REQUEST FOR CONSTRUCTION BIDS  
June 29, 2021  

Dunklee Pond Dam Removal  
Rutland, Vermont

1.0 Project Background

Dunklee Pond Dam is located on Tenney Brook in Rutland, Vermont and was partially breached in 2019 as it was in poor condition and failing. The dam is located just west of Route 7 (North Main Street) approximately 0.75 miles north of the intersection with Route 4. The dam is privately owned and is adjacent to the owner’s home at 178 North Main Street. The goal of the project is to remove the failing dam and accumulated sediment to reduce flood and erosion risk, protect water quality, restore the stream channel, and improve aquatic organism passage. Construction plans accompany this Request for Construction Bids (Attachment A).

Project construction is anticipated between August 1 and October 1, 2021, at which time all instream work at a minimum must be completed. Disturbance must be minimized and contained with sediment and erosion controls that will be applied and maintained throughout the duration of the project.

This project is being led by the Vermont Natural Resources Council (VNRC) and is funded by the US Fish and Wildlife Service, the National Fish Passage Program, the New England Interstate Water Pollution Control Commission in partnership with the Lake Champlain Basin Program, and VTDEC Ecosystem Restoration Program. VNRC will provide Clean Water Project signage and the Contractor is required to post the sign in a visible location for the duration of the project. The Contractor is also obligated to comply with the following sections of the Standard State Provisions for Contracts and Grants, dated December 15, 2017 (Attachment B): Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due to the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

VNRC is currently seeking competitive bids to remove the dam and restore Tenney Brook. Companies that are women-owned, minority-owned, Section 3, and local small businesses are encouraged to submit bids.

2.0 General Scope of Work

Work tasks will generally involve removal of the remains of Dunklee Pond Dam; sediment removal and hauling offsite (11,300 CY); stream channel restoration; removal of failing retaining walls; installation of stone armor; installation of a stone weir; and site restoration (See Attachment A). Planting of 10 ball and burlap trees will be performed as part of this contract, while other plantings shown on the plans such as live stakes and bare root plants will be performed by others in spring 2022.

Work hours will be Monday thru Saturday from 7 am to 7 pm. Work is not allowed on Sundays and holidays. Any change to work hours must be approved by the Landowner, City and Project Engineer.
All disturbed areas including any damage done to private property shall be returned to pre-construction conditions including repairs of the road surface and seeding and mulching all disturbed areas. Disturbance shall be minimized during construction.

The City has identified a legal location to dispose of the sediment being removed from the project site. The site is located across the street from 67 Pierpont Avenue in the City of Rutland, and is 1.6 miles from the project site. Contractor’s are allowed to provide other options for fill disposal and use to provide cost-savings to the project. Note that the sediment accumulated behind the dam has been tested and is designated as an urban soil due to the presence of PAHs. The material thus must be disposed of in a site designated to receive urban soils.

Invasive species are present at the project site. Invasive Species Handling Notes in the construction plans (see Attachment A) have been provided with special instructions to minimize the recolonization or spread of these plants on or off the project site.

3.0 **Owner’s Project Representation**

The owner of the project is the Vermont Natural Resources Council (VNRC) and engineering oversight of the project will be conducted by VNRC’s appointed Project Engineer SLR Consulting (formerly Milone & MacBroom). The Contractor will be obligated to comply with directives from the Project Engineer to ensure that the Contractor meets all contract provisions and design specifications while complying with permit requirements. The Contractor will be obligated to adhere to the Terms and Conditions in the Contract with the owner.

4.0 **Construction Access**

Construction access options are shown on the plans. Construction entrance pads leading from the project site to North Main Street will need to be properly maintained throughout the project to prevent tracking of sediment onto the road surface. North Main Street will likely need to be swept daily to keep clean. Removal of vegetation at each access location shall be minimized. The Project Owner and Project Engineer will work with the Contractor on finalizing details for use of a specific access location.

If the Contractor wishes to leave the dam owner’s land, the land of the additional participant that has granted access to their land, the City right-of-way or City-owned land, permission is required from landowners. Traffic lane closures are not anticipated, yet flaggers may be needed as North Main Street is busy. Any expected traffic lane closures during off-peak hours need to be coordinated with the Project Engineer and the City. All abutters have been notified about the project.

