

This Contract is between \_\_\_\_\_ and the Vermont Mountain Bike Association in conjunction with Rochester Area Sports Trails Alliance & Addison County Bike Club

## **MOOSALAMOO CAMPGROUND PUMP TRAIL - TRACK PROJECT**

### **Overview**

The Vermont Mountain Bike Association has received funding though from United States Forest Service (USFS) to oversee the RFP, builder choice, construction and follow up work to install a pump trail and track in Moosalamoo Campground in partnership with Rochester Area Sports Trails Alliance and Addison County Bike Club.

All work covered by this contract shall be in compliance with all applicable building standards as outlined in the IMBA Trail Solutions text unless otherwise approved by USFS staff and RASTA/ACBC, and remain in within the bounds of the agreed upon corridor.

### **Signatories**

This contract is made on this 20<sup>th</sup> Day of June, 2017 between \_\_\_\_\_ (hereinafter “contractor” and the Vermont Mountain Bike Association, Rochester Area Sports Trails Alliance and Addison Country Bike Club.

### **Witnesseth**

VMBA does hereby employ the contractor to complete the entire project and provide all the materials, tools, personnel machinery, and supervision necessary to complete the work as described in the contractor’s project proposal all in accordance with the maps, plans, specifications and expressed verbal assurances and details hereto as Exhibit A for a total sum of **\$39,000**.

The contractor shall commence work to be preformed no later than August 15<sup>th</sup> 2017 and complete the scope of this project on or before December 31<sup>st</sup>, 2017. The contractor agrees to return in 2018 for early season maintenance and touch up work. Trail touch up work will be completed by June 1<sup>st</sup> 2018.

The contractor will carry liability insurance with \$1M limits per occurrence and \$50,000 in property damage insurance. Proof of vehicular and Workers Compensation insurance must also be provided before beginning work. VMBA and USFS will be named additional insured and a copy of certificates will be required.

### **Hold Harmless**

The contractor agrees to defend, indemnify and hold VMBA and the USFS harmless from any liability or claim for damage because of: bodily injury, death, property damage, sickness or loss and expense arising from the contractor’s negligence in the performance of this contract. The contractor is operating in the capacity of an independent contractor with respect to the USFS and VMBA. The contractor agree to protect, defend and indemnify the USFS and VMBA from any

claims by laborers, subcontractors, or materials personnel used for unpaid work or labor performed of materials supplied on connection with this contract.

### **Assignment of Contract**

The contractor agrees to not assign the contract to subcontractors or unpaid labor without the consent of both USFS and VMBA.

### **Change Orders**

The contractor agrees not to make any changes in the schedule of work, design or of the specifications without authorization from the USFS.

### **Lien Waivers**

The contractor will protect, defend and indemnify the USFS and VMBA from any claims of unpaid work, labor or materials in connection with this contract.

### **General Guarantee**

The contractor shall remedy any defect due to faulty material, workmanship or land area management and pay for damage caused as a result of the contractor's work for no less than a period of one year. The contractor will furnish the USFS and VMBA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this contract.

### **Permits and Codes**

The USFS and VMBA will secure the required environmental permits and licenses required to the contract. The contractor will secure at their own expense other necessary permits and licenses required to perform the contract, and will comply with all building and code regulations whether or not they are covered by the specifications expressed in this contract.

### **Work Performance**

1. The contractor shall protect all work adjacent to the contract site from any damage resulting from the work and agrees to repair or replace any damage at their own expense
2. The contractor shall repair and put in good condition any existing conditions damaged in carrying out this contract
3. The contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience
4. The contractor agrees to conduct activities in a business like manner and adhere to the reasonable wishes of the USFS and VMBA for the entirety of the contract

### **Condition of Premises**

The contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work and keep premises orderly and secure outside of work hours.

### **Use of Onsite Loam**

The USFS agree as part of this contract to allow the contractor use of onsite loam to the degree available as necessary for the completion of this project. The use of onsite loam for borrow and fill purposes shall be approved in advance by the USFS.

### **Bridge Design**

In the event a trail bridge needs to be constructed, the USFS will provide building specifications, which in some cases may have an impact of the cost of materials. Determining next steps in the event of unforeseen, significant changes will be discussed with the USFS.

### **Environmental Mitigation Requirements**

1. Any equipment used for this contract will be cleaned of vegetation and soil prior to any work being performed to reduce the risk of the introduction of non-native plants
2. Revegetation of critical bare soils
  - a. 25' from ponds, streams, wetlands or vernal pools
  - b. Grades of 20 percent or more
  - c. Drains dips, waterbars or ditches that empty near any water source;shall be completed in all project areas as soon as practical – it is anticipated that this information will be routinely shared with the USFS

### **Inspection of Work**

The USFS and VMBA shall have the right to inspect all work performed under this contract. The USFS and VMBA will establish when inspections will take place at different stages of the project.

### **Right to Stop Work**

If the contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with project documents, USFS or VMBA may order the contractor to stop work, or any portion thereof, until the cause for such order has been eliminated.

### **Payment Schedule**

Contractor may submit proof of payment, invoices and other requested documentation every two weeks or monthly. The contractor agrees to a reimbursement timeline of up to five weeks.

### **Liquidated Damages**

The contractor agrees to commence work under this contract no later than August 15<sup>th</sup> 2017 and to fully complete the project only after inspection and final touch up work to be completed by June 1, 2018. The contractor agrees to pay liquidated damages at \$100 per day for each day after June 1, 2018. These damages shall not apply to any unforeseen causes beyond the control of the contractor and/or negligence of the contractor.

### **Taxes**

VMBA hereby agrees to supply the contractor with its tax-exempt number for relief from sales tax on materials pertaining only to this project.

**Arbitration**

1. All claims and disputes arising out of, or relating to, this contract, or breach thereof, except for claims which have been waived by the making and acceptance of final payment shall be decided by Arbitration
2. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The reward/decisions rendered shall be final and judgment may be entered upon it in any court having jurisdiction thereof - all awards shall be paid within 30 days of legal decision
3. Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question, which would be barred by the applicable statute of limitations
4. The contractor will carry on the work of the contract during any arbitration proceedings unless otherwise mutually agreed to in writing

**Governing Law**

This work is being funded through a grant from the United States Forest Service and the contractor agrees to abide by the above and to make all records, invoices, payrolls, and conditions of employment available at any time for the purpose of an audit to ensure compliance:

**State of Jurisdiction**

This contract shall be construed under the State of Vermont and may be modified or amended only by a written instrument executed by full party: Contractor, the USFS and VMBA.

**JUNE 20, 2017**

IN WITNESS WHEREOF, THE VERMONT MOUNTAIN BIKE ASSOCIATION AND TOM LEPESQUEUR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN ABOVE

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Tom Stuessy  
Vermont Mountain Bike Association

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Contractor