



MUNSON EARTH-MOVING CORP.

85 SHUNPIKE ROAD · WILLISON, VERMONT 05495 · TEL. 802-863-6391 · FAX 802-863-6395



CONTRACT AGREEMENT (SHORT FORM)

This agreement is made this **25th day of October, 2023** by and between **Munson Earth-Moving Corp.** (Contractor) and **Town of Bristol** (Owner) to perform the work identified in Article 2 below in accordance with the projects Contract Documents.

PROJECT: Town of Bristol – Lawson Lane Water Service

OWNER:	Town of Bristol
ADDRESS OF WORK SITE(S):	Lawson Lane, Bristol, VT, 05443
ENGINEER:	VTM Engineering, LLC
CONTRACTOR:	Munson Earth-Moving Corp.
SUBCONTRACTOR:	

ARTICLE 1

CONTRACT PAYMENT: The Owner agrees to pay the Contractor for satisfactory performance of the work a not-to exceed sum of \$22,740.00 in accordance with the attached SCHEDULE OF VALUES and as further described in the attached Sketch of Lawson Lane waterline by Steve Palmer, P.E., VTM, PLC.

Progress payments and final payment shall be made to Contractor for work satisfactorily performed no later than fourteen (14) days after receipt by Owner of invoice from Contractor for Contractor’s work. No retainage will be withheld. These payments are subject to the receipt of lien waivers, affidavits, warranties, and guarantees required by the project’s Contract Documents or as otherwise requested by the Owner or Contractor.

ARTICLE 2

SCOPE OF WORK: Contractor agrees to commence work herein described upon notification by Owner to perform and complete such work in accordance with Contract Documents and under the general direction of Owner or the Owner’s Representative. . Completion of the Work is anticipated to take less than one week and will be conducted before November 15, 2023. This shall include all work necessary to complete the work described in the schedule of values. Contractor’s work on the project is more particularly, though not exclusively, specified in the Contract Plans and Specifications, including all Special Provisions and Supplemental Specifications.

ARTICLE 3

SCHEDULE OF WORK: Time is of the essence with respect to all work to be performed by the Contractor hereunder. Contractor shall provide Owner with any requested scheduling information for the work. The schedule of work may be revised by the Owner as the work progresses and as conditions warrant.

Contractor recognizes that minor changes may be made in the schedule of work and agrees to reasonably comply with such changes without additional compensation. Contractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the project so as not to delay or damage their performance, work, or the project.

ARTICLE 4

CHANGES: Owner, without nullifying this Agreement, may direct Contractor in writing to make changes to the work. Adjustment, if any, to the contract price and/or contract performance time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents. Any changes to the work performed by Contractor which are not subject to a change order shall not be compensated.

ARTICLE 5

FAILURE OF PERFORMANCE: Owner shall provide Contractor with notice of any contractual deficiencies. Should Contractor fail to remedy contractual deficiencies within three (3) working days from receipt of Owner's written notice, Owner, without prejudice to any of its other rights or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Contractor, which shall be liable for payment of same, including reasonable overhead, profit, attorney's fees, expenses and costs.

ARTICLE 6

INSURANCE: Prior to the start of work, Contractor shall procure and maintain in force, for the duration of the work, the following insurance:

Commercial General Liability:

- | | |
|---|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. Products – Completed Operations Aggregate | \$1,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Damage to Premise Rented to you | \$ 500,000 |
| e. Medical Expense | \$ 5,000 |
| f. General Aggregate | \$2,000,000 |
| g. Munson Earth-Moving Corp. must be named additional insured on a Primary and Non-Contributory basis | |
| h. Per Project Aggregate | |

Business Auto Liability

- a. Each Accident \$1,000,000 CSL (Combined Single Limit)
- b. Must include coverage for liability arising out of all owned, leased, hired and non-owned autos
- c. Munson Earth-Moving Corp. must be named additional insured on a Primary and Non-Contributory basis

Workers Compensation and Employers Liability:

- a. Each Accident \$500,000
- b. Disease, each Employee \$500,000
- c. Disease, policy limit \$500,000

Umbrella:

- a. Umbrella limits must be at least \$5,000,000
- b. Munson Earth-Moving Corp. must be named additional insured on a Primary and Non-Contributory basis.

