

# 2023 VTrans Bicycle and Pedestrian Grant Application - Request for Additional Funds

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1. Project Title: RUTLAND CREEK PATH - SEGMENT 3
2. Existing Project Name/Number BP14(24) &TA17(12) & TA21(3)
3. Applicant Name(s): City of Rutland
4. Project Contact Info:
  - a. Name: Susan Schreibman
  - b. Mailing Address: P.O. Box 969
  - c. Town: Rutland
  - d. Zip Code: 05702
  - e. Email Address: [sschreibmangross@gmail.com](mailto:sschreibmangross@gmail.com)
  - f. Phone Number: (802) 353-0005

5. Fiscal Information:

- a. Accounting System  Automated  Manual  Combination
- b. Unique Entity Identifier # LK6TH1XS98C9
- c. Fiscal Year End Month

6. RPC(s)

7. Project Description:

Please give a brief description of the project (100 words or less.) Detailed information should be submitted as part of addressing the selection criteria. Be sure to include identifying streets or landmarks that the proposed project accesses.

This project is for the funding shortfall to construct Segment 3 of Rutland Creek Path, the missing link connecting Segments 1,2 and 4, all of which have been completed. The gap between Segments 2 and 4 requires travel on West Street and Meadow Street, high volume roadways. Segment 3 begins as a 10' wide paved path through a new City Park, south on an easement through Green Mountain Power's parcel and over a new 12'-wide pedestrian bridge to Meadow Street Park, providing a comprehensive, safe and complete multi-modal transportation corridor and recreational facility for the community.

8. **TOTAL ADDITIONAL FUNDING AMOUNT APPLIED FOR:** \$ 303,249  
(taken from the attached "*Additional Funding Worksheet*", including 20% local share)

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  - c. Fiscal Year End Month June
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Please give a brief description of the project (100 words or less.) Detailed information should be submitted as part of addressing the selection criteria. Be sure to include identifying streets or landmarks that the proposed project accesses.

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## **2023 VTrans Bicycle/Pedestrian Program – Additional Funding Criteria Template**

**Applicant Name: Rutland Creek Path - Segment 3**

**Existing Project Name and Number: BP14(24) & TA 17(13) & TA21(3)**

**Brief Project Description: This project is for the funding shortfall to construct Segment 3 of Rutland Creek Path, the missing link connecting Segments 1,2 and 4, all of which have been completed. In its entirety, Rutland Creek Path is a 10-ft. wide, paved multi-use path intended for both commuting and recreational purposes. Segment 3 is 1,026 ft. long, extending from West Street through Green Mountain Power's parcel, across East Creek with a new pedestrian bridge, to Meadow Street park.**

### **Application Checklist**

Make sure everything is included and pages numbered.

(1) Project Application Form (separate PDF file)

All other materials noted below to be provided in the same order as below.

(2) Project Evaluation Criteria Documentation for the project (Pages 1-2)

(3) Copy of Right of Way clearance from VTrans and estimated schedule to complete contract plans and bid documents with estimated bid advertising date (Pages 3-4)

(4) Project Maps (Pages 5-6)

(5) Budget support info (Engineers Estimate Pages 7-8, Belden Bid Pages 9-17)

(6) Additional Funds Calculator output (Page 18)

(7) RPC review confirmation letter (Page 19)

(8) Current letter of support from the municipal governing body (Page 20)

(9) Supporting Documentation (separate PDF file)

Utility Relocation Agreement

Joint Use Agreement

Final Construction Plans

In-kind Contribution Approval Letter

CEDRR Letter of Support

**Project Funding Need – 20 Points:** Describe the situation that led to the need to apply for additional funds.

Segment 3's funding history is unique. Initially the project's grants, STP BP 14(24) and TA17(12) were awarded for Segment 5, which extends from River Street and Dorr Drive bridge to the Ripley Road bridge, connecting to the former College of St. Joseph (CSJ). CSJ lost accreditation and closed, and Segment 5's environmental issues led to a very costly solution involving a 250-foot-long boardwalk at its eastern end and a retaining wall along Dorr Drive. Given the uncertainty of the College's future, the prohibition by VTrans of splitting Segment 5 into 2 parts for construction and the private fundraising strategy, the path "posse" decided that it would be prudent to pursue Segment 3 before Segment 5. VTrans graciously agreed, shifting the grants to Segment 3. A pause was placed on engineering Segment 5.

The engineering firm proceeded to design Segment 3. After the preliminary design was complete in 2020, it was noted that there was an expected shortfall of \$617,406. A 2021 Transportation Alternatives grant application was successful in obtaining an additional \$300,000, requiring a \$75,000 match.

Costs have significantly increased since these grants were initially awarded. Inflation has further escalated the costs. Despite the minimal right-of-way costs for this segment, construction costs are high. A pre-engineered pedestrian bridge is costly and the engineers requested and received a design exception to reduce the foundation height, resulting in beneficial impacts to the overall project cost. Two bids (\$2,047,930 and \$1,629,778) were received in November 2022, and both were rejected. The engineers then reduced the clear width of the bridge from 14' to 12' and changed the railing on the bridge. The revisions were estimated to reduce the construction costs by approximately \$200,000. When re-advertised in April 2023, two bids were received- \$1,842,920 and \$1,393,960. This does not include the utility work required to replace utility poles with an estimated cost by Green Mountain Power (GMP) of \$43,585, for which the City has a separate contract with GMP.

This community project is truly unique in the phenomenal community-wide commitment that this project has enjoyed since its inception. In-kind materials and labor have been inherent in each segment and for this Segment 3, VTrans has approved a total of \$129,405, and the Path project will get 80% of that (\$103,524) as in-kind match. The matching cash funds for the existing grants, \$108,198 has been donated by community businesses and individuals.

Adjusting the construction costs for inflation and including contingency to reflect a more accurate estimated construction cost is:

\$1,533,356	Belden's bid + 10% contingency
\$ 153,335	Construction inspection services (10% of construction cost )
\$ 45,764	GMP utility work inflated 5%

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**\$1,732,455    TOTAL**

It is understood that an additional \$60,650 in matching funds is required for this grant application request of \$303,249.

**Funding Documentation – 10 Points:** Provide any explanatory text regarding documentation of the project budget shortfall. Please attach the additional funding calculator (provided as Appendix G of the guide) and any other documentation to support project costs being presented.

While the grants and matching cash and in-kind funding have moved the project forward through the development phases of engineering and right-of-way, time has lapsed and the construction costs have increased significantly. The engineers used a 2 and 5 year averaged price list (2018-2020 and 2015-2020) to develop the construction estimate.

As the project developed and a shortfall was noted, it was addressed by applying for additional funds (TA 21(3)). However, until a cost proposal was actually received for the construction inspection services in February 2023 and bids were received for construction in April 2023, definitive costs were unknown. In addition, the bids and Construction Inspection Services contract did not include contingencies. Therefore, it is prudent to add 10% contingencies to these amounts.

The March 2022 Utility Relocation Agreement between GMP and the City of Rutland for utility relocation and pole replacement work includes a cost of \$44,698, which was GMP's estimate for the work. There is a clause in the Agreement that the City will be required to pay the actual cost once the work is completed and costs are tried up. This cost was inflated 5% to \$46,933 to more accurately represent the actual cost.

**Attachment G:  
2023 Additional Funding Worksheet**

**Applicant Name:** City of Rutland  
**Project Title:** Rutland Creek Path- Segment 3  
BP14(24) & TA17(13) & TA 21(3)

**Determining Make Up Funding for an Existing Project**

Original Award (including Local share)	\$1,628,285
Engineering Expenses to Date	\$182,830
Project Management Expenses to Date	\$10,040
ROW expenses to Date	\$5,500

<b>Amount Remaining from original award</b>	<b>\$1,429,915</b>
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Utility Relocation	\$46,933	GMP contract + 5% inflation
Balance of Engineering contract to be billed	\$13,620	
Balance of Project Management to end of project	\$5,000	
Balance of ROW expenses anticipated	\$0	
Estimated Construction Cost	1,533,356	Belden's bid + 10% contingency
Estimated Construction Inspection Cost	\$134,255	GPI's contract + 10% contingenc

**Total Cost to Complete Project** **\$1,733,164**

<b>Amount Remaining in Grant Award (or deficit)</b>	<b>(\$303,249)</b>
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**AGREEMENT A**  
(reimbursable relocation work)

**CITY OF RUTLAND**  
**UTILITY RELOCATION AGREEMENT**

**CITY OF RUTLAND**  
**PROJECT NUMBER: STP BP 14(24) & TA 17(13) & TA 21(3)**

**THIS AGREEMENT**, made and concluded by and between the CITY of RUTLAND, hereinafter referred to as the MUNICIPALITY and GREEN MOUNTAIN POWER CORPORATION, (GMP), a Vermont corporation duly organized and existing in the State of Vermont with its principal place of business at Colchester, VT hereinafter referred to as the OWNER;

**WITNESSETH:**

**WHEREAS**, the MUNICIPALITY has developed a transportation project identified as Rutland Creek Path – Segment 3, a multi-use path in the city of Rutland; and

**WHEREAS**, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said improvements and does not include work solely benefiting the OWNER, its contractor, or the construction contractor; and

**WHEREAS**, Federal funds will participate in the cost of the services described in this agreement, pursuant to the provisions of Title 23, United States Code; and Title 23, Code of Federal Regulations ("CFR") Part 645, which are incorporated herein by reference in the same proportion as Federal funds expended on the above captioned project and as follows.

**THE MUNICIPALITY AND THE OWNER MUTUALLY AGREE:**

**Scope of the Work**

That the RELOCATION WORK, detailed plans and estimates of which consists of:

**MEADOW STREET PARK**

Land is owned by the City of Rutland, with Green Mountain Power holding a non-terminable easement on the parcel. Utility modifications include installing a new, taller pole to allow for a 20' clearance between existing overhead wires and the top chord of the proposed pedestrian bridge over East Creek.

**298 WEST STREET PARCEL**

Land is owned by Green Mountain Power, with an easement being granted to the City of Rutland to allow construction and operation of Segment 3 of the Rutland Creek Path. Utility modifications include installing a new, taller pole to allow for a 20' clearance between existing overhead wires and the top chord of the proposed pedestrian bridge over East Creek. Additionally, the existing anchoring on the poles near East Creek need to be modified due to the location of the Path.

