

# **TOWN OF ISLE LA MOTTE - INVITATION TO BID: EAST SHORE ROAD CULVERT & DITCHING PROJECT**

The Town of Isle La Motte (the "Town") is currently accepting bids for a culvert and ditching contract for a grant-funded and scoped project. This project will be using the road segments from MRGP map for Isle La Motte's East Shore Road.

## **You can find the project map here: Better Roads 2026 Project Detail Map**

(map is also attached to the packet)

**East Shore Rd, Isle La Motte, VT, Category B Better Roads Grant Project Detail Map (the "Map")**

### **Please Complete the Bid for the following specification:**

(Road segment 94315.0). Provide estimate to establish ditch as shown in orange and set forth on the Map. Stabilize with stone along the entire length of ditch. Establish ditch as shown in green on the Map and stabilize with vegetation. (Approximately 250 feet of stone-lined and vegetated ditching along the west side of the road segment.) Add an 18" X 20' HDPE culvert as shown on the Map. Add stone headers at the culvert, outlet and inlet.

Road segment must have a proper crown, removal of any shoulder berms, proper and cleaned ditching along the entire road segment, proper conveyance and no erosion present at culvert inlets and outlets to meet the standards set by the State of Vermont.

### **Other Requirements:**

#### **Bid Requirements:**

All bids must be submitted in sealed envelopes, addressed to the Town in care of the Selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

- 1 . The Contractor must provide a firm completion date for all work in the bid, which must be no later than September 15, 2026.
2. The bid must include cost estimates for the complete specification in the bid.
3. The Contractor must include five copies of the bid in the envelope.
4. The Contractor must file a Certificate of Insurance stapled to the outside of the sealed bid envelope being submitted.
5. Contractor must include a signed copy of the contract.
6. **If the bid is mailed**, the sealed bid and insurance certificate must be placed within an addressed and stamped envelope. The sealed bid and insurance will be removed from the addressed envelope to check that the insurance was included and date stamped.

## Project Requirements:

1. The Contractor shall meet with the Road Commissioner and a Selectboard member at the road segment(s) prior to start of work, and no later than five days after bid award and direct any questions on the work to the Road Commissioner.
2. The Contractor shall be liable for any personal property damages which the Contractor causes.
3. Equipment breakdown experienced by the Contractor is the sole responsibility of the Contractor, and in no way shall reflect a cost overrun.
4. The Contractor will provide and use flaggers and proper signage (e.g., at least two "Road Work Ahead" signs) to conform to State of VT standards.
5. The Contractor shall be responsible for leaving the roads and roadsides in a neat and orderly condition at the end of each workday.
6. Prior to payment, the work performed must be inspected by and determined complete by the Road Commissioner.
7. Work must conform to State and Town road standards.
8. The Contractor must maintain regular and open communications with town officials.

## Contract Requirements:

1. Contract will be signed by the Selectboard before work starts.
2. In the event this contract is not adhered to, the Town will have the option to terminate said contract with a thirty (30) day notice to the Contractor.
3. Contractor whose bid is accepted will be required to post a performance and payment bond of 100% of the contract price within five (5) business days of being awarded the contract.

## Payment:

Assuming timely and successful completion of work tasks as specified above, all payments will be made within thirty (30) days of submission of the applicable invoice.

## Bid Submission Details:

Bid form and proof of insurance must be sealed and received at the Town Office located at 42 School St. Ex Isle La Mote, Vt. 05463 or mailed to P.O. Box 250 Isle La Mote, Vt. 05463 by February 17<sup>th</sup>, 2026 at 4:00 pm.

**Please write: "Attn: East Shore Road Culvert Replacement and Ditching Project, and [due DATE]" on the front of the envelope.** A signed contract will be required for the bid to be considered.

Bids will be opened at the Select Board Meeting on February 18<sup>th</sup>, 2026. Any questions regarding this bid, please contact Isle La Motte Road Commissioner Robin Gutierrez at [roads@islelamotte.gov](mailto:roads@islelamotte.gov).

The Selectboard reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest. The Selectboard reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

## Bid Submission Checklist:

- Bid Form
- Bid name (on outside of the bid envelope)
- Bid submission deadline (on outside of the bid envelope)
- Date, location, and time of bid opening
- Specifications for the project or services including quantity, design, and performance features (see attached bid form to help with submission of the bid)
- Five copies of the bid documents
- Contract **signed** by contractor
- Bond and/or insurance requirements.
- Any special requirements unique to the project or purchase.
- Delivery or completion date.