5.0 **Sequence of Work**

A possible sequence of work is provided in the construction plans (see Attachment A). The selected Contractor may suggest adjustments to this sequence or a different sequence of events to the Project Engineer. The final sequence of work will ultimately be determined by the Contractor and submitted to the Project Engineer for review and approval prior to construction.
6.0 Specifications

Primary technical specifications are included in the details and notes on the construction plans (see Attachment A). The Contractor shall refer to the VTrans 2011 Standard Specifications for Construction. A formal technical specification package or project manual does not exist.

7.0 Sediment and Erosion Control

Sediment and erosion control notes, water control notes, and details are contained in the construction plans (see Attachment A). Silt fencing will be required around any stockpiled materials to contain sediment migration during construction. Water control is needed during construction to prevent siltation of the stream. Turbid water is to be treated as shown on the plans or with a suitable alternative. Limits of area of disturbed earth (2 acres) and length of time of unstabilized disturbance (7 days) have been established to minimize impact to the stream.

8.0 Construction Notes

Construction notes are contained in the construction plans (see Attachment A).

9.0 Construction Schedule

Construction is planned for August 1 and October 1, 2021, when all instream work must be completed. A Notice to Proceed will be issued by the Project Engineer following a pre-construction site walk and approval of submittals prior to the start of work. The Project Engineer will provide periodic inspections of the site to ensure that the site remains stable and determine if additional sediment and erosion controls are needed, and if additional site recovery work is needed.

10.0 Regulatory Requirements

Federal, state, and local permitting is under way or has been completed for this project and conditions of each permit must be followed during construction. The Contractor must review permits in full to understand all regulatory requirements prior to construction. All permits must be posted at the project site prior to the start of construction. The following permits have been received.

- US Army Corps of Engineers (Pending)
- VTDEC Rivers Program (Attachment C)
- City of Rutland Zoning (Attachment D)

11.0 Insurance Requirements

A federal grant funding this project has specific insurance requirements for Contractors and Subcontractors. Prior to execution of a contract, the Contractor must provide VNRC with a Certificate of Insurance showing coverage that meets the following requirements:

Workers’ Compensation Insurance. The policy shall cover the obligations of the Contractor in accordance with the Workers’ Compensations Law and Disability Benefits Law covering all operations under the Contract, whether performed by it, or by its subcontractor.
Liability and Property Damage Insurance. Unless otherwise specified, each policy shall have limits not less than: $2,000,000 combined (Bodily Injury and Property Damage); $3,000,000 aggregate, single limit per occurrence.

12.0 Compensation

Payment for the project will be made in installments based on a schedule of values of the bid items. The final payment will only to be made after project completion and approval from the Project Engineer following a final site inspection. Payment will be based on percent complete of the lump sum bid items. Prior approval is needed from the Project Engineer for all change orders. All invoices will be emailed to Karina Dailey of VNRC at kdailey@vnrc.org and copied to the Project Engineer at dosborne@slrconsulting.com for review and payment upon approval.

13.0 Bid Submittal Information & Format

Bids shall be presented on the enclosed bid sheet (Attachment E), along with two project references for past work of a similar nature. Bid proposals must be received in person or via Email by Karina Dailey of Vermont Natural Resources Council at 9 Bailey Avenue in Montpelier, Vermont or at kdailey@vnrc.org in advance of the bid opening scheduled for 1:00 pm Friday July 16, 2021. No late bids will be accepted. Bid results will be read aloud at the bid opening and emailed to all bidders.

Notice of contract award is anticipated by Wednesday July 21, 2021. VNRC reserves the right to reject any or all bids on its own motion. VNRC reserves the right to conduct value engineering with the lowest and most qualified bidder.

A mandatory pre-bid site showing is planned for Monday July 12, 2021 at 10:00 am. Meet at the project site. Parking is available at Rotary Park to the west of North Main Street.

Questions about the bid will be accepted until 5:00 pm on Tuesday July 13, 2021. Final responses to questions will be issued in a final addendum by 5:00 pm Wednesday July 14, 2021.