**295 WEST STREET PARCEL**

Land is owned by City of Rutland. Utility modifications include utilizing a truck along West Street (operated by Green Mountain Power at no charge) to hold two (2) existing utility poles in place during excavation and backfill of trail subbase in the areas of existing guy wires. Traffic control costs are to be paid for by the project. A total of four (4) protective bollards will be installed adjacent to the guy wires as part of the project to protect Green Mountain Power owned infrastructure.

**Payment**

- a. The **MUNICIPALITY** agrees to pay the **OWNER** \$44,698 for the work based on the estimate within thirty (30) days of receipt of invoice.

Contractor Expense	\$ 960
Internal Labor	\$ 8,915
Materials	\$9,752
Overheads	\$25,071
<b>TOTAL</b>	<b>\$44,698</b>

- b. Upon completion of the Scope of the Work, **OWNER** will "true up" the utility incurred costs and an invoice reflecting the actual cost post construction will be provided to the **MUNICIPALITY** and the **MUNICIPALITY** will be responsible for any additional costs or **GMP** will reimburse the project, should the actual cost be less than the estimate.



## **Termination**

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate. Upon termination of the agreement, the relationship between the MUNICIPALITY and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable Local, State and Federal laws and regulations governing the operation of utility facilities within public highways.

### **THE MUNICIPALITY AGREES:**

To provide traffic control on West Street while the OWNER performs the work in accordance with the Scope of Work.

### **THE OWNER AGREES:**

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations

To accomplish all RELOCATION WORK described in the Scope of Work section furnishing all labor, materials and equipment necessary to complete the work.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the Scope of Work, at no cost to the MUNICIPALITY.

To notify the MUNICIPALITY and Local Project Manager of any substantial changes in the scope or character of the RELOCATION WORK when those costs associated with the change increase the total project cost by more than ten (10) percent of the original estimate. This notification should be made as soon as the need for such change becomes apparent.

To notify the MUNICIPALITY at least twenty-four (24) hours in advance of beginning or resuming RELOCATION WORK for which reimbursement will be claimed.

To submit to the MUNICIPALITY, upon request, weekly progress reports of labor, materials and equipment used in the RELOCATION WORK.

To maintain in good and safe condition its facilities located within the project limits

and to repair any property damage resulting from such maintenance to the satisfaction of the MUNICIPALITY.

To accumulate all actual direct and related indirect costs by means of special work orders or job orders in accordance with the accounting procedures used in its regular work.

To include in any progress or final billing to the MUNICIPALITY receipted bills from third parties where applicable and a detailed statement of labor, materials, equipment and incidental expenses incurred in the RELOCATION WORK during the billing period. The MUNICIPALITY will send reimbursements directly to OWNER at:

**Green Mountain Power, Attn: Paula Valente, 2152 Post Road, Rutland, VT 05701**

To submit final billing for reimbursement to the MUNICIPALITY within 120 days after completion of the work, such billing to contain the information required by 23 C.F.R. 645.117(i).

To allow authorized representatives of the MUNICIPALITY, the State of Vermont and the Federal Highway Administration (FHWA) to audit its utility cost records as may be required in determining reimbursement, including investigation of all records and any stipulation made by the OWNER as to the derivation of betterment and expired service life, if any, and to retain such records for a minimum of three (3) years after final payment has been received.

This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same  
this 22<sup>nd</sup> day of March, 2022 the MUNICIPALITY, by its Duly Authorized Agent,  
and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

MUNICIPALITY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_  
(AUTHORIZED AGENT)

\_\_\_\_\_  
(TITLE)

IN WITNESS WHEREOF:

OWNER:

Joshua Parke  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BY:

John R. Fiske  
\_\_\_\_\_  
John R. Fiske  
(AUTHORIZED AGENT)

Director of Engineering  
(TITLE)

Attachment #1

**CONSTRUCTION CONDITIONS**

1. All communications between the OWNER, contractors, and any other parties having an interest in the construction contract shall be via the MUNICIPALITY's representative on the project.

**2. BUY AMERICA PROVISIONS**

Buy America provisions, in accordance with Title 23, United States Code, Section 313 and Title 23, Code of Federal Regulations, Section 635.410 apply to the RELOCATION WORK covered by this Utility Relocation Agreement. All steel and iron products permanently incorporated into Federal-Aid projects shall be products that have been entirely manufactured within the United States. All manufacturing processes of the steel or iron material in a product (i.e., smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extending, machining, bending, grinding, drilling and coating. Buy America requirements of Titles 23, Code of Federal Regulations, Section 635.410 are applicable to all Federal-Aid construction projects. The OWNER shall provide the UTILITIES & PERMITS UNIT with a written certification prior to performing any RELOCATION WORK pursuant to this Utility Relocation Agreement, confirming that only domestic steel and/or iron products will be used by OWNER for this project. Documentation Records proving this certification must be maintained by the OWNER for three (3) years after final payment under this agreement is made. This Buy America Certification may be subject to audit and may be used in any proceeding under the False Claims Act, Title 18, United States Code, Section 1020 and Title 23 Code of Federal Regulations, Section 635.119. Further, failure to comply with any Buy America requirements may jeopardize reimbursement of the RELOCATION WORK.

3. All logs, trees, underbrush, slash, etc. resulting from clearing operations associated with relocation work shall be burned or otherwise disposed of by the OWNER or its agents, as directed by the Engineer.

4. Any burning associated with construction activities or maintenance operations performed under this agreement shall not use tires or similar manufactured products as ignition material. The OWNER is responsible for procuring all permits or rights necessary for such disposal.

5. Abandoned, unused or junk materials associated with the Relocation Work shall be disposed of by the OWNER in a manner approved by the MUNICIPALITY, except that abandoned underground facilities shall become the property of the contractor, and may not be acquired by the OWNER or the MUNICIPALITY.

6. Material disturbed by the placement of underground facilities which will ultimately be located beneath the sub-grade shall be compacted as required by the construction contract and in a manner approved by the MUNICIPALITY.

7. Maintenance of utility plants located within operational limited - access highway facilities must be conducted from outside the limited - access facility where it is reasonably possible to do so.

8. Project signing and traffic control shall be in conformance with the MUTCD, Agency of Transportation Standard E-119 and any additional signing or traffic control deemed necessary by the MUNICIPALITY. (MUTCD available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.)

**JOINT USE AGREEMENT**

*[Signature]* CITY CLERK  
*[Signature]* ATTORNEY

This Agreement was made this 13<sup>th</sup> day of February, 2018, by and between **GREEN MOUNTAIN POWER CORPORATION**, a corporation existing according to law with its principal place of business in the Town of Colchester, County of Chittenden and State of Vermont, hereinafter referred to as **GMP** and **CITY OF RUTLAND**, a incorporated municipality in the County of Rutland and State of Vermont, hereinafter referred to as **RUTLAND**.

WHEREAS, GMP presently operates and maintains electric transmission lines within easement corridors 135 feet wide and 100 feet wide, which corridors were acquired through an easement deed granted by Sisters of St. Joseph Society to Central Vermont Public Service Corporation, dated November 27, 1950 and recorded in Book 87 at Page 427 of the City of Rutland Land Records (hereinafter referred to as the "Easement Corridors"). Green Mountain Power Corporation was the surviving corporation after its merger with Central Vermont Public Service Corporation on October 1, 2012.

WHEREAS, RUTLAND wishes to locate, construct, use and maintain a shared use recreational path and associated improvements within and across the limits of portions of the Easement Corridors for the purpose of non-motorized use by the general public (hereinafter referred to as "Path"); and

WHEREAS, GMP desires to cooperate with RUTLAND in the location, construction, use and maintenance of said Path and is willing to grant permission for such Path within the limits of the Easement Corridors in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, GMP and RUTLAND agree as follows:

1. GMP, insofar as it may legally do so, gives RUTLAND the right and permission to enter upon the aforementioned Easement Corridors for the purpose of locating, constructing, using and maintaining said Path, provided that such permission is granted and conditioned upon RUTLAND'S compliance with the terms and conditions described herein. IT IS FURTHER UNDERSTOOD that the location of the Path is on property which is not owned by GMP and in no way shall this Agreement be construed as a representation or consent by GMP on behalf of any underlying property owner(s). GMP is hereby providing its conditional permission solely as it pertains to the rights granted to it in the aforementioned easement deed. It shall be the sole responsibility of RUTLAND to secure any other necessary permissions and property rights for its Path from any such underlying property owner(s).
2. RUTLAND represents and warrants that the Path shall be located and constructed only as shown on Sheets 3 and 4 of the Draft Right of Way Plans, June 17 as provided to GMP by RUTLAND and entitled "RUTLAND CREEK PATH, SEGMENT 4, RUTLAND STP BIKE(61)," dated 9-20-16, Proj. No. 13050, as prepared by Lamoreux & Dickinson Consulting Engineers, Inc. and to be filed in the Rutland City Clerk's Office.
3. RUTLAND shall notify GMP in writing of any changes to or deviations in such Path within the Easement Corridors and shall not construct such changes without the consent of GMP, which consent shall not be unreasonably withheld or delayed.
4. In advance of entry onto the Easement Corridors for construction purposes, RUTLAND shall contact GMP to arrange a "pre-construction" site meeting between GMP and the general contractor for the Path project to review GMP requirements and procedures for working in the proximity of the aforementioned electric power lines. Furthermore, except for emergency circumstances requiring immediate attention (in which event RUTLAND shall notify GMP as soon as possible, but no later than 24 hours), RUTLAND shall notify GMP at least 48 hours prior to commencing the work within said Easement Corridors.
5. During construction of the Path, RUTLAND shall place and maintain proper, highly visible signage around the construction site within and along the Easement Corridors which warn equipment operators and workers of the presence of the overhead electrical hazard (power lines).
6. RUTLAND agrees that it will only alter the present grade of the land within said Easement Corridors only as shown on the aforesaid plans referred to in Paragraph 2.
7. RUTLAND agrees that no planting of trees or shrubbery shall occur in the Easement Corridors without prior review and approval of GMP, which approval shall not be unreasonably withheld.
8. No construction materials, debris or supplies or any other matter may be stored or stockpiled within the Easement Corridors. Except as immediately necessary during the construction of the Path, no fill or soil shall be piled within the Easement Corridors.
9. RUTLAND agrees that if, as a result of activities related to the construction, use, maintenance or repair of said Path, any of the GMP power lines need to be raised, are damaged or require repair, replacement or relocation, then any expenses involved in the repair, replacement or relocation of GMP power lines shall be borne solely by RUTLAND. Should, due to RUTLAND'S activities in the Easement Corridors, any of the GMP pole or anchor structures be disturbed, require holding during construction or require replacing, in the sole opinion of GMP, then any expenses involved in the repair, replacement or securing of the GMP structures shall be borne solely by RUTLAND.