## Bid Selection Criteria:

- Price
- Bidder's ability to perform within the specified time limits
- Bidder's experience and reputation, including past performance for the Town
- Quality of the materials and services specified in the bid
- Bidder's ability to meet other terms and conditions, including insurance and bond requirements
- Bidder's financial responsibility
- Bidder's availability to provide future service, maintenance, and support
- Nature and size of bidder
- Contract provisions that are acceptable to the Town
- Any other factors that the Selectboard determines are relevant and appropriate in connection with a given project or service

## **CULVERT BID FORM**

Name/Company: \_\_\_\_\_

**Address:** \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### Specification:

### Detail of work

## Specification: Labor Cost

## Specification: All Materials and Quantities to be used

## Specification: Equipment Costs

Specification: Total Cost \_\_\_\_\_

**Completion Date** (assume work may begin after contract is fully executed by the Selectboard and after meeting with the Road Commissioner and Selectboard member): \_\_\_\_\_

**(All work must be completed by September 15, 2026.)**

**Describe the equipment you propose to use for the contract:**

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**Please describe any deviations from the bid specifications that you will need to follow or would suggest to the Town:**

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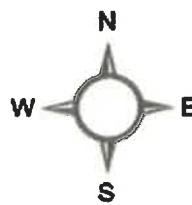
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**Signature of Bidder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Project Detail Map

## East Shore Rd, Isle La Motte, VT Category B Better Roads Grant Drainage Improvements Project Detail Map



Prepared by:  
Northwest Regional  
Planning Commission  
75 Fairfield Street  
St. Albans, VT 05478  
For planning purposes only.  
[www.nrpcvt.com](http://www.nrpcvt.com)  
December 2024

0 40 80 160 240 320  
Feet



# Town of Isle La Motte CONTRACT FOR LIMITED SERVICES

This Contract is entered into on this day of February, 2026, by and between the Town of Isle La Motte (hereinafter "Municipality") and \_\_\_\_\_ [Contractor Name],

\_\_\_\_\_ a \_\_\_\_\_ [type of entity such as "limited liability corporation"] with a principal place of business in Vermont, with a mailing address of \_\_\_\_\_ (hereinafter "Contractor") for services to Municipality.

Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

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## ARTICLE 1: SERVICES PROVIDED

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Contractor agrees to perform the following service(s) according to the following timelines or schedule:

(Road segment 94315.0). Provide estimate to establish ditch as shown in orange and set forth on the attached Better Roads 2026 project map (the "map"). Stabilize with stone along the entire length of ditch. Establish ditch as shown in green on the Map and stabilize with vegetation. (Approximately 250 feet of stone-lined and vegetated ditching along the west side of the road segment.) Add an 18" X 20' HDPE culvert as shown on the Map. Add stone headers at the culvert, outlet and inlet. (the "Project").

Road segment must have proper crown, removal of shoulder berms, proper and cleaned ditching along the entire road segment, proper conveyance and no erosion present at culvert inlets and outlets to meet the standards set by the State of Vermont.

Contractor shall perform all services required under this Contract in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Municipality, if any. Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in the Municipality's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

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## ARTICLE 2: COMPENSATION AND BILLING

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- a. The Project is funded by a grant from the Vermont Agency of Transportation ("VTrans"). The Parties acknowledge and mutually agree that any payments by the Municipality to Contractor are contingent on the Municipality's receipt of the VTrans grant funding.
  
- b. **Invoices and Billing:** Contractor shall submit invoices for completed work to the Municipality. Municipality shall pay Contractor's invoices within 30 days of Contractor's submission of an invoice after the Municipality's duly authorized representative has inspected the invoiced work and provided a written determination that the invoiced work is complete in conformance with established specifications and/or performance standards. The maximum compensation (subject to additions or deductions provided herein) shall be in conformity with Contractor's submitted Bid forms incorporated herein by reference.

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### **3: TERM**

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The term of this Contract shall be from date of signing of contract by the Municipality to September 15, 2026. The term of the Contract may be extended only by mutual written agreement of the parties.

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### **ARTICLE 4: INDEPENDENT CONTRACTOR**

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Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

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### **ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING**

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This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 10 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within 30 days of receiving payment from Municipality.

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### **ARTICLE 6: EQUIPMENT AND MATERIALS**

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Contractor warrants that it has the necessary equipment to provide the services required by this Contract. **Municipality shall provide all materials for use, unless otherwise agreed to in advance with Contractor and put in writing.** Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

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## 7: PERSONNEL

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Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. *The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.*

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

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## ARTICLE 8: SAFETY AND TRAFFIC CONTROL

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The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

The contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, the contractor shall notify Municipality of adjacent utilities when work activity may affect them.