Electronic copies of the construction plans are attached to this request. For questions contact Doug Osborne or Roy Schiff at SLR Consulting. (802-882-8335; dosborne@slrconsulting.com; rschiff@slrconsulting.com).

14.0 Attachments

- Attachment A: Construction Plans
- Attachment C: VT Stream Alteration Permit
- Attachment D: City of Rutland Zoning Permit
- Attachment E: Bid Sheet
Attachment A

Construction Plans
PAVED DRIVE
DECK
600
605
610
615
620
625
600
605
610
E
E
E
E
TENNEY BROOK
Spalding
Forte Brothers
LTD Partnership
408:226
RETAINING WALL (TYP.)
DUNKLEE POND DAM
(VT ID 173.02)
BREACHED OCTOBER 2019
STATION 0+00
FOOT BRIDGE
DETERIORATED
#184
#186
HEADCUT
OBSERVED 11/18/2019
STONE WALL/
STEP DOWN
BUILDING (TYP.)
CROSS SECTION, TYP.
(SEE CS-1)
-1+00
0+00
1+00
2+00
E
E
E
E
Peaceharbour Series LLC
681:363
LOWEST NON-OVERFLOW POINT: EL. 606.0
IMPOUNDED VOLUME ~ 459,000 CF
NON-JURISDICTIONAL UNDER DAM SAFETY
CHAPTER 43 PERMIT
RS 0+96
RS 0+51
RS -0+24
TRANSITION FROM CONCRETE WALL
TO STONE WALL
EXTENT OF RIPRAP FROM
EMERGENCY BREACH AND
PREVIOUS APPLICATION
(APPROX.)
EXTENT OF HEAVY STONE FILL
FROM EMERGENCY BREACH
(APPROX.)
4-IN DRAIN
PIPE OUTLET
GARDEN
REMOVE REMAINS OF
BREACHED DAM (SEE ST-1)
AND STOCKPILE GRANITE
BLOCKS ON SHAH'S PROPERTY
APPROXIMATE LIMIT OF
SEDIMENT REMOVAL
PROPOSED PILOT CHANNEL AND OHW
WIDTH ~ 23 FT
DEPTH ~ 2 FT
SINUOSITY ~ 1.1
SLOPE ~ 0.7%
SLOPE TO EXISTING GRADE
WITH TYPE III STONE FILL, JOINT
PLANTINGS AND GRUBBINGS,
SEED WITH MIX 2 AND WINTER RYE,
MAX SLOPE 2H:1V.
REMOVE CONCRETE RETAINING
WALL TO 2' BELOW PROPOSED
GROUND AND COVER WITH FILL.
SLOPE TO EXISTING GRADE
WITH TYPE III STONE FILL, JOINT
PLANTINGS AND GRUBBINGS,
SEED WITH MIX 2 AND WINTER RYE,
MAX SLOPE 2H:1V.
TIE GRADING INTO
SEDIMENT REMOVAL
TIE INTO EXISTING
HEAVY STONE FILL
REMOVE COBBLE
RETAINING WALL
SEED AND MULCH ALL FLOODPLAIN AREAS WITH MIX 1 AND WINTER RYE.
REINSTALL STOCKPILED ORGANIC SEDIMENT 3 INCHES, AS NEEDED.
LIVE WOODY VEGETATION TO BE PLANTED BY OTHERS.
ALL LARGE NATURAL WOOD TO BE
RETAINED ON SITE AND EMBEDDED IN
SEDIMENT PER ENGINEER'S DIRECTION IN
FIELD.
REMOVE TREE
REMOVE FOOT BRIDGE AND
PROPERLY DISPOSE OFF SITE
RETAIN DRAIN
PIPE AND SWALE
REMOVE HEAVY STONE FILL
FROM CHANNEL AND
PLACE ON BANKS AT DIRECTION
OF ENGINEER
MATCH PROPOSED CHANNEL GRADE TO
EXISTING AT DIRECTION OF ENGINEER
MAINTAIN A STOCKPILE OF 20 CY OF
REMOVED RIVER GRAVEL FOR PLACEMENT
IN AREAS OF SOFT EXPOSED SEDIMENT IN
PROPOSED CHANNEL
CREATE STONE BENCH FROM
HISTORIC DAM MATERIAL
(FINAL LOCATION TO BE
DETERMINED IN FIELD)
SHEET NAME
DUNKLEE POND DAM REMOVAL (VT # 173.02)
178 NORTH MAIN STREET
RUTLAND, VERMONT
SHEET NO.
6 OF 13
PROPOSED CONDITIONS - DAM REMOVAL AREA
1"=10'
US ROUTE 7 (NORTH MAIN STREET)

