

CONTRACT FOR SERVICES

TOWN OF WILMINGTON, VERMONT SELECT BOARD

AND

APPRAISAL RESOURCE GROUP, INC.

This contract is made and entered into this 5th day of June, 2018 by and between Wilmington, Vermont (hereinafter referred to as the TOWN), a Municipal Corporation existing under the laws of the State of Vermont, acting by and through its Select board and Appraisal Resource Group, Inc. (hereinafter referred to as the COMPANY).

WHEREAS, the TOWN desires to obtain partial reappraisal services for all taxable real property within the TOWN, including all improvements, structures, appurtenances, and other elements of value which may be recognized as assessable under Vermont law; and

WHEREAS, the COMPANY represents that it is fully qualified to make such appraisal, is experienced in the use of recognized appraisal procedures and with the standards required for determining values necessary for such reappraisal under Vermont law, and fully qualified and able to perform the work and prepare the material required under this contract;

NOW THEREFORE, the TOWN and the COMPANY, in consideration and in accordance with the terms and conditions hereafter set forth, hereby agree as follows:

1. IDENTIFICATION

- | | |
|--|--------------------------------------|
| 1.1. Name of TOWN | Wilmington, Vermont |
| 1.2. Address of TOWN | 2 East Main St, Wilmington, VT 05363 |
| 1.3. Contracting Officers for the TOWN | The Wilmington Select board |
| 1.4. Name of COMPANY | Appraisal Resource Group, Inc. |
| 1.5. Mailing Address of COMPANY | 135 Wall St Coventry, CT 06238 |
| 1.6. Name and Title of COMPANY Signatory | Russell E. Beaudoin, President |

2. COMPANY'S REPRESENTATIONS, GOOD FAITH AND WARRANTIES

The COMPANY shall, in good faith, use its best efforts to assist the TOWN in determining accurate and proper market valuations, and will work closely with the TOWN to ensure a successful reappraisal process and result.

The COMPANY hereby represents, warrants and covenants to the TOWN as of the date hereof, the following:

- A. The COMPANY is a corporation duly organized and existing under laws of the State of Connecticut.
- B. The undersigned is authorized and empowered to execute this contract on behalf of the COMPANY by virtue of the undersigned position with the COMPANY.
- C. The COMPANY is experienced in mass appraisal of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the COMPANY and its agents and employees are qualified and able to perform the duties contemplated under this contract. Additionally, the COMPANY is experienced in Computer Assisted Mass Appraisal (CAMA) and the COMPANY and its agents and employees are qualified to perform duties related to a computerized reappraisal.
- D. The COMPANY is qualified to conduct publicly financed property tax appraisals in Vermont and has been approved to perform property tax appraisals for Vermont municipalities by the Director of the Vermont Department of Taxes, Division of Property Valuation and Review consistent with state law and division of Property Valuation and Review Rule 86-P65.
- E. There are no actions, suits, proceedings or investigations pending or threatened against or affecting the COMPANY, at law or in equity, including any that have been initiated by any state or political subdivision for which the COMPANY is performing or has performed reappraisal services during the past five (5) years, that could adversely impact the COMPANY'S full performance of its obligations under this agreement.
- F. No statement of fact made by or on behalf of the COMPANY in this contract or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any knowingly untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.
- G. The COMPANY understands all the terms and conditions of this contract and hereby agrees to adhere to the contract and all related conditions.

3. GENERAL SERVICES TO BE PERFORMED BY THE COMPANY

- 3.1. Maintain all aspects of the ProVal CAMA System.
- 3.2. Assist the Town with determining the "appraisal value" (32 V.S.A. 3481) of all taxable real property in the TOWN, in compliance with the statutes of the State of Vermont.
 - 3.2.1. Appraise all taxable real property within the taxing jurisdiction in a good and workman-like manner according to State of Vermont statutes.
 - 3.2.2. Appraise all tax exempt and non-taxable property within the taxing jurisdiction in the same manner as taxable property.
 - 3.2.3. Assist the TOWN in making a reappraisal of all taxable real property in the TOWN and perform all of the services and furnish all of the records, materials, forms, supplies and systems required by and in complete accordance with this contract.

3.3. Commencement of work

The COMPANY shall commence the work required under this contract no later than June 25, 2018.