10. RUTLAND agrees that no blasting shall occur within the Easement Corridors without prior review and approval from GMP, which approval may have conditions such as the required use of matting.

11. RUTLAND agrees that it shall not place, install or construct, or permit the placement, installation or construction of any fixtures or structures of any kind within the limits of the Easement Corridors.

12. No snow shall be piled directly underneath GMP lines or within fifteen feet (15') of any of the GMP poles or anchor guys. Any snow piled within the Easement Corridors shall not exceed six feet (6') in height and shall not be piled so as to restrict access by GMP to the Easement Corridors or its facilities.

13. In the event said Path is destroyed or damaged, RUTLAND, at its sole cost, agrees that any repair/replacement of the Path within the said Easement Corridors will be done in accordance with the terms of this Agreement and in a safe manner without interference with the GMP power lines or any other lines or equipment now or hereinafter within the said Easement Corridors.

14. Except for emergency circumstances requiring immediate remediation (in which event RUTLAND shall notify GMP as soon as possible, but no later than 24 hours), RUTLAND shall notify GMP at least 48 hours prior to performing any work for the reconstruction or maintenance of its Path within the Easement Corridors if such work requires the use of equipment capable of exceeding fourteen feet (14') in height.

15. RUTLAND agrees that GMP shall have the right to monitor and inspect all construction to be done by RUTLAND, by itself or through its contractors, within the said Easement Corridors, and also the right to stop all construction within the said Easement Corridors which, in the reasonable opinion of GMP, either endangers or would tend to endanger, the safe and continued operation of said electric power lines, construction to resume as soon as any such unsafe conditions or activities are terminated, in the reasonable opinion of GMP.

16. With the exception of the actual Path itself, after the construction, maintenance or repairs of the Path, RUTLAND shall make any and all repairs necessary to restore the soil of said Easement Corridors to its present condition or to an altered condition reasonably acceptable to GMP. If necessary, RUTLAND agrees that it shall take appropriate measures (e.g. seeding, mulching and silt control) to prevent erosion in the Easement Corridors.

17. RUTLAND acknowledges that GMP may need to access its Easement Corridors from time to time and agrees that any paving, top dressing or other improvements to the Path in the Easement Corridors (the "Construction") shall be accomplished so as to allow access by GMP heavy equipment. GMP shall not be liable for any damages to the Path or associated improvements caused by or as a result of the Construction not accommodating for the weight and size of GMP's heavy equipment.

18. RUTLAND agrees that GMP shall have the right and permission, without limitation, to travel over and upon said Path, both inside and outside of the limits of the Easement Corridors, at any time for the purpose of gaining access to and maintaining said Easement Corridors and to inspect, construct, repair, replace or remove GMP facilities within said Easement Corridors. Nothing herein shall be construed to limit GMP access to its Easement Corridors and nothing shall be placed across the Easement Corridors to obstruct/limit GMP access.

19. RUTLAND hereby acknowledges and voluntarily assumes any and all risks associated with the location, construction, maintenance and use of its Path within or adjacent to the GMP Easement Corridors and in proximity to GMP power lines and facilities and, therefore, agrees to indemnify, defend and hold harmless GMP, against any and all liabilities, including, without limitation, environmental damage or other contamination (however defined), reasonable attorney's fees, and any and all other legal or related costs, to GMP, its successors and assigns or to third persons, including, without limitation, agents, employees and invitees of RUTLAND, arising from or in any way attributable to the presence of RUTLAND'S Path or the construction, maintenance or use of the same; furthermore, without limiting the above clause, RUTLAND shall also be liable to GMP, its successors and assigns, for any damage, including, without limitation, environmental damage and or other contamination (however defined), reasonable attorneys' fees and any and all other legal and related costs, to GMP property or facilities caused in any way by the presence of RUTLAND'S Path or the construction, maintenance or use of the same.

20. RUTLAND hereby assumes full liability for any interruption of GMP electric service resulting from the construction, use and maintenance of the aforementioned Path and RUTLAND will reimburse GMP for all claims, costs or expenses resulting from any interruption of service caused by RUTLAND'S construction, use or maintenance of the Path.

21. It is further understood and agreed that nothing in this Agreement is to be construed as a representation or warranty by GMP that all applicable State, Federal or Local regulations have been or will be complied with by RUTLAND in conjunction with the location, construction, maintenance and use of said Path or any other activities conducted by RUTLAND.

22. This Agreement shall act as a supplement to the aforementioned GMP easement deeds and except as otherwise specifically set forth herein, the terms and conditions of said easement deeds shall remain in full force and effect.

23. It is further mutually understood and agreed that this Agreement shall be binding upon the respective successors and assigns of the parties hereto.

24. This Agreement contains the entire agreement of the parties hereto relating to the subject matter herein, and may only be modified by a written amendment signed by the parties. This Agreement shall be construed in accordance with the laws of the State of Vermont. This Agreement shall be recorded in the City of Rutland Land Records.

THIS AGREEMENT was executed as of the day and year first above written.

IN WITNESS WHEREOF, Green Mountain Power Corporation has hereunto caused these presents to be executed in its name and on its behalf by William J. Jakubowski, its Authorized Agent, this 13<sup>th</sup> day of February, 2018.

Colleen A Kelly  
Witness

State of Vermont)  
County of Rutland)

**GREEN MOUNTAIN POWER CORPORATION**

By: William J. Jakubowski  
William J. Jakubowski,  
Authorized Agent

At the Town of Rutland, in said County, this 13<sup>th</sup> day of February, 2018, personally appeared William J. Jakubowski who executed the foregoing instrument for and on behalf of said Green Mountain Power Corporation and, as its Authorized Agent, acknowledged the same to be his free act and deed and the free act and deed of said Green Mountain Power Corporation.

Before me, Colleen A Kelly  
Notary Public  
My Commission Expires: Feb. 10, 2019

IN WITNESS WHEREOF, the City of Rutland has hereunto caused these presents to be executed in its name and on its behalf by David Allaire, its Mayor, this 13<sup>th</sup> day of February, 2018.

Matthew L  
Witness

State of Vermont)  
County of Rutland)

CITY OF RUTLAND  
By: David W Allaire  
David Allaire, Mayor

At the City of Rutland, in said County, this 13<sup>th</sup> day of February, 2018, personally appeared David Allaire who executed the foregoing instrument for and on behalf of said City of Rutland and, as its Mayor, acknowledged the same to be his free act and deed and the free act and deed of said City of Rutland.

Before me, Judith Frager  
Notary Public  
My Commission Expires: Feb. 10, 2019





STATE OF VERMONT  
AGENCY OF TRANSPORTATION

QUANTITY SHEET

SUMMARY OF ESTIMATED QUANTITIES

TOTALS

DESCRIPTIONS

DETAILED SUMMARY OF QUANTITIES

Item No.	Quantity	Unit	Description	Material	Unit Price	Total	Notes
AC	1.86	CU YD	CLEARING AND GRUBBING INCLUDING REMOVAL TREES AND STUMPS		201.11		
AD	84173	CU YD	COMMON EXCAVATION		202.18		
AE	68.59	CU YD	EXCAVATION OF SURFACES AND PAVEMENTS		262.29		
AF	750.00	CU YD	EARTH BORROW		261.90		
AG	102.00	CU YD	TRENCH BACKFILL OF EARTH		261.90		
AH	400.00	CU YD	STRUCTURE EXCAVATION		261.90		
AI	520.00	CU YD	GENERAL BACKFILL FOR STRUCTURES		261.90		
AJ	1.00	CU YD	CONCRETE		260.45		
AK	1135.32	CU YD	SUBBASE OF CURBED GRANVEL CORNER GRADE		260.45		
AL	73.78	CU YD	AGGREGATE SURFACE COURSE		260.45		
AM	27.12	CU YD	AGGREGATE SHOULDER		401.92		
AN	58.00	CU YD	MULTI-LEVEL ASPHALT		401.92		
AO	34.00	CU YD	CONCRETE		401.92		
AP	1888.60	CU YD	HIGH PERFORMANCE CONCRETE CLASS PCS		501.38		
AQ	2802.00	CU YD	REINFORCING STEEL LEVEL 1		501.38		
AR	28.00	CU YD	WATER REPLENT BLANK		514.12		
AS	74.82	CU YD	BRIDGE EXPANSION JOINT ASPHALTIC PAV		514.12		
AT	666.00	CU YD	CONCRETE CLASS B		514.12		
AU	1.00	CU YD	8 INCH LACERATION PIPE		514.12		
AV	304.22	CU YD	DEBT AND ICE CONTROL WITH CALCEM CHARGE		514.12		
AW	1.00	CU YD	STONE FILL TYPIC		514.12		
AX	49.00	CU YD	CAST IN PLACE CONCRETE CURB TYPIC		514.12		
AY	27.77	CU YD	REMOVAL OF EXISTING CURB		514.12		
AZ	80.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BA	8.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BB	207.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BC	15.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BD	283.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BE	40.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BF	40.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BG	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BH	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BI	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BJ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BK	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BL	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BM	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BN	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BO	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BP	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BQ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BR	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BS	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BT	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BU	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BV	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BW	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BX	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BY	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
BZ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CA	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CB	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CC	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CD	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CE	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CF	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CG	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CH	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CI	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CJ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CK	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CL	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CM	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CN	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CO	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CP	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CQ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CR	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CS	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CT	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CU	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CV	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CW	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CX	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CY	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
CZ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DA	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DB	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DC	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DD	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DE	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DF	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DG	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DH	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DI	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DJ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DK	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DL	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DM	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DN	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DO	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DP	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DQ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DR	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DS	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DT	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DU	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DV	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DW	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DX	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DY	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
DZ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EA	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EB	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EC	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
ED	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EE	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EF	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EG	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EH	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EI	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EJ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EK	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EL	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EM	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EN	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EO	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EP	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EQ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
ER	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
ES	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
ET	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EU	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EV	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EW	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EX	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EY	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
EZ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FA	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FB	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FC	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FD	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FE	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FF	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FG	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FH	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FI	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FJ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FK	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FL	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FM	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FN	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FO	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FP	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FQ	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FR	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FS	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FT	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FU	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FV	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FW	1.00	CU YD	PORTLAND CEMENT CONCRETE MEDIAN 18 INCH		514.12		
FX	1.00	CU					