605

E

"City of Rutland"

BOX CULVERT

H = 9.4 FT
W = 11 FT
INV. IN = 593.23
INV. OUT = 592.10

WING WALLS (TYP.)

-3+00

RS -2+47

INSTALL FISH PASSAGE WEIR
DOWNSTREAM OF OUTLET
-SEE DETAIL
(LIMIT OF DISTURBANCE EL 593.05
EL 592.15
REINSTALL DISLODGED RIPRAP.
SUPPLEMENT WITH TYPE III STONE FILL TO MATCH TOP OF BANK.
JOINT PLANTINGS AND GRUBBINGS.
SEED WITH MIX 2 AND WINTER RYE.

ACCESS AND STAGING AREA

N 409045.76 E 1514669.00
N 409041.99 E 1514666.89
N 409043.22 E 1514647.62
N 409064.21 E 1514660.64

DUNKLEE POND DAM
LOCATED AT 0+00

ENE N 1060 2070 3080 4090 5001 1101 1201 1301 1401

PROPOSED FISH PASSAGE WEIR

EXISTING GROUND MAXIMUM FILL DEPTH = 3.8 FEET
TYPICAL FILL DEPTH = 1.8 FEET
EXISTING CHANNEL BOTTOM SHEET NAME DATE
PR-3 PROJECT NO. PR-3
DESIGNED RKS
SCALE DRAWN DJO
CHECKED RKS
MAY 11, 2020
5919-05
VARIES

FINAL DESIGN SHEET ADDED
DJO 4/9/2021

PROPOSED CONDITIONS - FISH PASSAGE WEIR
RUTLAND, VERMONT
DUNKLEE POND DAM REMOVAL (VT # 173.02)
178 NORTH MAIN STREET

SHEET NO.
7 OF 13

DESCRIPTION

FINAL DESIGN
SHEET ADDED
DJO 4/9/2021

Copyright Milone & MacBroom, Inc - 2020
1 SOUTH MAIN STREET
WATERBURY, VT 05676
802.882.8335
WWW.MMINC.COM
NOW PART OF
CONSTRUCTION SEQUENCE NOTES

MANAGEMENT NOTES

1. AVOID CREATING STEEP OR VERTICAL SLOPES/BANKS WITHIN WATER CHANNELS. TURTLES DROWN FROM BEING PINNED AGAINST SLOPES/BANKS BY WATER FLOW.
2. THE PROJECT ENGINEER IS TO BE NOTIFIED IMMEDIATELY IF EXCESSIVE SEDIMENT EROSION OCCURS.
3. CLEARING OF NATIVE VEGETATION FOR CONSTRUCTION ACCESS SHOULD BE MINIMIZED.
4. INSTALL FISH PASSAGE WEIR.
5. CONTRACTOR TO PROVIDE A TRAFFIC MANAGEMENT PLAN FOR REVIEW AND APPROVAL BY CITY ENGINEER FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A PROPOSED SEQUENCE TO THE PROJECT ENGINEER PRIOR TO THE START OF CONSTRUCTION.
7. SOIL AND OTHER MATERIALS CONTAINING INVASIVE PLANT MATERIAL MUST BE COVERED DURING TRANSPORT.
8. REMOVE DEWATERING BASIN AND RIPRAP FILTER BERM AND DISPOSE OF COLLECTED SEDIMENT WITHOUT APPLYING TEMPORARY OR PERMANENT STABILIZATION MEASURES AT DIRECTION OF PROJECT ENGINEER, SEE DETAIL.
9. PUMPING IS NOT EXPECTED TO BE NECESSARY FOR THIS PROJECT. TEMPORARY ISOLATION BERMS MAY BE REQUIRED TO PROTECT EXISTING WETLANDS AND TO PROTECT THE SITE AT ALL TIMES.
10. EXPOSED AREAS SHALL BE SEEDED AND MULCHED OR PROTECTED WITH EROSION CONTROL MATERIALS AT DIRECTION OF PROJECT ENGINEER, SEE DETAIL.
EXISTING WETLAND
EXISTING WETLAND
EXISTING WETLAND
FORMER 100-YR
RS -0+24 (24 FEET DOWNSTREAM OF DAM)