3.4. Completion of work

- 3.4.1. With the exception of Grievances, Board of Civil Authority (BCA) appeals and appeals beyond the BCA, the COMPANY shall complete all work and deliver the same in final form to the Listers on or before May 1, 2020.
- 3.4.2. The COMPANY recognizes the importance of the date set in Section 3.3.1.
- 3.4.3. The reappraisal shall be considered complete and in its final form only when all Board of Civil Authority reviews have been completed, value changes made as required, and the figures are submitted to and accepted by the TOWN.

3.5. Personnel

The COMPANY shall employ experienced and competent appraisers, who have been approved first by the Vermont Property Valuation and Review Division and then the TOWN in the grading, classifying and appraising of all property covered by this contract. All necessary field assistants employed by the COMPANY shall be competent to perform the work they are called upon to do.

3.6. Public Relations

The COMPANY and the TOWN, during the progress of the work shall use their best efforts and those of their agents and employees to promote the full cooperation and amiable relations with the taxpayers. The COMPANY and its agents and employees shall at all times treat the taxpayers, residents and TOWN employees with respect and courtesy. All publicity and news releases will be cleared with and approved by the Select-board. The COMPANY will make available speakers to acquaint groups with the nature and purpose of the reappraisal and all of the factors and conditions that eventually make up said individual property values for a maximum of two events.

3.7. Confidentiality

Except upon written authorization from the TOWN, and subject to the requirements of Vermont's Public Records Act, the COMPANY agrees not to disclose to anyone, any new value discovered, for any purpose, or to permit anyone to use or peruse any of the data on the file in connection with the reappraisal until such time as the values are turned over to, and accepted by, the ASSESSOR. The COMPANY shall inform the TOWN within 48 hours of any request for any records, other than the requests by the TOWN of its agents in furtherance of this Contract.

4. CONTRACT PRICE AND TERMS

The TOWN, in consideration of the services hereunder to be performed by the COMPANY, agrees to pay to the COMPANY a sum not to exceed THIRTY-SIX THOUSAND DOLLARS (\$36,000.00).

4.1. In addition, the onetime cost of the Thomson Reuters ProVal 9.0 CAMA System will be \$4,900. The first annual software maintenance fee of \$2,600 per year will be due in June of 2019 payable to Thomson Reuters.

4.2. Payment shall be made in monthly installments as the work progresses based on attached Wilmington Reappraisal Services Proposal. Installments can be withheld if requirements are not fulfilled per breakdown in deliverables of Wilmington Reappraisal Services Proposal.

4.3. Payment shall be based on monthly progress reports submitted by the COMPANY and accepted by the TOWN.

4.4. Additional payment will be required for parcel counts above the parcel count of 2,660. The additional compensation shall be \$10 for each parcel.

5. DETAILED SERVICES TO BE PERFORMED BY THE COMPANY

5.1 Development of ProVal CAMA System Real Estate Database

- 5.1.1 Create Microsoft SQL Server database on the Town server
- 5.1.2 Install ProVal CAMA System on two or three PCs in the Listers Office
- 5.1.3 Data entry of all data, building sketches and digital images for all parcels

5.2 Development of Valuation Tables

5.2.1 With the assistance of Town's appraisal consulting firm, the COMPANY shall make a study and investigation of the costs of residential and commercial construction in the area based on material and labor costs in the area. These costs shall include all costs to construct. The COMPANY shall test these costs against known completed new construction.

5.2.1 With the assistance of Town's appraisal consulting firm, the COMPANY shall study land sales and building sales to develop appropriate land schedules.

5.2.2 The COMPANY shall use these land and buildings values as the basis for the construction of appropriate and accurate tables in the ProVal CAMA system. Tables will be constructed to represent the various units of construction and these tables will be calibrated to represent the market values in the TOWN.

5.3 Manual of Appraisal

The COMPANY shall provide the TOWN with a full manual with all costs and formulae needed to reconstruct the appraised value of each parcel. The COMPANY shall train designated parties in the TOWN in the use of such manual.

5.4 Sales Survey

5.4.1 With the assistance of Town's appraisal consulting firm, the COMPANY shall provide an analysis of all such sales using generally accepted mass appraisal statistical goals. The analysis will include a detailed discussion of the results and the basis used for determining land, building and total values along with adjustment patterns. The COMPANY shall provide notation on all sales disqualified from the process as non-arms-length or unrepresentative.