DATE: 03/08/2023

No.	Date	Description

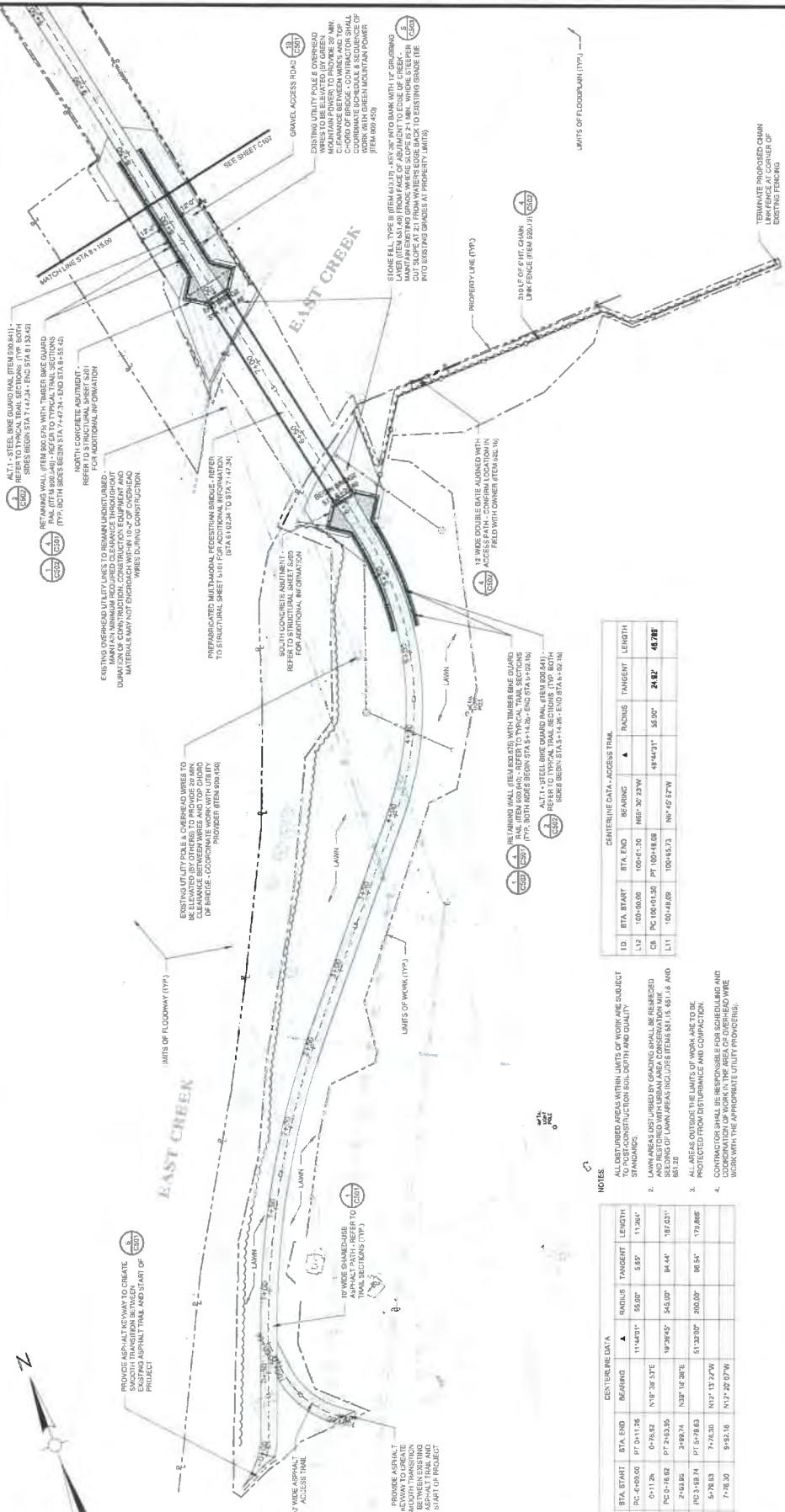


**CONTRACT DOCUMENTS**

Scale: 1" = 30'  
 Date: MARCH 8, 2023  
 Drawn By: JMG  
 Reviewed By: JRS  
 Approved By: DCS  
 VARS PROJECT NO.: 23005  
 VARS SHEET NO.: C106

**TRAIL PLAN AND PROFILE**

**C106**



**CENTERLINE DATA - ACCESS TRAIL**

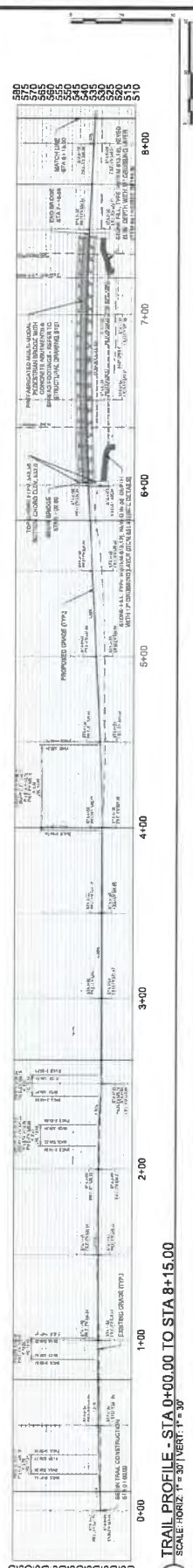
ID	STA START	STA END	BEARING	RADIUS	TANGENT	LENGTH
L12	100+00.00	100+01.30	N68°30'23"W	49.4231'	56.00'	4.787'
C8	PC 100+01.30	PT 100+18.09	91°42'31"	56.00'	24.82'	4.787'
L11	100+18.09	100+18.73	N8°42'51"W			

- NOTES**
- ALL OUTLINED AREAS WITHIN LIMITS OF WORK ARE SUBJECT TO POST-CONSTRUCTION SOIL DEPTH AND QUALITY STANDARDS.
  - LAWN AREAS DISTURBED BY GRADING SHALL BE RESEEDDED. SEEDING OF LAWN AREAS INCLUDES FEEDS AT 1.5, 65 LBS AND 65 LBS.
  - ALL AREAS OUTSIDE THE LIMITS OF WORK ARE TO BE PROTECTED FROM DISTURBANCE AND COMPACTION.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND WORK WITH THE APPROPRIATE UTILITY PROVIDERS.

**CENTERLINE DATA**

ID	STA START	STA END	BEARING	RADIUS	TANGENT	LENGTH
D1	PC 4+00.00	PT 0+11.76	N11°45'1"	56.00'	5.85'	11.284'
L1	0+11.76	0+76.82	N78°28'53"E			
C2	PC 0+76.82	PT 2+03.95	19°26'45"	54.00'	84.44'	18.031'
L2	2+03.95	2+98.74	N23°12'28"E			
C3	PC 2+98.74	PT 5+29.03	51°32'07"	200.00'	86.54'	178.866'
L3	5+29.03	7+26.30	N72°13'27"W			
L4	7+26.30	9+25.18	N17°25'07"W			

**1 SITE PLAN - STA 0+00.00 TO STA 8+15.00**  
 SCALE: 1" = 30'



**2 TRAIL PROFILE - STA 0+00.00 TO STA 8+15.00**  
 SCALE: 1" = 30' VERT 1" = 3'







**PAVEMENT MARKINGS**

STA. START	STA. END	OFFSET	COLOR	PURPOSE / TYPE	SIZE	STANDARDS
12+12.38		2.50'	WHITE	STOP BAR	12" W X 4" D	VTTRANS STANDARD SHEET A-40
12+22.85	12+33.88	0.00'	WHITE	CROSSWALK	2" W X 12" D, 2" SPACING	MUTCC
12+45.18		+2.50'	WHITE	STOP BAR	12" W X 4" D	VTTRANS STANDARD SHEET A-40
12+45.18	12+15.84	0.00'	YELLOW	TRAIL CENTER LINE - SOLID	4" W	VTTRANS STANDARD SHEET A-40

**SIGN SCHEDULE**

STA.	OFFSET	TEXT	MUTCD NO.	MOUNTING	SIZE	NOTES
12+12.38	8.00'	STOP	R1-1	POST, 5' C	18" X 18"	CONFORM TO VTTRANS / MUTCD
12+12.38	-8.00'	AUTHORIZED VEHICLES ONLY	R6B-11	POST, 5' C	30" X 24"	CONFORM TO VTTRANS / MUTCD
12+15.88	8.00'	(RRFB)				SOLAR, DESIGNED TO BE RELOCATED
12+44.62	-8.00'	PLEASE STOP AND TURN ON WARNING LIGHTS VEHICLE ONLY	R1B-25	POST, 5' C	17" X 30"	CONFORM TO VTTRANS / MUTCD
12+45.18	8.00'	STOP	R6B-11	POST, 5' C	30" X 24"	CONFORM TO VTTRANS / MUTCD
12+45.18	-8.00'	STOP	R1-1	POST, 5' C	18" X 18"	CONFORM TO VTTRANS / MUTCD