RS 0+51 (51 FEET UPSTREAM OF DAM)

RS 0+96 (96 FEET UPSTREAM OF DAM)

RS 2+84 (284 FEET UPSTREAM OF DAM)

RS 4+18 (FORMER BRIDGE ABUTMENTS)

RS 4+54 (454 FEET UPSTREAM OF DAM)

RS 5+42 (542 FEET UPSTREAM OF DAM)

RS 7+69 (769 FEET UPSTREAM OF DAM)

SECTION NOTES:
1. ALL DISTANCES MEASURED DOWNSTREAM.
2. EXCAVATE SEDIMENT TO NATIVE SUBSTRATE OR BEDROCK.
3. PROPPOSED GROUND BASED ON APPROXIMATE LOCATION OF EXISTING OHW.
4. CONSIDER ADJUSTING EXISTING OHW BASE TO MATCH REMOVAL OF LATERAL SEDIMENT.
5. ELEVATION TO BE REMOVED FROM LATERAL SEDIMENT.
6. BLANKETS, TYP.
7. JOINT PLANTINGS

EXISTING OHW
EXISTING OHW
EXISTING OHW
EXISTING OHW
EXISTING OHW
EXISTING OHW
EXISTING OHW
EXISTING OHW

DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)
DISTANCE (FEET)

ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
ELEVATION (FT NAVD 88)
**Notes:**

1. **Construction entrance pad shall be installed and must be integrated with existing curbs and gutters.**

**Construction Access Road**

**Riprap Filter Berm**

**ORANGE CONSTRUCTION SAFETY FENCING**

**APPLICATION OF EROSION CONTROL BLANKET ON SLOPES**

**Sediment Filter Fence**

**WILLOW/DOGWOOD FASCINES**

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**TWO DAYS AFTER ARRIVAL ON THE SITE SHALL BE DISCARDED UNLESS REFRIGERATED AT 40 TO 50 DEGREES FAHRENHEIT.**

**DIRECT SUNLIGHT, DRYING OR OTHER DAMAGE. CUTTINGS OR UNROOTED STOCK THAT IS NOT PLANTED WITHIN PROJECT COMPLETION.**

**JOINT PLANTINGS TO BE PERFORMED BY OTHERS.**

**LIVE STAKE JOINT PLANTING NOTES:**

1. **LIVE PLANT TO BE APPROVED BY ENGINEER.**
2. **MULCH MATERIALS MUST BE PROVIDED AS REQUIRED.**
3. **SEED WITH WET MEADOW MIX.**
4. **RIPRAPP BERM 12" WIDE.**
5. **FACING TOWARDS THE DATA, OR APPROVED EQUAL.**
6. **BACKFILL SOIL INTO VOIDS.**
7. **ENSURE LIVE STAKE ROOTS**

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**LIVE STAKE PLANTINGS**

**NOT TO SCALE**

**APPLICATION OF EROSION CONTROL BLANKET ON SLOPES**

**NOT TO SCALE**

**LIVE STAKE PHOTOGRAPH**

**NOT TO SCALE**

**CONSTRUCTION ACCESS ROAD**

**NOT TO SCALE**

**RIPRAPP FILTER BERM**

**NOT TO SCALE**

**Sediment Filter Fence**

**NOT TO SCALE**

**WILLOW/DOGWOOD FASCINES**

**NOT TO SCALE**

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**LIVE STAKE JOINT PLANTING NOTES:**