5.4.2 The sales survey and analysis shall be constructed and built by the project supervisor. with the assistance of Town's appraisal consulting firm

5.4.3 A copy of each appraisal card for each sale used in the analysis shall be placed in a sales book.

5.4.4 With the assistance of Town's appraisal consulting firm, the COMPANY shall determine land values through the analysis of land only sales whenever possible. In the cases of the absence or low volume of sales, the COMPANY will use land residuals.

5.4.5 Land values shall be determined for each appropriate land unit. Typical units would include lot, acres, water front.

5.4.6 The final analysis delivered to the TOWN shall include a sales record book, all analysis used and a neighborhood land map showing land pricing units and increments.

5.4.7 Final Comparison

The COMPANY shall produce a final analysis comparing all sold property within the sales period with the proposed assessed value for the purpose of ensuring that values accurately reflect fair market as of April 1, 2020.

5.4.8 Final Review

After all data has been collected and all tables are established, the COMPANY shall perform a final review of all properties. Public utility property shall be appraised consistent with Vermont law.

6 GENERAL SERVICES TO BE PROVIDED BY THE TOWN

As a part of the compensation set forth herein, the TOWN agrees to provide the following services:

- 6.1 The TOWN shall provide sufficient work area for the COMPANY to perform the appraisal tasks.
- 6.2 The TOWN shall provide access to the LISTERS Office and the ProVal CAMA computer system.
- 6.3 TOWN shall provide a copy of all property data collection records, building sketches, and digital photos for period covering the reappraisal project.

7 RELATIONSHIP OF PARTIES

In performing services pursuant to this Agreement, the COMPANY is performing solely in the capacity of an independent contractor and is not an employee or agent of the TOWN. The COMPANY does not undertake by this Agreement, or otherwise, to perform any obligation of the TOWN, whether regulatory or contractual, and the TOWN shall not be bound under contract, subcontract, or other commitment made by the COMPANY without the express written consent of the TOWN.

8 ASSIGNMENT OF CONTRACT

The COMPANY shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the TOWN, provided, however, that claims for money due or to become due to the COMPANY from the TOWN hereunder may be assigned to a bank, trust Company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the TOWN. Any such assignment shall be expressly made subject to all defenses, set offs, or counter claims, which would have been available to the TOWN against the COMPANY in the absence of such assignment.

9 OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

- 9.1 All information acquired by the COMPANY from the TOWN, or from others at the expense of the TOWN, in the performance of the Agreement shall be and remain the property of the TOWN. This includes all records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the COMPANY in the performance of this Agreement.

9.2 The COMPANY recognizes that in the performance of this Agreement, it may obtain or have access to confidential information including information subject to restrictions on its disclosure. The COMPANY agrees to comply with all laws and any regulations, rules, and guidelines promulgated there under regarding access to, and disclosure of, such information.

9.3 The COMPANY agrees that it will use this information only as required in the performance of the Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the TOWN. The COMPANY further agrees to return said information to the TOWN promptly at its request in whatever form it is maintained by the COMPANY.

9.4 The COMPANY agrees to take reasonable steps to ensure the confidentiality and security of the information in its possession or under its control.

10 INDEMNIFICATION

The COMPANY shall indemnify and hold harmless the TOWN against any and all liability, loss, damages, cost, or expenses relating to personal injury or property damage which the TOWN may sustain, incur, or be required to pay, arising out of or in connection with services performed under this Agreement, by reason or any negligent action or inaction or willful misconduct of the COMPANY, an agent of or person employed by the COMPANY, or any of its subcontractors provided that:

- A. The COMPANY is notified of any claim within a reasonable time after the TOWN becomes aware of it, and
- B. The COMPANY is afforded an opportunity to participate in the defense of such claim. In such event, the COMPANY shall have the right to approve any settlement negotiated.

11 INSURANCE REQUIREMENTS

The COMPANY will maintain all insurance required by law for its employees, including disability, worker compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the TOWN from any and all claims for personal injury and property damage for the entire pendency of the project.