Contractor shall procure and maintain in force, for the duration of the work, any additional insurance required under the Contract Documents. Owner and Engineer shall be named as additional insureds on each of these policies, except Worker’s Compensation. Owner hereby waives for itself and any other parties, including insurers, any and all rights to subrogation for any claims arising from or related to its work on the Project.

ARTICLE 7

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Owner, Engineer, and Engineer’s consultants from all claims, demands, damages, losses, suits, demands for arbitration, awards, verdicts and expenses, including, without limitations, attorney’s fees, expert fees and costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property arising from or related to the performance of work under this Agreement.

ARTICLE 8

WARRANTY: Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy and correct any deficiencies or defects in materials and/or workmanship without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Project or per the Project’s Contract Documents, whichever is longer.

ARTICLE 9

SPECIAL PROVISIONS:

- 1. Contractor shall provide Certificates of Insurance, naming Town of Bristol and VTM Engineering as additionally insured in accordance with the provisions of Article 6 herein.

2. **Waiver of Subrogation:** Contractor waives all rights against Owner, Engineer, or their agents, officers, directors, and employees for recovery of damages under General Liability, Auto Liability, Umbrella Liability and Workers Compensation.

ARTICLE 10

ARBITRATION: Contractor and Owner hereby agree to submit any disputes regarding the terms and conditions of this Contract to an impartial arbitrator. The parties acknowledge that they are waiving their right to bring lawsuit concerning any dispute that may arise which is related to this Contract, unless it involves a question of constitutional or civil rights. Said arbitration shall be binding upon both parties and the results will be final.

ARTICLE 11

SAFETY: Contractor is required to provide Owner with a written analysis of any accident that occurs on the Contractor's job site, highlighting what corrective action will be taken to prevent recurrence. In the event Owner is not satisfied with the corrective action set forth in the analysis, Contractor shall be required to meet the safety requirements of the Owner. In the event Contractor does not meet these safety requirements, Owner shall have the right to take whatever steps necessary to ensure safety on the job site and charge the cost thereof to Contractor, which shall be liable of the payment of same.

In witness whereof, the parties have executed this Agreement under Seal, on date and year previously written above.

Munson Earth-Moving Corp.
Contractor (Name of Firm)

Town of Bristol, Vermont
Owner

Executed by

Executed by

Print Name & Title

Print Name & Title

03-0212499

Federal Tax ID Number

Attachments:

1. SCHEDULE OF VALUES: Quote from Munson Excavating dated 10/17/2023.
2. Sketch of Lawson Lane waterline by Steve Palmer, P.E., VTM, PLC



Munson Earth-Moving Corp. Proposal

From: Munson Earth-Moving Corp.
85 Shunpike Road
Williston, VT 05495 USA
Phone: (802) 863-6391
Fax: (802) 863-6395
Email: NGaudreau@MunsonEarth.com

Project: LAWSON LANE WATER SERVICE -
BRISTOL
Description: 2" COPPER WATER SERVICE

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
051A	2" COPPER WATER SERVICE	180.000	LF	\$65.00	\$11,700.00
051B	3/4" CURB STOP, BOX & ROD	3.000	EA	\$380.00	\$1,140.00
051C	3/4" COPPER WATER SERVICE	100.000	LF	\$44.00	\$4,400.00
071	CRUSHED GRAVEL FOR PARKING & ROADWAYS	25.000	CY	\$66.00	\$1,650.00
101	TOPSOIL, SEED & MULCH	1.000	LS	\$3,000.00	\$3,000.00
105	PRIVATE UTILITY LOCATING	1.000	LS	\$850.00	\$850.00
				TOTAL BID:	\$22,740.00