**CURB SCHEDULE**

STA. START	STA. END	STA. END OFFSET	CURB TYPE
12+23.84	-17.87'	-11.00'	STANDARD
12+23.84	-11.00'	-5.00'	TAPER
12+23.84	-5.00'	0.00'	TAPER
12+23.84	0.00'	5.00'	TAPER
12+23.84	5.00'	11.00'	TAPER
12+23.84	11.00'	17.87'	TAPER
12+23.84	17.87'	24.83'	TAPER
12+23.84	24.83'	31.79'	TAPER
12+23.84	31.79'	38.75'	TAPER
12+23.84	38.75'	45.71'	TAPER
12+23.84	45.71'	52.67'	TAPER
12+23.84	52.67'	59.63'	TAPER
12+23.84	59.63'	66.59'	TAPER
12+23.84	66.59'	73.55'	TAPER
12+23.84	73.55'	80.51'	TAPER
12+23.84	80.51'	87.47'	TAPER
12+23.84	87.47'	94.43'	TAPER
12+23.84	94.43'	101.39'	TAPER
12+23.84	101.39'	108.35'	TAPER
12+23.84	108.35'	115.31'	TAPER
12+23.84	115.31'	122.27'	TAPER
12+23.84	122.27'	129.23'	TAPER
12+23.84	129.23'	136.19'	TAPER
12+23.84	136.19'	143.15'	TAPER
12+23.84	143.15'	150.11'	TAPER
12+23.84	150.11'	157.07'	TAPER
12+23.84	157.07'	164.03'	TAPER
12+23.84	164.03'	170.99'	TAPER
12+23.84	170.99'	177.95'	TAPER
12+23.84	177.95'	184.91'	TAPER
12+23.84	184.91'	191.87'	TAPER
12+23.84	191.87'	198.83'	TAPER
12+23.84	198.83'	205.79'	TAPER
12+23.84	205.79'	212.75'	TAPER
12+23.84	212.75'	219.71'	TAPER
12+23.84	219.71'	226.67'	TAPER
12+23.84	226.67'	233.63'	TAPER
12+23.84	233.63'	240.59'	TAPER
12+23.84	240.59'	247.55'	TAPER
12+23.84	247.55'	254.51'	TAPER
12+23.84	254.51'	261.47'	TAPER
12+23.84	261.47'	268.43'	TAPER
12+23.84	268.43'	275.39'	TAPER
12+23.84	275.39'	282.35'	TAPER
12+23.84	282.35'	289.31'	TAPER
12+23.84	289.31'	296.27'	TAPER
12+23.84	296.27'	303.23'	TAPER
12+23.84	303.23'	310.19'	TAPER
12+23.84	310.19'	317.15'	TAPER
12+23.84	317.15'	324.11'	TAPER
12+23.84	324.11'	331.07'	TAPER
12+23.84	331.07'	338.03'	TAPER
12+23.84	338.03'	344.99'	TAPER
12+23.84	344.99'	351.95'	TAPER
12+23.84	351.95'	358.91'	TAPER
12+23.84	358.91'	365.87'	TAPER
12+23.84	365.87'	372.83'	TAPER
12+23.84	372.83'	379.79'	TAPER
12+23.84	379.79'	386.75'	TAPER
12+23.84	386.75'	393.71'	TAPER
12+23.84	393.71'	400.67'	TAPER
12+23.84	400.67'	407.63'	TAPER
12+23.84	407.63'	414.59'	TAPER
12+23.84	414.59'	421.55'	TAPER
12+23.84	421.55'	428.51'	TAPER
12+23.84	428.51'	435.47'	TAPER
12+23.84	435.47'	442.43'	TAPER
12+23.84	442.43'	449.39'	TAPER
12+23.84	449.39'	456.35'	TAPER
12+23.84	456.35'	463.31'	TAPER
12+23.84	463.31'	470.27'	TAPER
12+23.84	470.27'	477.23'	TAPER
12+23.84	477.23'	484.19'	TAPER
12+23.84	484.19'	491.15'	TAPER
12+23.84	491.15'	498.11'	TAPER
12+23.84	498.11'	505.07'	TAPER
12+23.84	505.07'	512.03'	TAPER
12+23.84	512.03'	518.99'	TAPER
12+23.84	518.99'	525.95'	TAPER
12+23.84	525.95'	532.91'	TAPER
12+23.84	532.91'	539.87'	TAPER
12+23.84	539.87'	546.83'	TAPER
12+23.84	546.83'	553.79'	TAPER
12+23.84	553.79'	560.75'	TAPER
12+23.84	560.75'	567.71'	TAPER
12+23.84	567.71'	574.67'	TAPER
12+23.84	574.67'	581.63'	TAPER
12+23.84	581.63'	588.59'	TAPER
12+23.84	588.59'	595.55'	TAPER
12+23.84	595.55'	602.51'	TAPER
12+23.84	602.51'	609.47'	TAPER
12+23.84	609.47'	616.43'	TAPER
12+23.84	616.43'	623.39'	TAPER
12+23.84	623.39'	630.35'	TAPER
12+23.84	630.35'	637.31'	TAPER
12+23.84	637.31'	644.27'	TAPER
12+23.84	644.27'	651.23'	TAPER
12+23.84	651.23'	658.19'	TAPER
12+23.84	658.19'	665.15'	TAPER
12+23.84	665.15'	672.11'	TAPER
12+23.84	672.11'	679.07'	TAPER
12+23.84	679.07'	686.03'	TAPER
12+23.84	686.03'	692.99'	TAPER
12+23.84	692.99'	699.95'	TAPER
12+23.84	699.95'	706.91'	TAPER
12+23.84	706.91'	713.87'	TAPER
12+23.84	713.87'	720.83'	TAPER
12+23.84	720.83'	727.79'	TAPER
12+23.84	727.79'	734.75'	TAPER
12+23.84	734.75'	741.71'	TAPER
12+23.84	741.71'	748.67'	TAPER
12+23.84	748.67'	755.63'	TAPER
12+23.84	755.63'	762.59'	TAPER
12+23.84	762.59'	769.55'	TAPER
12+23.84	769.55'	776.51'	TAPER
12+23.84	776.51'	783.47'	TAPER
12+23.84	783.47'	790.43'	TAPER
12+23.84	790.43'	797.39'	TAPER
12+23.84	797.39'	804.35'	TAPER
12+23.84	804.35'	811.31'	TAPER
12+23.84	811.31'	818.27'	TAPER
12+23.84	818.27'	825.23'	TAPER
12+23.84	825.23'	832.19'	TAPER
12+23.84	832.19'	839.15'	TAPER
12+23.84	839.15'	846.11'	TAPER
12+23.84	846.11'	853.07'	TAPER
12+23.84	853.07'	860.03'	TAPER
12+23.84	860.03'	866.99'	TAPER
12+23.84	866.99'	873.95'	TAPER
12+23.84	873.95'	880.91'	TAPER
12+23.84	880.91'	887.87'	TAPER
12+23.84	887.87'	894.83'	TAPER
12+23.84	894.83'	901.79'	TAPER
12+23.84	901.79'	908.75'	TAPER
12+23.84	908.75'	915.71'	TAPER
12+23.84	915.71'	922.67'	TAPER
12+23.84	922.67'	929.63'	TAPER
12+23.84	929.63'	936.59'	TAPER
12+23.84	936.59'	943.55'	TAPER
12+23.84	943.55'	950.51'	TAPER
12+23.84	950.51'	957.47'	TAPER
12+23.84	957.47'	964.43'	TAPER
12+23.84	964.43'	971.39'	TAPER
12+23.84	971.39'	978.35'	TAPER
12+23.84	978.35'	985.31'	TAPER
12+23.84	985.31'	992.27'	TAPER
12+23.84	992.27'	999.23'	TAPER
12+23.84	999.23'	1006.19'	TAPER
12+23.84	1006.19'	1013.15'	TAPER
12+23.84	1013.15'	1020.11'	TAPER
12+23.84	1020.11'	1027.07'	TAPER
12+23.84	1027.07'	1034.03'	TAPER
12+23.84	1034.03'	1040.99'	TAPER
12+23.84	1040.99'	1047.95'	TAPER
12+23.84	1047.95'	1054.91'	TAPER
12+23.84	1054.91'	1061.87'	TAPER
12+23.84	1061.87'	1068.83'	TAPER
12+23.84	1068.83'	1075.79'	TAPER
12+23.84	1075.79'	1082.75'	TAPER
12+23.84	1082.75'	1089.71'	TAPER
12+23.84	1089.71'	1096.67'	TAPER
12+23.84	1096.67'	1103.63'	TAPER
12+23.84	1103.63'	1110.59'	TAPER
12+23.84	1110.59'	1117.55'	TAPER
12+23.84	1117.55'	1124.51'	TAPER
12+23.84	1124.51'	1131.47'	TAPER
12+23.84	1131.47'	1138.43'	TAPER
12+23.84	1138.43'	1145.39'	TAPER
12+23.84	1145.39'	1152.35'	TAPER
12+23.84	1152.35'	1159.31'	TAPER
12+23.84	1159.31'	1166.27'	TAPER
12+23.84	1166.27'	1173.23'	TAPER
12+23.84	1173.23'	1180.19'	TAPER
12+23.84	1180.19'	1187.15'	TAPER
12+23.84	1187.15'	1194.11'	TAPER
12+23.84	1194.11'	1201.07'	TAPER
12+23.84	1201.07'	1208.03'	TAPER
12+23.84	1208.03'	1214.99'	TAPER
12+23.84	1214.99'	1221.95'	TAPER
12+23.84	1221.95'	1228.91'	TAPER
12+23.84	1228.91'	1235.87'	TAPER
12+23.84	1235.87'	1242.83'	TAPER
12+23.84	1242.83'	1249.79'	TAPER
12+23.84	1249.79'	1256.75'	TAPER
12+23.84	1256.75'	1263.71'	TAPER
12+23.84	1263.71'	1270.67'	TAPER
12+23.84	1270.67'	1277.63'	TAPER
12+23.84	1277.63'	1284.59'	TAPER
12+23.84	1284.59'	1291.55'	TAPER
12+23.84	1291.55'	1298.51'	TAPER
12+23.84	1298.51'	1305.47'	TAPER
12+23.84	1305.47'	1312.43'	TAPER
12+23.84	1312.43'	1319.39'	TAPER
12+23.84	1319.39'	1326.35'	TAPER
12+23.84	1326.35'	1333.31'	TAPER
12+23.84	1333.31'	1340.27'	TAPER
12+23.84	1340.27'	1347.23'	TAPER
12+23.84	1347.23'	1354.19'	TAPER
12+23.84	1354.19'	1361.15'	TAPER
12+23.84	1361.15'	1368.11'	TAPER
12+23.84	1368.11'	1375.07'	TAPER
12+23.84	1375.07'	1382.03'	TAPER
12+23.84	1382.03'	1388.99'	TAPER
12+23.84	1388.99'	1395.95'	TAPER
12+23.84			



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**Scott Robertson, P.E.**  
**Project Manager**  
**Vermont Agency of Transportation**  
**Municipal Assistance Section**  
219 North Main Street – 4<sup>th</sup> floor  
Barre, VT. 05641

May 17, 2022

Susan Schreibman, MPM  
City of Rutland  
PO Box 969  
Rutland, VT 05701

RE: Proposal for In-kind contributions on the Rutland Creek Path Segment 3 project -  
Rutland City STP BP14(24) & TAP TA17(13) & TAP TA21(3)

Dear Susan,

I have reviewed the City's proposal for in-kind work submitted on 3-10-2022. This letter serves as approval of this proposal with the following conditions:

Clearing and Grubbing, Including Individual Trees and Stumps (1.86 Acres) – Item 201.11

I approve of the donation of the clearing and grubbing (Pay Item #201.11) per the project contract documents with a value of \$25,574. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. This work shall be completed in accordance with section 201 of VTrans 2018 Standard Specifications for Construction.