- 11.1 A comprehensive general liability insurance policy with the following limits of coverage: Bodily injury and property damage, \$1,000,000 (One Million) each occurrence, \$1,000,000 (One Million) each individual claim per occurrence, \$2,000,000 (Two Million) aggregate of all claims per occurrence.
- 11.2 A comprehensive automobile insurance policy with the following limits: Bodily injury \$1,000,000 (One Million) each person and \$1,000,000 (One Million) for each occurrence; property damage \$500,000 (One-Half Million) each occurrence, aggregate \$1,000,000 (One Million) for each occurrence.
- 11.3 An insurer licensed and authorized to do business in Vermont must issue all of the insurance. The foregoing comprehensive liability insurance policy and comprehensive automobile liability insurance policy shall include the TOWN as an additional named insured, at no extra cost to the TOWN, and the certificate of the insurance relating thereto shall be submitted to the TOWN within fourteen (14) calendar days of receipt of such written request.

12 TERMINATION OF CONTRACT

- 12.1 Subject to the provisions of the Section entitled "Force Majeure", if the COMPANY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the COMPANY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the COMPANY, then the TOWN shall thereupon have the right to terminate this Agreement by giving written notice to the ~~to to~~ the COMPANY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.
- 12.2 Subject to the provisions of the Section entitled "Force Majeure", if the TOWN shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement or if the TOWN shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the TOWN, then the COMPANY shall thereupon have the right to terminate this Agreement by giving written notice to the TOWN of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

12.3 In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, work sheets, studies, documentation and materials; complete and incomplete, shall be delivered to the TOWN within fifteen (15) calendar days after such termination. The COMPANY acknowledges that any failure or unreasonable delay on its part in the delivery of such materials to the TOWN will cause irreparable injury to the TOWN not adequately compensable in damages. The COMPANY accordingly agrees that the TOWN may, in such event, seek and obtain injunctive relief as well as monetary damages. The COMPANY shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination, which is determined by the TOWN to be satisfactory.

12.4 Notwithstanding the above, in the event of termination, the COMPANY shall not be relieved of liability by virtue of any breach of this Agreement by the COMPANY, and the TOWN may withhold any payments to the COMPANY for the purpose of set-off until such time as the exact amount of damages due to the TOWN from the COMPANY is determined.

13 FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such causes may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or other such competent jurisdiction, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the COMPANY, shall be deemed to render performance impossible, and the TOWN shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the section entitled "Termination" without termination costs, penalties, or other liability.

14 EFFECTIVENESS OF AGREEMENT

The effective date of this Agreement shall be the date upon which the Agreement has been signed and executed by the COMPANY and the TOWN.

15 NOTICES

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by Certified Mail, addressed to the TOWN as identified above and to the COMPANY as identified above.

16 INTEGRATION

All attachments referred to in this Agreement are deemed to be part of the Agreement.

17 AMENDMENT

No amendment to this Agreement shall be effective unless it is in writing, signed by authorized representatives of both parties and attached hereto. The parties shall negotiate any function requested by either side that is not included in this Agreement.

18 WAIVERS

No covenant, condition, duty, obligation; or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

19 GOVERNING LAW; SEVERABILITY

This contract shall be governed by the laws of the State of Vermont. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, APPRAISAL RESOURCE GROUP, INC. and
TOWN OF WILMINGTON, VERMONT has caused this Agreement to be executed by their duly
authorized officers on this ____ day of June, 2018

TOWN OF WILMINGTON
SELECTBOARD

Tom Fitzgerald Wilmington Chair

John Gannon, Vice Chair

Vincent Rice, Selectboard

Sarah Fisher, Selectboard

Ann Manwaring, Selectboard

APPRAISAL RESOURCE GROUP, INC.

By: _____

Title: _____

Date: _____

ATTACHMENTS

The following items are considered a portion of this contract and are herein attached:

Appraisal Resource Group Inc., proposal dated April 6, 2018, submitted in response to the Town's request for reappraisal services.

TOWN OF WILMINGTON
REAPPRAISAL PROJECT SERVICES revised 5/8/18

COST PROPOSAL

NOTE: All tasks and costs are negotiable

*The detailed costs and timeline will be developed with the Listers
Remote internet access to the ProVal CAMA system is required*

ProVal Plus CAMA System provided by Tomson Reuters

One time purchase of software (estimate)	\$4,900
Installation of system by ARG Inc.	\$ 560
ProVal CAMA System annual maintenance Fee (estimate)	\$2,600
Installation of Microsoft SQL Server Express on the town server	\$ 140
SQL Backup And FTP software	\$ 40
GoToMyPC remote access to Lister's office PC	\$ 220
Cost Valuation Table Options	
Marshall & Swift Commercial annual license fee	\$ 50
Moore precision residential cost tables annual license fee	\$ 300
Creation of CAMA database from NEMRC data export File	\$1,400