1. **LIVE PLANT TO BE APPROVED BY ENGINEER.**
2. **MULCH MATERIALS MUST BE PROVIDED AS REQUIRED.**
3. **SEED WITH WET MEADOW MIX.**
4. **RIPRAP BERM 12" WIDE.**
5. **FACING TOWARDS THE DATA; OR APPROVED EQUAL.**
6. **BACKFILL SOIL INTO VOIDS.**
7. **ENSURE LIVE STAKE ROOTS**

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**LIVE STAKE PLANTINGS**

**NOT TO SCALE**

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**APPLICATION OF EROSION CONTROL BLANKET ON SLOPES**

**NOT TO SCALE**

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**WILLOW/DOGWOOD FASCINES**

**NOT TO SCALE**
Attachment B

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

   After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

   The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

   Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed
herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers’ compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers’ compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney’s fees, except as the same may be reduced by a court of competent jurisdiction. The Party’s liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party’s liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or
acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:
   A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
   B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
   C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
   D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
   A. is not under any obligation to pay child support; or
   B. is under such an obligation and is in good standing with respect to that obligation; or
   C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and
Americans with Disabilities Act’); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)
Attachment C

VT Stream Alteration Permit
AUTHORIZATION TO CONDUCT
STREAM ALTERATION ACTIVITIES
Pursuant to Section C.2.2, and C.2.3
of the Vermont Stream Alteration General Permit

(Reporting activities requiring Application or Registration)

A. Permitted Project Information:

<table>
<thead>
<tr>
<th>Project Number: SA-2596</th>
<th>Waterbody: Tenney Brook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location: 178 North Main Street</td>
<td>Lat./Long: 43.621400 N / 72.974000 W</td>
</tr>
<tr>
<td>Applicant Name: Vermont Natural Resources Council</td>
<td>Email: <a href="mailto:kdailey@vnrc.org">kdailey@vnrc.org</a></td>
</tr>
<tr>
<td>Mailing Address: 9 Bailey Avenue Montpelier, VT 05602</td>
<td>Phone: 802-881-3423</td>
</tr>
</tbody>
</table>

B. Findings:

The Secretary of the Vermont Agency of Natural Resources (VT ANR) has determined that:

This project consisting of the removal of existing stone and masonry dam, excavation of the accumulated sediment, and the revegetation and restoration of the stream channel and the adjacent floodplains.

1. The proposed activity is eligible for coverage under the Vermont ANR Stream Alteration General Permit.
2. The proposed activity will meet the terms and conditions of the General Permit provided:
   a) The project will be completed as shown on the plan dated May 11, 2020, prepared by Milone and Macbroom, as amended in the field, and approved by the Vermont Agency of Natural Resources.

C. Standard Conditions:

1. The project will not adversely affect the public safety by increasing flood hazards.
2. The project will not significantly damage fish life or wildlife.
3. The project will not significantly damage the rights of riparian owners.
4. The project will not obstruct movement of aquatic life indigenous to the waterbody beyond duration of construction.
5. The project is conducted in a manner which minimizes or avoids any discharge of sediment or other pollutants to surface waters in violation of the Vermont Water Quality Standards.
6. The River Management Engineer is notified by phone or email when construction begins and when the project is complete.
7. In-stream working dates for all GP activities are from July 1st through October 1st; any in-stream work outside these dates will require consultation with and prior authorization from the River Management Engineer (RME).
8. Contractor to submit updated stream flow control / dewatering plan for review and approval by the RME.
9. Additional Conditions: Pre-construction meeting with contractor, design engineer, applicant, & RME required.
10. RME approved flow control/dewatering plan becomes an enforceable condition of this issued authorization

This authorization will expire on: December 31, 2022 (unless extended in writing by the RME)

If there are any changes in the project plan or deviation in construction from the approved plan, the Permittee must notify the River Management Engineer immediately. If the project is constructed as you have described, as shown on the above referenced approved plans and per the above conditions, there is no reason to expect any violation of Vermont Water Quality Standards.

Please be aware that the proposed project is in a municipality that participates in the National Flood Insurance Program (NFIP). Construction or storage within the Special Flood Hazard Area (SFHA) as delineated on the FEMA Flood Insurance Rate Map. 24 VSA, Section 4424 requires communities to submit SFHA permit applications to the ANR Regional Floodplain Manager for review and comment to ensure the project is compliant with local and NFIP minimum floodplain management standards.