Project Demarcation Fence (3,154 LF) – Item 653.55

I approve of the donation of 3,154 LF of Project Demarcation Fence (PDF) (Pay Item #653.55) per the project contract documents with a value of \$14,698. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that Project Demarcation Fence must meet the requirements outlined in subsection 653.06(b), as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Superpave Bituminous Concrete Pavement (290 TON) – Item 406.35

I approve of the donation of 290 TONS of Superpave Bituminous Concrete Pavement (Pay Item #406.35) per the project contract documents with a value of \$28,465. This value is only for the material and does not include labor and any equipment needed to complete the work. Note that the pavement requires a mix design to be approved and materials testing as outlined in section 406 of VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Seed (53 LB) – Item 651.15

I approve of the donation of 53 LB of Seed (Pay Item #651.15) per the project contract documents with a value of \$540.39. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the Seed must meet the requirements outlined in subsection 755.04, as shown in VTrans 2018 Standard

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Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Fertilizer (53 LB) – Item 651.18

I approve of the donation of 53 LB of fertilizer (Pay Item #651.18) per the project contract documents with a value of \$242.33. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the Fertilizer must meet the requirements outlined in subsection 755.06, as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Agricultural Limestone (1.31 TON) – Item 651.20

I approve of the donation of 1.31 TON of Agricultural Limestone (Pay Item #651.20) per the project contract documents with a value of \$1,020.44. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the Agricultural Limestone must meet the requirements outlined in subsection 755.08, as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Hay Mulch (10.51 TON) – Item 653.10

I approve of the donation of 10.51 TON of Hay Mulch (Pay Item #653.10) per the project contract documents with a value of \$9,013.66. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the Hay Mulch must meet the requirements outlined in subsection 755.10(a), as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Bollards (6 EA) – Item 619.14

I approve of the donation of 6 Bollards (Pay Item #619.14) per the project contract documents with a value of \$6,891. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the Bollards must meet the requirements outlined in section 619, as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Removal of Existing Fence (388 LF) – Item 620.55

I approve of the donation of the removal of 388 LF of existing fence (Pay Item #620.55) per the project contract documents with a value of \$3,500. This value is for the full provision of this project item – materials, labor and any equipment needed to complete the work. Note that the removal of fence must be performed in accordance with section 620.09, as shown in VTrans 2018 Standard Specifications for Construction. The City's Construction Inspector will need to verify compliance with these requirements.

Each donation listed above will be clearly described in the instructions to bidders within the bid documents.

As previously reviewed by VTrans Right of Way section, the value of the donated easements has been assessed at \$14,460.

The total value of all in-kind donations available for this project is therefore **\$129,405**. 80% of the total amount shall be applied towards the towns local match (**\$103,524**). In no case will your project be allowed to credit greater than 100% of the local share with the value of in-kind

donations. The final share will be determined by the final total cost of the project at the end of construction.

You are required to provide written confirmation (by either letter or email) that you have received this approval and that you agree to all of the conditions as stated. Without this confirmation from the City and agreement to the conditions, none of the proposed in-kind donations will be approved.

Please work with your design engineer to ensure close coordination between these in-kind donations and the contract plans and documents for the rest of the project. Please provide a copy of this letter to your construction inspector so that they are aware of these requirements.

Please don't hesitate to contact me by phone at 802-793-2395 or by email at [scott.robertson@vermont.gov](mailto:scott.robertson@vermont.gov) if you have any questions or need additional information. Thank you.

Sincerely,

DocuSigned by:

*Scott Robertson*

FF47B6347D104EA..

Scott Robertson, P.E.  
Project Manager

CC: Project File  
Jack Grieshober <[GrieshoberJ@wseinc.com](mailto:GrieshoberJ@wseinc.com)>, Weston & Sampson





May 10, 2023

Pete Pochop  
VTrans Bicycle and Pedestrian Project Manager  
Vermont Agency of Transportation  
Barre City Place | 219 North Main St.  
Barre, VT 05641

Dear Mr. Pochop,

This letter indicates the support by the Chamber & Economic Development of the Rutland Region Rutland for the 2023 Federal Aid Bicycle and Pedestrian Program Grant application for Segment 3 of Rutland Creek Path. We understand that the project is for additional funding needed for construction of Segment 3, the missing link between Segments 2 and 4.

This multi-use path along East and Otter Creeks in the City of Rutland is an asset to the Region and this segment will facilitate bicycle and pedestrian travel, providing safe access from West Street to Monsignor Connor/ Meadow St. Park and its recreational facilities, the nearby Loretta Home and Mount St. Joseph Academy. Segment 3 will provide quality linkages in the City.

The 10-foot-wide, paved ADA- accessible multi-use path is intended to be used for both commuting and recreational purposes, ultimately connecting Giorgetti/Pine Hill Park to the City's new Recreation Center. Linking parks and schools, the Path enhances the community. People already enjoy this asset for walking, biking, roller blading, strolling, and other similar uses, and the missing segment will allow for even more. The quality-of-life component is invaluable. The project also ties into efforts to enhance our economy, maintain our youth, conserve energy, promote multi-modal transportation and clean up a neglected area.

We hope that the grant application is successful in supplementing the funds already received and understand that local support will supplement this public funding.

We all look forward to continuing to make Rutland a wonderful place to live, work and play. Thank you.

Sincerely,

Lyle P. Jepson, Executive Director

---

67 Merchants Row, Rutland, VT 05701  
(802) 773-2747 | [rutlandvermont.com](http://rutlandvermont.com)  
[Info@rutlandeconomy.com](mailto:Info@rutlandeconomy.com)



RIGHT OF WAY CERTIFICATE

DATE: 02/14/2022

PROJECT: Rutland City: STP BP14(24) / TAP TA17(13) / TAP TA21(3)

PPMS #: 19f232 / 19f233 / 21f082

This is to certify that the right of way has been or will be acquired in accordance with Vermont State Statute, the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended and Title 23 of the Code of Federal Regulations, Part 635 (when applicable) and the status of the right of way is as follows:

- No acquisitions of land or rights was necessary since all construction will be within the existing controlled right of way. Use of non-controlled right of ways will be allowed through executed agreements or approved permits.
- Pursuant to 23 CFR 635.309(c)(1) and/or (2), all the acquisitions of land and rights have been completed including legal and physical possession and/or the right to occupy and to use all rights of way required for the proper execution of the project has been acquired.
- Pursuant to 23 CFR 635.309(c)(3), all the necessary right of way has not been acquired, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to award of the construction contract.

Comments:

All three are for Segment 3 of the Rutland Creek Path.

APPROVED:

**Trey Polk**

Digitally signed by Trey Polk  
Date: 2022.02.14 11:00:32 -05'00'

Trey Polk, Right of Way Acquisitions and Utilities Manager

Distribution

Robert M. White, Director, Project Delivery Bureau  
Jon Lemieux, Project Manager  
Marvin D. Kingsbury, Programming Engineer, Planning  
Craig Keller, Chief of Permits  
Anthony Davis, Finance & Administration  
Meredith Asselin, Finance & Administration  
Elizabeth Shipley, FHWA  
ROW Admin for OnBase

**RYAN SMITH & CARBINE, LTD.**  
ATTORNEYS AT LAW

MEAD BUILDING  
98 MERCHANTS ROW  
P. O. BOX 310  
RUTLAND, VERMONT 05702-0310

TELEPHONE (802) 786-1000  
FACSIMILE (802) 786-1100

NEW YORK OFFICE:  
RYAN SMITH & CARBINE, P.C.  
511 GLEN STREET  
GLENS FALLS, NEW YORK 12801

TELEPHONE (518) 499-1272  
FACSIMILE (518) 499-1273

PLEASE REPLY TO:  Vermont  New York

R. JOSEPH O'ROURKE  
JOHN J. ZAWISTOSKI  
GLENN S. MORGAN  
JAMES B. ANDERSON ▲  
WILLIAM A. O'ROURKE, III  
ELIZABETH A. GLYNN  
ANDREW H. MAASS  
JOHN A. SERAFINO  
MARK F. WERLE ▲  
ERIN J. GILMORE  
TAMMY B. DENTON  
FRANCESCA BOVE ▲  
STEPHANIE P. ROMEO  
ANTONIN I.Z. ROBBASON ▲  
STEPHEN C.H. CASSARINO  
ELIJAH T. LACHANCE  
*Of Counsel:*  
ALLAN R. KEYES  
EDWARD D. LAIRD, JR. ▲  
▲ Also admitted in New York

WRITER'S DIRECT DIAL:  
**(802) 786-1030**  
Fax: **(802) 786-1130**  
E-Mail: **schc@rselaw.com**

January 31, 2022

Re: Project Name: Rutland Creek Path Segment 3  
Project Number: Rutland City STP BP14(24) & TA17(13)  
Right-of-Way Certification

This is to certify that:

1. As shown on project plans dated March 24, 2021, and revised January 11, 2022, filed in the City Clerk's office on January 26, 2022, all necessary rights-of-way have been acquired including legal and physical possession, the City of Rutland or its assigns have the right to enter on all lands, and the right-of-way is clear.
2. All acquisition was in accordance with current Federal Highway Administration Directives and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
3. No Acquisition required compliance with the provisions of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Following is a summary of the Project acquisitions:

<u>Parcel</u>	<u>Owner(s)</u>	<u>Effective Date</u>	<u>Acquisition Type</u>
1	Green Mountain Power Corporation	09/22/2021	Easement
2	Bernardo J. Valente	11/09/2021	Easement
3	Suburban Heating Oil Partners, LLC	01/26/2022	Fee Simple

Sincerely,



Stephen C.H. Cassarino  
Ryan Smith & Carbine, Ltd.  
Attorneys for the City of Rutland

# Rutland Creek Path Segment 3



PROPOSED MID-BLOCK  
CROSSING LOCATION ON  
WEST STREET (TYP.)

SUBURBAN PROPANE PARCEL

PHASE B  
PHASE A

GREEN MOUNTAIN  
POWER PARCEL

PROPOSED  
BRIDGE OVER  
EAST CREEK

10' WIDE  
ASPHALT  
PATH (TYP.)