REAPPRAISAL PROJECT TASKS:

1. CAMA System Management and Customization	\$2,000
Proval CAMA system management and over-site	
Proval CAMA system database management	
2. Residential Computer Sketching and Data Entry	
Data entry of 2,454 properties with residential buildings	\$ 24,454
Data entry for approximately 200 out-of-town parcels	\$2,200
3. Attach digital images for 2,654 parcels	\$ 2,654
3. On-Site Training or Consulting	\$ 70 per hour
4. Condo Market Modeling	\$1,100
5. Comparable Sales Modeling	\$2,000
6. Valuation Analysis & Statistical review	\$ 560

PROJECT TASK OPTIONS

1. Residential Data Collection	\$ 45 per hour
2. Commercial Data Collection and Data Entry	\$ 70 per hour
3. Digital Imaging and attachment to parcels in the ProVal system	\$ 45 per hour
4. Set up property record cards on-line	\$ \$700
Property record card periodic update	\$140/update

Submitted by:

Name of Company, Corporation Appraisal Resource Group, Inc.

Address 4 Doon Way
 Essex Jct, Vermont 05452

Name of Authorized Signer Russell E. Beaudoin, President

Signature of Authorized Signer



Date: May 8, 2018

**PECKHAM ROAD CORPORATION**

375 Bay Road, Suite 100, Queensbury, NY 12804
Tel. (518) 792-3157 Fax (518) 792-3138
www.peckham.com

PROPOSAL**Customer Information:****Attention: ESTIMATOR**

Company: _____
Address: _____
City, State: _____
Phone: _____
Email: _____

Project Information:

P.R.C. Proposal Number: 3933

Job Description: Town of Wilmington FDR & Pave

Type of Work: FDR and Paving

Job Location: Town of Wilmington FDR & Pave

County: Windham County

Date: 5/29/2018

Item No	Quantity	Unit	Description	Unit Price	Total Price
1	1.00	LS	Full Depth Reclamation - Mann Road	\$ 52,007.37	\$ 52,007.37
2	3,454.00	Tons	Paving - Mann Road (Binder and Top)	\$ 77.42	\$ 267,408.68
				Total:	\$ 319,416.05

Conditions:**The following services marked are to be provided by the customer/purchaser:**

- ☒ Location of all utilities, manholes, catch basins, water valves, etc....
- ☒ Trucking
- ☒ Sweeping
- ☒ Trimming
- Fine Grading
- Water for Cold Planers
- ☒ Water for Rollers
- Traffic Control
- ☒ Temporary Striping
- ☒ Lower manholes, catch basins, water valves, etc....
- Mix Design
- Density Monitoring
- ☒ Provide a stockpile/staging area
- ☒ Provide a waste area/dump site
- Night Lighting

Asphalt and fuel price adjustment to apply based on current index

Duration to complete work: 7.00 Days

Project Mobilizations: 1.00 Each

Terms:

- Quoted prices remain in effect for 30 days
- Payment-30 days from date of invoice
- Quotation does not include sales tax
- Quotation submitted by: Tyler Pratt, Project Manager (tprat@peckham.com)

Acceptance of Proposal:

(Print Name)

(Signature)

Tyler Pratt

Tyler Pratt

PROPOSAL

EME MANAGEMENT, INC.

DBA SPRINGFIELD PAVING

86 MAIN STREET
N. SPRINGFIELD, VT 05150
802-886-3300

Proposal #: 53018

Page No. 1 of 1 Pages

Proposal Submitted to Town of Wilmington, VT	Phone 464-5515	Date May 30, 2018
Street	Job Name Mann Road	
City, State and Zip Code Wilmington, VT	Job Location	
ATTN: Selectboard		Job Phone

We hereby submit specifications and estimates for:

A section of Mann Road measuring approx. 5,630 lineal feet X 23' wide or approx. 14,387 s.y.

Reclamation per specifications. Town to grade road. We will reclaim and have also included option with and without calcium Chloride. We will supply roller and traffic control.

Reclamation with no Chloride for a unit cost of \$1.40 per sy or total estimated cost of \$20,141.80.