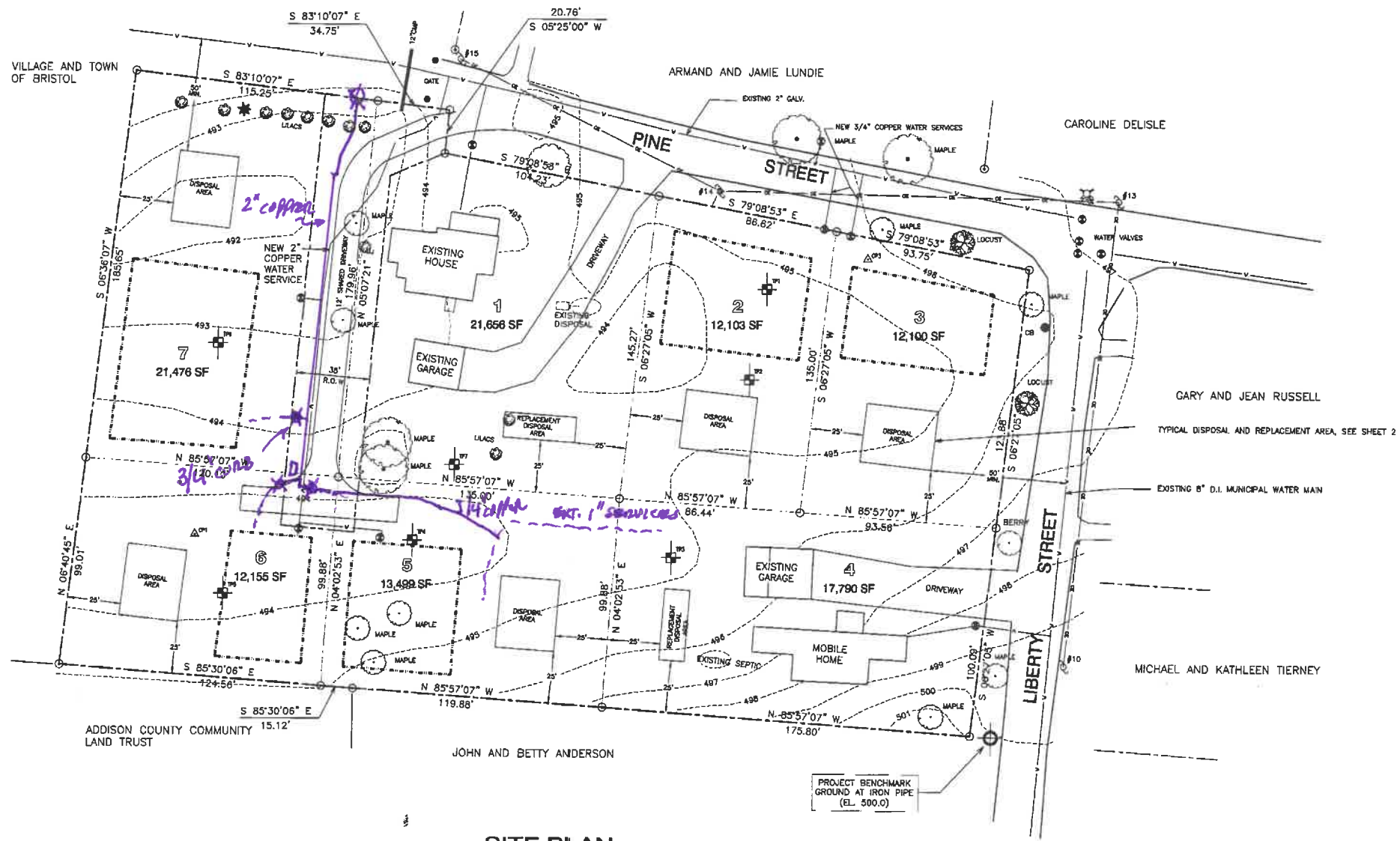
Munson Earth-Moving Corp. Proposal

From: Munson Earth-Moving Corp. for Project LAWSON LANE WATER SERVICE - BRISTOL

Project Comments

- Scope of work to include installation of a new 2" copper water service from curb stop at the edge of the roadway on Pine Street 180' down Lawson Lane to houses, which will then connect to each 3/4" water service. MEMC to run 2"x3/4" tees off of the 2" copper and leave off a 3/4" curb stop for three (3) services in the green space, and make connections to existing services. MEMC to complete restorations of gravel driveway & lawns once services are installed.
- Pricing assumes MEMC is still on site when this project is approved. In the case that MEMC is not on site, add \$1,000 mobilization/demobilization charge to the bid total.
- Pricing assumes that all water services will be marked out by VTUMS.
- Pricing assumes this project is tax exempt. In the case that this is not tax exempt, taxes will need to be applied to the broken out material cost below and added to the bid total.
- Breakout Pricing:
 - Labor & Equipment = \$9,603.78
 - Materials = \$9,320.13* (not including taxes)
 - Subcontractor = \$850.00
 - 15% OH/P = \$2,966.09
 - **Total = \$22,740.00**