Please be aware that this authorization does not constitute ANR’s review and comment under 24 VSA Section 4424.

D. Authorization:

Signed this 23 day of December 2020
Peter Walke, Commissioner Department of Environmental Conservation

by: JOSHUA CARVAJAL, PE
Engineer: JOSHUA CARVAJAL, PE
Contact Phone: 802 490-6163
Email Address: joshua.carvajal@vermont.gov
Website: https://dec.vermont.gov/watershed/retters

State of Vermont – ANR Department of Environmental Conservation
Watershed Management Division - Stream Alteration Permitting 1 National Life Drive, Montpelier, VT 05620-3522

Template revised November 2020
Attachment D

City of Rutland Zoning Permit
November 30, 2020

Peaceharbour Series LLC  
c/o Snehal and Michelle Shah  
1346 Villafranca Circle  
Henderson, NV 89052-3184

Application for Conditional Use Permit  
Findings and Decision

In re: 178 North Main Street - Dunklee Dam Removal and Tenney Brook Restoration

Dear Mr. and Mrs. Shah:

An application for a Conditional Use Permit was considered by the Development Review Board (DRB) at a Public Hearing held on November 18, 2020. The DRB reviewed the application under the City of Rutland Land Use Development Regulations. The specific issue under consideration was compliance with the Flood Hazard Area Regulations as amended September 10, 2008.

Present at the hearing were the following members of the Development Review Board:

- Stephanie Lorentz, Michael McClallen, Chairperson, Al Paul and Jim Pell

At the outset of the hearing, the DRB afforded those persons wishing to achieve status as an interested person an opportunity under 24 V.S.A. § 4465 (b) to demonstrate that the criteria set forth in that statute could be met. The property owners/applicants, Michelle and Snehal Shah of Peaceharbour Series LLC, were in attendance. The Applicants were represented by the following team of people:

- Roy Schiff, Milone and MacBroom 1 South Main Street, Waterbury, VT 05676
- Douglas Osborne, Milone and MacBroom
- Todd Menees, VT Dept of Environmental Conservation, Asa Bloomer Building
- Chief William Lovett, Rutland City Fire Dept
- Karina Dailey, Vermont Natural Resources Council

Other members of the public present at this hearing were:

- Sandra Abatiell, 176 North Main St
- Michel Susina, 198 North Main St A-5
- Maryann Noerpel, 190 North Main St
- Paul Spessart, 198 North Main St A-1

During the course of the hearing the following exhibits were submitted to the DRB:
1. Conditional Use application
2. Certified mail receipts showing the hearing notification was sent to abutting neighbors
3. Plan Set dated May 11, 2020
4. Floodway No-Rise / No-Impact Certification dated May 26, 2020

There were also a series of slides used to describe the project during the hearing. All of these exhibits are available at the Department of Building and Zoning at City Hall.

**EVIDENCE AS PRESENTED**
Mr. Schiff described the project as follows:

- The Dunklee Dam, which created Dunklee Pond, has been deteriorating over the years.
- In October 2019 the dam was partially dismantled because it was failing.
- The City, State and other stakeholders have been working together to analyze and design a plan to remove the rest of the dam
- The build-up of sediment has been the primary reason flooding has occurred on adjacent properties
- The plan includes the removal of 11,000 cubic yards of accumulated fine sediment that will be stored in multiple sites across the city for reuse by City departments
- The plan includes restoring the stream channel to conditions that are more similar to other stretches of Tenney Brook
- There will be a series of riparian plantings to assist with regulating stream temperature in support of fish and other creatures.
- A hydraulic survey was conducted to understand the velocity and depth of the stream. It has been determined that once the accumulated sediment is removed, the stream will be 5-6 feet below where it is now with no-rise within the floodplain.
- The project will result in a naturalized floodplain and river system with decreased flood levels.
- The stream will be similar in size to the stretch of stream along Rotary Park, but it will be more naturalized with vegetation versus mowed to the edge of the stream

Todd Menees of the Vermont Department of Environmental Conservation supported Mr. Schiff’s presentation by sharing information about river dynamics and how dams impact them. He noted that the river dynamics will likely be reworked over the course of a year or two before it settles into its channel and riverine vegetation takes hold. He also stated the sediment has been tested by the VT Agency of Natural Resources, Brownfields Division. The testing found the sediment to have low levels of chemicals that are not toxic to humans. It is eligible for use in urban soil areas. It is cleared for use in the manner the City plans to use it.