BELDEN ROAD

EAST CREEK

SEGMENT 4

CONNECTION  
TO RUTLAND  
CREEK PATH  
SEGMENT 4

CONNECTION  
TO RUTLAND  
CREEK PATH  
SEGMENT 2

WEST STREET

TRAVERSE PLACE

MEADOW STREET



BASEBALL FIELD

BASEBALL FIELD

SOCCER FIELD

MONSIGNOR CONNOR /  
MEADOW STREET PARK

**LEGEND:**

-  PROPOSED SEGMENT 3 ALIGNMENT
-  EXISTING TRAIL SEGMENTS

# Rutland Creek Path



**Rutland Creek Path - Segment 3**  
**Rutland City BP14(24) & Rutland City TAP TAI7(13) & TAP TAZ1(3)**  
 City of Rutland, Vermont

Item No.	Item	Qty	Units	Unit Price	In-Kind Contr.	Subtotal Cost	Extended Cost
201.11	Clearing and grubbing, including technical trees and stumps	126	Acre	\$ 13,745.45	\$ 25,574.00	\$ 25,574.00	
203.15	Common excavation	891.67	Cubic Yard	\$ 36.42		\$ 32,557.40	
203.28	Excavation of surface and pavements	35.56	Cubic Yard	\$ 2,187.53		\$ 77,753.00	
203.30	Earth Borrow	102.00	Cubic Yard	\$ 16.38		\$ 1,679.16	
204.20	Trench excavation of earth	102.00	Cubic Yard	\$ 19.57		\$ 1,996.14	
204.30	Granular backfill for structures	225.00	Cubic Yard	\$ 45.99		\$ 10,347.75	
301.25	Subbase of crushed gravel, course grade	1073.75	Cubic Yard	\$ 36.54		\$ 39,234.83	
401.10	Aggregate surface course	71.28	Cubic Yard	\$ 48.30		\$ 3,443.42	
402.42	Aggregate shoulders	27.12	Ton	\$ 35.16		\$ 953.51	
404.65	Emulsified asphalt	58.00	Hundredweight	\$ 28.74		\$ 1,666.92	
507.32	Reinforcing steel, steel II	194.50	Pounds	\$ 2.68		\$ 526.62	
541.25	Concrete, Class II	18.83	Cubic Yard	\$ 12,462.25		\$ 234,688.89	
605.10	6 inch undrain rain pipe	686.00	Linear Feet	\$ 21.31		\$ 14,618.66	
609.35	Dust and ice control with calcium chloride	1.00	Ton	\$ 538.52		\$ 538.52	
616.28	Cast-in-place concrete curb, Type B	129.00	Linear Feet	\$ 34.90		\$ 4,502.10	
616.41	Removal of existing curb	62.00	Linear Feet	\$ 6.30		\$ 390.60	
618.10	Portland cement concrete sidewalk, 5 inch	72.77	Square Yard	\$ 105.83		\$ 7,701.25	
618.30	Reinforced concrete sidewalk, 5 inch	60.00	Square Yard	\$ 38.05		\$ 2,283.00	
619.14	Bollards	247.00	Each	\$ 1,148.42		\$ 281,699.10	
620.12	Chain link fence, 6 feet	12.00	Linear Feet	\$ 35.48		\$ 425.76	
620.16	Gate for chain link fence, 6 feet	1.00	Each	\$ 110.60		\$ 110.60	
620.55	Removal of existing fence	86.00	Linear Feet	\$ 9.02		\$ 775.00	
646.311	Concrete curbing, waterborne paint	150.64	Linear Feet	\$ 5.30		\$ 800.00	
646.413	Brush 4 inch yellow pine, spray paint	8.00	Linear Feet	\$ 0.43		\$ 3.44	
646.463	Brush 12 inch white pine, spray paint	104.00	Linear Feet	\$ 3.69		\$ 382.36	
646.65	Removal of existing pavement markings	1,695.46	Square Yard	\$ 1.11		\$ 1,882.06	
649.11	Geotextile for crushed aggregate	88.89	Square Yard	\$ 3.16		\$ 278.89	
649.31	Geotextile for underdrain trench lining	52.57	Pounds	\$ 2.08		\$ 109.35	
651.15	Seed	52.57	Pounds	\$ 10.28		\$ 540.39	
651.18	Fertilizer	1.31	Ton	\$ 4.61		\$ 6.06	
651.20	Agriculture limestone	642.49	Cubic Yard	\$ 776.69		\$ 500,000.00	
651.35	Topsoil	45.23	Cubic Yard	\$ 45.23		\$ 2,046.44	
653.01	Grabbage Material	304.22	Square Yard	\$ 4.38		\$ 1,328.48	
653.02	Monitor, BPSG Plan	1.00	Lump Sum	\$ 3,529.47		\$ 3,529.47	
653.03	Maintenance of BPSG Plan (N.A.B.I.)	1.00	Hour	\$ 66.79		\$ 66.79	
653.10	Hay mulch	1.00	Lump Sum	\$ 3,668.21		\$ 3,668.21	
653.20	Roller erosion control product, Type I	59.4078	Ton	\$ 857.35		\$ 50,736.66	
653.35	Stabilized construction entrance	22.20	Cubic Yard	\$ 1.87		\$ 41.51	
653.475	Silt fence, Type 1	2,965.00	Linear Feet	\$ 4.10		\$ 12,159.00	
653.55	Project demarcation fence	1.00	Lump Sum	\$ 4.66		\$ 4.66	
656.65	Tree protection	1.00	Lump Sum	\$ 42,459.94		\$ 42,459.94	
675.20	Traffic signs, type A	90.00	Linear Feet	\$ 21.82		\$ 1,964.79	
675.341	Squares, 18 inch sign post and anchor	1.00	Lump Sum	\$ 10.42		\$ 10.42	
Special Provision (900.450)	Utility Modifications	1.00	Lump Sum	\$ 43,585.00		\$ 43,585.00	
Special Provision (900.620)	Rebar, 1/2" dia, 18" long, 10' apart	2.00	Each	\$ 2,000.00		\$ 4,000.00	
Special Provision (900.621)	Swing gate with lock and chain	1.00	Each	\$ 4,120.00		\$ 4,120.00	
Special Provision (900.622)	Grates, 18" x 18"	2.00	Each	\$ 3,000.00		\$ 6,000.00	
Special Provision (900.640)	Timber bridge guard rail	502.00	Linear Feet	\$ 38.10		\$ 19,226.20	
Special Provision (900.650)	Mat, Forster Pay Adjustment, Small Quantity (N.A.B.I.)	1.00	Lump Sum	\$ 1.00		\$ 1.00	
Special Provision (900.650)	Mixture pay adjustment (S.A.B.I.)	1.00	Lump Sum	\$ 1.00		\$ 1.00	
Special Provision (900.670)	Unit Block Retaining Wall	1907.59	Square Feet	\$ 50.67		\$ 96,575.59	
Special Provision (900.680)	Bituminous Concrete Pavement, Small Quantity	290.00	Ton	\$ 148.50		\$ 42,865.00	
<b>Shared-Use Path Subtotal \$</b>							<b>495,346.52</b>
204.25	Structure excavation	400.00	Cubic Yard	\$ 25.00		\$ 10,000.00	
204.30	Granular backfill for structures	300.00	Cubic Yard	\$ 50.00		\$ 15,000.00	
208.40	Geofabrics	1.00	Lump Sum	\$ 40,000.00		\$ 40,000.00	
301.25	Subbase of crushed gravel, course grade	62.00	Cubic Yard	\$ 36.54		\$ 2,265.48	
501.37	High performance concrete, class PGD	34.00	Cubic Yard	\$ 1,500.00		\$ 51,000.00	
<b>Bridge Decking, inclusive of reinforcement</b>							

Code	Description	Unit	Quantity	Rate	Amount	Material	Quantity	Rate	Amount	Subtotal
501.38	High performance concrete, class PCS	Cubic Yard	1,000.00		\$ 69,600.00					\$ 69,600.00
502.12	Reinforcing steel, grade II	Pounds	3,000		\$ 98,200.00					\$ 98,200.00
514.10	Water reduction adm. slabs	Square Feet	2,000		\$ 5,000.00					\$ 5,000.00
516.10	Water reduction adm. slabs	Square Feet	2,000		\$ 5,000.00					\$ 5,000.00
541.25	Concrete class B	Cubic Yard	150.00		\$ 4,000.00					\$ 4,000.00
613.12	Soil class B	Cubic Yard	1,462.25		\$ 89,790.00					\$ 89,790.00
649.31	Geosynth. fabric, 12' width, 145' length	Square Yard	3,116		\$ 16,255.14					\$ 16,255.14
Special Provision (100.645)	Prefabricated Multi-Modal Pedestrian Bridge	Lamp Sum	1.00		\$ 91.54					\$ 91.54
General / Misc. Items					\$ 412,500.00					\$ 412,500.00
630.10	Uniformed traffic officers	Hour	64.66		\$ 2,944.40					\$ 2,944.40
630.15	Flags	Hour	37.47		\$ 1,495.80					\$ 1,495.80
631.16	Training equipment, concrete	Lamp Sum	835.72		\$ 935.72					\$ 935.72
631.17	Testing equipment, bituminous	Lamp Sum	699.32		\$ 699.32					\$ 699.32
635.11	Mobilization / demobilization	Lamp Sum	37,802.60		\$ 37,802.60					\$ 37,802.60
642.11	Traffic control, all inclusive	Lamp Sum	14,460.46		\$ 14,460.46					\$ 14,460.46
					\$ 58,291.29					\$ 58,291.29
					\$ 756,051.96					\$ 756,051.96
					\$ 1,000.00					\$ 1,000.00
					\$ 3,000					\$ 3,000
					\$ 2,000					\$ 2,000
					\$ 150,000					\$ 150,000
					\$ 1,462,250					\$ 1,462,250
					\$ 55,011					\$ 55,011
					\$ 3,116					\$ 3,116
					\$ 412,500.00					\$ 412,500.00
					\$ 64.66					\$ 64.66
					\$ 37.47					\$ 37.47
					\$ 835.72					\$ 835.72
					\$ 699.32					\$ 699.32
					\$ 37,802.60					\$ 37,802.60
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					\$ 58,291.29					\$ 58,291.29
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					\$ 1,462,250					\$ 1,462,250
					\$ 55,011					\$ 55,011
					\$ 3,116					\$ 3,116
					\$ 412,500.00					\$ 412,500.00
					\$ 64.66					\$ 64.66
					\$ 37.47					\$ 37.47
					\$ 835.72					\$ 835.72
					\$ 699.32					

Rutland City STP BP14(24) & Rutland City TAP  
TA17(13) & TAP TA21(3)  
Bid Form

03/20/2023

**BID FORM**  
**Rutland Creek Path Segment 3**  
**Rutland City STP BP14(24) & Rutland City TAP TA17(13) & TAP TA21(3)**

Proposal of Belden Construction LLC  
(hereinafter called Bidder), organized and existing under the laws of the State of  
Vermont \_\_\_\_\_ doing business as  
Limited Liability Corporation  
(a corporation, a partnership, of an individual)

To the City of Rutland, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is December 31, 2024.