Signature: _____

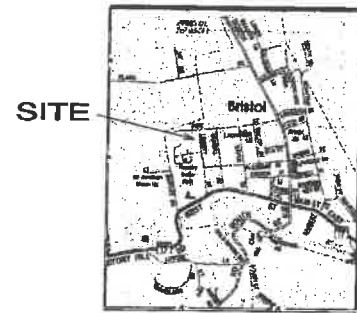


SITE PLAN



TOTAL AREA = 2.54 ACRES

*- 3 TREE'S
- 180' 2" COPPER
- CONNECTING SERVICES*



LOCUS

LEGEND

	TEST PIT
	PERCOLATION TEST
	CONTROL POINT (OR POINT BY OTHERS)
	IRON PIPE/ROD
	FIRE HYDRANT
	UTILITY POLE
	DRILLED WELL
	WATER SHUTOFF
	APPROX. LOCATION OF EXISTING SEPTIC TANK AND DISPOSAL FIELD
	EXISTING CONTOURS
	BOUNDARY
	RIGHT-OF-WAY
	BUILDING ENVELOPE
	TREELINE
	WATER LINE
	D/H ELECTRIC LINE
	U/G ELECTRIC LINE

I HEREBY CERTIFY THAT IN MY REASONABLE PROFESSIONAL JUDGMENT, THE DESIGN RELATED INFORMATION SUBMITTED WITH THIS APPLICATION IS TRUE, CORRECT AND THE DESIGN INCLUDED IN THIS APPLICATION FOR A PERMIT COMPLIES WITH THE VT. WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES AND THE VT. WATER SUPPLY RULES.

[Signature]
 TYLER HART, P. E., L.S.
 CONSULTING ENGINEERING AND SURVEYING
 100 W. MAIN STREET
 BRISTOL, VT 05430
 (802) 454-3117

PROPERTY OWNER
 LAWSON HAMMOND ESTATE
 C/O MAUREEN GAROFANO
 476 MAIN STREET
 WINOOSKI, VT 05404

APPLICANT
 BRUCE LADEAU & JEANIE MACDONOUGH
 1803 LIME KILN ROAD
 CHARLOTTE, VT 05445

BRISTOL ZONING - HDR - HIGH DENSITY RESIDENTIAL
 PERMITTED USES - ONE AND TWO FAMILY RESIDENTIAL

MIN. LOT AREA - 12,000 S.F.
 MIN. ACRE/DWELLING - 8,000 S.F.
 MIN. LOT FRONTAGE - 75 FT.
 MIN. LOT DEPTH - 100 FT.
 FRONT YARD SETBACK - 40 FT.
 REAR YARD SETBACK - NONE
 SIDE YARD SETBACK - 10 FT.
 LOT COVERAGE - 30 %
 BUILDING HEIGHT - 35 FT.

DISPOSAL FIELD ISOLATION DISTANCES

	LEACHFIELD SEPTIC TANK
MUNICIPAL WATER MAIN	50 FT. 25 FT.
WATER SERVICE	25 FT. 25 FT.
ROADS/DRIVEWAYS	10 FT. 5 FT.
PROPERTY LINES	25 FT. 10 FT.
TREES	10 FT. 10 FT.
FOOTING DRAINS	35 FT.

REVISIONS	BY

TYLER HART, P. E., L.S.
 CONSULTING ENGINEERING
 AND SURVEYING
 P. O. BOX 118
 BRUNTINGTON - VERMONT 05462
 (802) 454-3117

7-LOT SUBDIVISION
 APPLICANTS:
**BRUCE LADEAU AND
 JEANIE MACDONOUGH**



Hammond Property
 Pine Street/Liberty Street
 Bristol - Vermont
 NOV 16 2004

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SCALE	
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