Karina Dailey of VNRC emphasized how great the partnership has been amongst all involved to create a good project. They are in the midst of securing funding for the project. Chief Lovett described the dam as a significant public safety issue that is resolved through this project.

**FINDINGS AND CONCLUSIONS**
Based on the application, testimony, exhibits and other evidence the DRB makes the following findings:

1. The applicant seeks a conditional use permit (1) remove the remainder of Dunklee Dam, some unused bridge abutments, and 11,000 cubic feet of sediment and (2) install riparian planting along the reestablished stream bed of Tenney Brook within the former Dunklee Pond area.
2. The proposed plan was professionally engineered. It was created with input and involvement from the appropriate State agencies, Vermont Natural Resources Council and other river advocacy groups, and the City of Rutland.

3. Because the project involves work in the floodway, Conditional Use approval is required per §6505 Development Permit Required of the Flood Hazard Area Regulations section of the City of Rutland Zoning Bylaws.

4. The project was reviewed for conformance with §6508 Development Standards.

5. The project has been reviewed by the Vermont Agency of Natural Resources.

6. The project will result in improved stream conditions.

7. A No-Rise / No-Impact Certification has been issued for this project.

DECISION AND CONDITIONS
Based upon these findings, and subject to the conditions set forth below, the Development Review Board approves the Conditional Use Permit. DRB members Lorentz, McClallen, and Paul were present during the deliberative session. The DRB voted (3) YES & (0) NO to approve with conditions.

This approval is subject to the following conditions:

1. Must obtain all required municipal, state and federal permits.

2. Any alteration in the plans that impact the function of the floodway and/or floodplain that were not part of this review shall be submitted to the Zoning Administrator for determination of eligibility for administrative review and/or amendment to this permit, as appropriate.

Michael McClallen
Chair, Development Review Board

NOTICE: This decision may be appealed to the Vermont Environmental Court by an interested person who participated in the proceeding(s) before the Development Review Board. Such appeal must be taken within 30 days of the date of this decision, pursuant to 24 V.S.A. 4471 and Rule 5(b) of the Vermont Rules for Environmental Court Proceedings.

Cc:
- Roy Schiff, Milone and MacBroom
- Douglas Osborne, Milone and MacBroom
- Todd Menees, VT Dept of Environmental Conservation
- Chief William Lovett, Rutland City Fire Dept
- Karina Dailey, Vermont Natural Resources Council

Other members of the public present at this hearing were:
- Sandra Abatiell, 176 North Main St
- Michel Susina, 198 North Main St A-5
- Maryann Noerpel, 190 North Main St
- Paul Spressart, 198 North Main St A-1
Attachment E

Bid Sheet
## BID SHEET

**DUNKLEE POND DAM REMOVAL (VT# 173.02)**

**RUTLAND, VERMONT**

Bids Due: 6/16/2021

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Typical Tasks</th>
<th>Unit</th>
<th>Quantity</th>
<th>Item Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. MOBILIZATION / SITE PREPARATION</strong></td>
<td>Job site setup, traffic control, temporary construction fencing, site access, erosion and sedimentation control measures, construction signage, construction staking and survey, and water control.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>B. DAM AND WALLS REMOVAL</strong></td>
<td>Stone masonry/boulder dam removal and concrete retaining walls removal and haul.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>C. CHANNEL WORK</strong></td>
<td>Sediment removal and haul (11,300 CY), shape channel, and reinstall large wood jams.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>D. STONE INSTALLATION</strong></td>
<td>Install stone slope in place of wall (425 CY) and install fish passage weir.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>E. SITE RESTORATION / DEMOBILIZATION</strong></td>
<td>Seed and mulch (1 AC), plant large trees (10), remove access, and job site cleanup.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID (written and $)**