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## ARTICLE 9: FUEL SURCHARGE

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As of the date the Municipality signs this Contract, the price of gasoline and diesel fuel at the Maplefields gas station located at the crossroads of Route 2 and Route 78 in Alburgh is \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively. If during the term of this contract the price of gasoline or diesel fuel rises by fifty cents (\$0.50) or more, the Municipality shall pay for up to 53 gallons of fuel that is priced at fifty cents (\$0.50) or higher than the price of the fuel as of the date the Municipality signs this Contract.

Any fuel paid for by the municipality shall not be used for personal vehicles or commuting to and from the job site. Fuel paid for by the Municipality shall only be used for equipment performing activities within the scope of work.

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## 10: INDEMNIFICATION

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Contractor shall indemnify, defend, save and hold harmless Municipality, and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature and description, brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

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## ARTICLE 11: INSURANCE

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**Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect.** Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide Municipality a Certificate of Insurance showing such coverages before providing any services under this Contract: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000 and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A {601 (14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

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## ARTICLE 12: WARRANTY AND BOND

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- a. Contractor shall post a performance and payment bond of 100% of the contract price within five (5) business days of being awarded this Contract.
- b. Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured by either Contractor's performance bond or such other security as is acceptable to Municipality.

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## **Article 13: NON-APPROPRIATION**

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If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Contractor from municipal revenues.

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## **ARTICLE 14: TERMINATION**

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Municipality may terminate this Contract, with or without cause, upon 30 days written notice.

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## **ARTICLE 15: DEFAULT**

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The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (3) declaration of bankruptcy by Contractor;
- (4) making a material misrepresentation to Municipality;
- (5) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- (6) failure to perform any other material provision of this Contract.
- (7) Failure to answer requests from the Municipality for information and questions within five (5) business days.

Upon default of this Contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, wars, acts of God, acts of public authorities; provided the non-performing party gives notice as soon as possible to the other party of the inability to

perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this Contract to conform with Federal or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

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## **ARTICLE 16: REMEDIES**

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Default or breach of this contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

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## **ARTICLE 17: WASTE, BORROW AND STAGING AREAS**

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Contractor must make their own arrangement for waste, borrow and staging areas.

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## **ARTICLE 18: EFFECT OF FINAL PAYMENT**

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It is agreed and understood that the acceptance of the final payment by Contractor shall be considered as a release in full of all claims against the Municipality arising out of, or by reason of the work done and materials furnished under this Contract.

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## ARTICLE 19: CONTRACT DOCUMENTS & CHANGE ORDERS

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- a. This Contract including, Invitation to Bid, Contractor's Bid Submission, Better Roads 2026 Project Detail Map (the "Map") and Grant Agreement BR1339, dated as of 24 September 2025, (available for review at the Isle La Motte town offices) (collectively the "Contract Documents") shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract unless said changes, modifications, or amendments are in writing duly executed by the parties.
- b. **Project Changes & Adjustments.** It is expressly agreed and understood that no unit price changes or claims for extra work or materials done or furnished by the Contractor shall be allowed, unless ordered in writing by the Municipality or its duly authorized representative.

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## ARTICLE 20: SEVERABILITY

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The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

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## ARTICLE 21: DEBARMENT CERTIFICATION

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Contractor certifies under the penalty of perjury as directed by Federal laws that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by the State of Vermont and any Federal agency, has not been suspended, debarred, voluntarily excluded or determined ineligible by the State of Vermont or any Federal agency within the past three (3) years, and does not have a proposed debarment pending, and has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

**MUNICIPALITY:** By the Chairman of its Selectboard:

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Selectboard Chair

In the presence of:

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Witness as to Municipality

**CONTRACTOR:**

By: \_\_\_\_\_

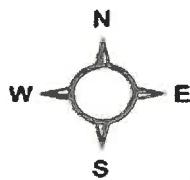
[Name and title], duly authorized representative of Contractor

In the presence of:

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Witness as to Contractor

**East Shore Rd, Isle La Motte, VT**  
**Category B Better Roads Grant**  
**Drainage Improvements**  
**Project Detail Map**



Prepared by:  
Northwest Regional  
Planning Commission  
75 Fairfield Street  
St. Albans, VT 05478  
For planning purposes only.  
[www.npcvt.com](http://www.npcvt.com)  
December 2024

**Lake  
Champlain**

Establish ditch and  
stabilize with vegetation

94315

Add 18" x 20" HDPE  
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VGCL, MNSC, Microsoft