Reclamation with 1 gal of Chloride per s.y. for a cost of \$2.50 per sy or total estimated cost of \$35,967.50.

To save money town might want to cap after grading using .25 gal per sy themselves.

Paving per specifications.

Installation of asphalt pavement using approx. 3,262 tons at a unit cost of \$60.15 per ton for a total estimated cost of \$196,535.50.

Asphalt pricing is based on VTTRANS liquid asphalt index of \$580.00 and will be adjusted to index at time of installation.

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum of:
dollars \$

Payment to be made as follows:
due upon completion

All material is guaranteed to be as specified. All work to be completed in a substantial workman-like manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

David B. Thurber

David B. Thurber

Note: This proposal may be withdrawn by us if not accepted within
30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____ Signature _____

1 Copy to be returned to Springfield Paving & 1 Copy for customer

MITCHELL SAND & GRAVEL, LLC

ASPHALT • STONE • SAND • GRAVEL

Date: 5/31/2018

Reclamation & Paving Quotation

Company: Town of Wilmington, VT Contact Person: Jessica DeFrancesco
Address: 2 East Main Street, Wilmington, Vermont
Phone Number: (802) 464-5515 Fax Number: Email:

Project Name: Town of Wilmington 2018 Proposed Paving Quote Effective Date: 5/31/2018
Project Location: Mann Rd., Wilmington, VT. Quote Expiration Date: 6/31/2018

Customer Must Specify: ☒ State approved mix Circle one: ☐ VT
☐ Spec mix- non state approved

Estimated Quantity	Description / Type / Spec or Item #	UOM	Quote Price	Extension
14822	Full Depth Reclamation 5800'X23, including 1 gallon per square yard of Chloride - Town supplied grader & contractor supplied roller	SY	\$ 2.30	\$ 34,090.60
				\$ -
3350	Place 2 -3/4" Binder with Type II HBP & 1-1/4" Top with Type IV HBP - Limited to 10% RAP in HBP	Ton	\$ 62.95	\$ 210,882.50
			TOTAL	\$ 244,973.10
	Price includes: Traffic Control, Sweeping, Milled End Cuts & Tack Coat @ 0.03 Gal./SY			

Terms & Conditions: Asphalt Base Price for this project is based on State of Vermont Asphalt pricing posted at time of quote. Liquid asphalt increases above base price (\$479.00) shall be paid to Mitchell Sand & Gravel, LLC.

Asphalt escalation will be applied for the month(s) work is performed and/or completed.

Payment: Net thirty (30) days. Overdue invoices to accrue interest at 1.5% per month. Customer is responsible for all costs of collection, including attorney's fees in the event of non-payment. Account balance must remain current or sheet price will be invoiced.

Your signature and return of this quote will constitute its acceptance as written unless otherwise noted. Upon acceptance, this becomes a binding agreement.

Accepted for:

Name: _____
Title: _____
Signature: _____

Mitchell Sand & Gravel, LLC

Name: Fred Aldrich
Title: Project Manager
Signature: Fred Aldrich

An Affirmative Action and Equal Opportunity Employer
Mohawk Trail, Shelburne, MA. 01370 • (413) 625-6141 • Fax (413) 625-6282
20 Payne Rd, Winchester, NH. 03470 • (603) 357-0881 • Fax (603) 357-0883

REV: 12/2017



All States Asphalt, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021

May 31, 2018

Jessica DeFrancesco
Admin Assistant
Town of Wilmington
2 East Main Street
P.O. Box 217
Wilmington, VT 05363

Dear Ms. DeFrancesco:

We are pleased to submit the following proposal for Full Depth Reclamation with Vibratory Compaction, Calcium Chloride and Traffic Control on Mann Road.

<u>Item</u>	<u>Est. Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Pavement Reclamation w/ Vibratory Compaction, Calcium Chloride & Traffic Control <i>without CaCl₂</i> *Town to supply grader.	<u>14,823 SY</u>	\$ <u>1.99</u> SY <i>.99 sy.</i>	\$ <u>29,497.77</u>

We guarantee that all materials supplied and work done shall comply with the State of Vermont Agency of Transportation Standard Specifications for Highways and Bridges, as well as those of the Town of Wilmington.

We hope the attached will permit our being of service to you.

Very Truly Yours,

ALL STATES ASPHALT, INC.

Alan L. Chicoine
Vice President