Bidder acknowledges receipt of the following Addenda:

N/A



Rutland City STP BP14(24) & Rutland City TAP  
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 Bid Form

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Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201.11	Clearing and Grubbing, Including Individual Trees and Stumps (NABI)	AC	1.86	\$ 0.00	\$ 0.00
	Unit Price in Words <u>Zero dollars and Zero cents</u>				
203.15	Common Excavation	CY	841.73	\$ 22.00	\$ 18,518.06
	Unit Price in Words <u>Twenty two dollars and zero cents</u>				
203.28	Excavation of Surfaces and Pavements	CY	65.56	\$ 33.00	\$ 2,163.48
	Unit Price in Words <u>Thirty three dollars and zero cents</u>				
203.30	Earth Borrow	CY	730.00	\$ 28.00	\$ 20,440.00
	Unit Price in Words <u>Twenty eight dollars and zero cents</u>				
204.20	Trench Excavation of Earth	CY	102.00	\$ 15.00	\$ 1,530.00
	Unit Price in Words <u>Fifteen dollars and zero cents</u>				
204.25	Structure Excavation	CY	400.00	\$ 20.00	\$ 8,000.00
	Unit Price in Words <u>Twenty dollars and zero cents</u>				
204.30	Granular Backfill for Structures	CY	525.00	\$ 58.00	\$ 30,450.00
	Unit Price in Words <u>Fifty eight dollars and zero cents</u>				
208.40	Cofferdams	LS	1.00	\$ 12,000.00	\$ 12,000.00
	Unit Price in Words <u>Twelve thousand dollars and zero cents</u>				

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301.25	Subbase of Crushed Gravel, Coarse Grade				
		CY	1135.75	\$ <u>54.00</u>	\$ <u>61,330.50</u>
	Unit Price in Words	<u>Fifty four dollars and zero cents</u>			
401.10	Aggregate Surface Course				
		CY	73.28	\$ <u>98.00</u>	\$ <u>7,181.44</u>
	Unit Price in Words	<u>Ninety eight dollars and zero cents</u>			
402.12	Aggregate Shoulders				
		TON	27.12	\$ <u>92.00</u>	\$ <u>2,495.04</u>
	Unit Price in Words	<u>Ninety two dollars and zero cents</u>			
404.65	Emulsified Asphalt				
		CWT	58.00	\$ <u>1.25</u>	\$ <u>72.50</u>
	Unit Price in Words	<u>One dollar and twenty five cents</u>			
501.37	High Performance Concrete, Class PCD				
		CY	34.00	\$ <u>1,050.00</u>	\$ <u>35,700.00</u>
	Unit Price in Words	<u>One thousand fifty dollars and zero cents</u>			
501.38	High Performance Concrete, Class PCS				
		CY	58.00	\$ <u>1,050.00</u>	\$ <u>60,900.00</u>
	Unit Price in Words	<u>One thousand fifty dollars and zero cents</u>			
507.12	Reinforcing Steel, Level II				
		LB	19596.50	\$ <u>2.50</u>	\$ <u>48,991.25</u>
	Unit Price in Words	<u>Two dollars and fifty cents</u>			
514.10	Water Repellant, Silane				
		SF	2900.00	\$ <u>.75</u>	\$ <u>2,175.00</u>
	Unit Price in Words	<u>Seventy five cents</u>			
516.10	Bridge Expansion Joint, Asphaltic Plug				
		LF	28.00	\$ <u>100.00</u>	\$ <u>2,800.00</u>
	Unit Price in Words	<u>One hundred dollars and zero cents</u>			
541.25	Concrete, Class B				
		CY	74.83	\$ <u>460.00</u>	\$ <u>34,421.08</u>
	Unit Price in Words	<u>Four hundred sixty dollars and zero cents</u>			

(footings)  
 for  
 abutments  
 \$15k in  
 material

Rutland City STP BP14(24) & Rutland City TAP  
TA17(13) & TAP TA21(3)

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605.10	6 Inch Underdrain Pipe	LF	686.00	\$ 28.00	\$ 19,208.00
	Unit Price in Words	Twenty eight dollars and zero cents			
609.15	Dust and Ice Control with Calcium Chloride	TON	1.00	\$ 1.00	\$ 1.00
	Unit Price in Words	One dollar and zero cents			
613.12	Stone Fill, Type III	CY	304.22	\$ 92.00	\$ 27,988.24
	Unit Price in Words	Ninety two dollars and zero cents			
616.28	Cast-in-Place Concrete Curb, Type B	LF	129.00	\$ 56.00	\$ 7,224.00
	Unit Price in Words	Fifty six dollars and zero cents			
616.41	Removal of Existing Curb	LF	62.00	\$ 17.00	\$ 1,054.00
	Unit Price in Words	Seventeen dollars and zero cents			
618.10	Portland Cement Concrete Sidewalk, 5 Inch	SY	72.77	\$ 150.00	\$ 10,915.50
	Unit Price in Words	One hundred fifty dollars and zero cents			
618.30	Detectable Warning Surface	SF	60.00	\$ 32.00	\$ 1,920.00
	Unit Price in Words	Thirty two dollars and zero cents			
619.14	Bollards (NABI)	EA	6.00	\$ 0.00	\$ 0.00
	Unit Price in Words	Zero dollars and Zero cents			
620.12	Chain-Link Fence, 6 Feet	LF	297.00	\$ 54.00	\$ 16,038.00
	Unit Price in Words	Fifty four dollars and zero cents			
620.16	Gate for Chain-Link Fence, 6 Feet	LF	12.00	\$ 345.00	\$ 4,140.00
	Unit Price in Words	Three hundred forty five dollars and zero cents			

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620.55	Removal of Existing Fence (NABI)	LF	388.00	\$ 0.00	\$ 0.00
	Unit Price in Words	<u>Zero dollars and Zero cents</u>			
630.10	Uniformed Traffic Officers	HR	40.00	\$ 1.00	\$ 40.00
	Unit Price in Words	<u>One dollar and zero cents</u>			
630.15	Flaggers	HR	40.00	\$ 50.00	\$ 2,000.00
	Unit Price in Words	<u>Fifty dollars and zero cents</u>			
631.16	Testing Equipment, Concrete	LS	1.00	\$ 500.00	\$ 500.00
	Unit Price in Words	<u>Five hundred dollars and zero cents</u>			
631.17	Testing Equipment, Bituminous	LS	1.00	\$ 500.00	\$ 500.00
	Unit Price in Words	<u>Five hundred dollars and zero cents</u>			
635.11	Mobilization/Demobilization	LS	1.00	\$ 175,000.00	\$ 175,000.00
	Unit Price in Words	<u>One hundred seventy five thousand dollars and zero cents</u>			
641.11	Traffic Control, All Inclusive	LS	1.00	\$ 6,500.00	\$ 6,500.00
	Unit Price in Words	<u>Six thousand five hundred dollars and zero cents</u>			
646.311	Crosswalk Marking	LF	80.00	\$ 35.00	\$ 2,800.00
	Unit Price in Words	<u>Thirty five dollars and zero cents</u>			
646.413	Durable 4 Inch Yellow Line, Epoxy Paint	LF	150.64	\$ 8.00	\$ 1,205.12
	Unit Price in Words	<u>Eight dollars and zero cents</u>			
646.463	Durable 12 Inch White Line, Epoxy Paint	LF	8.00	\$ 20.00	\$ 160.00
	Unit Price in Words	<u>Twenty dollars and zero cents</u>			

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 TA17(13) & TAP TA21(3)  
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646.85	Removal of Existing Pavement Markings				
		LF	104.00	\$ 10.00	\$ 1,040.00
	Unit Price in Words	<u>Ten dollars and zero cents</u>			
649.11	Geotextile for Roadbed Separator				
		SY	1683.46	\$ 2.00	\$ 3,366.92
	Unit Price in Words	<u>Two dollars and zero cents</u>			
649.31	Geotextile Under Stone Fill				
		SY	960.55	\$ 3.00	\$ 2,881.65
	Unit Price in Words	<u>Three dollars and zero cents</u>			
649.41	Geotextile for Underdrain Trench Lining				
		SY	88.89	\$ 4.00	\$ 355.56
	Unit Price in Words	<u>Four dollars and zero cents</u>			
651.15	Seed (NABI)				
		LB	52.57	\$ 0.00	\$ 0.00
	Unit Price in Words	<u>Zero dollars and Zero cents</u>			
651.18	Fertilizer (NABI)				
		LB	52.57	\$ 0.00	\$ 0.00
	Unit Price in Words	<u>Zero dollars and Zero cents</u>			
651.20	Agriculture Limestone (NABI)				
		TON	1.31	\$ 0.00	\$ 0.00
	Unit Price in Words	<u>Zero dollars and Zero cents</u>			
651.35	Topsoil				
		CY	642.49	\$ 52.00	\$ 33,409.48
	Unit Price in Words	<u>Fifty two dollars and zero cents</u>			
651.40	Grubbing Material				
		SY	304.22	\$ 51.00	\$ 15,515.22
	Unit Price in Words	<u>Fifty one dollars and zero cents</u>			
653.01	EPSC Plan				
		LS	1.00	\$ 1,000.00	\$ 1,000.00
	Unit Price in Words	<u>One thousand dollars and zero cents</u>			

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TA17(13) & TAP TA21(3)

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653.02	Monitoring EPSC Plan				
		HR	104.00	\$ 35.00	\$ 3,640.00
	Unit Price in Words	Thirty five dollars and zero cents			
653.03	Maintenance of EPSC Plan (NABI)				
		LU	1.00	\$ 0.00	\$ 0.00
	Unit Price in Words	Zero dollars and Zero cents			
653.10	Hay Mulch (NABI)				
		TON	10.51	\$ 0.00	\$ 0.00
	Unit Price in Words	Zero dollars and Zero cents			
653.20	Rolled Erosion Control Product, Type I				
		SY	5840.78	\$ 2.00	\$ 11,681.56
	Unit Price in Words	Two dollars and zero cents			
653.35	Stabilized Construction Entrance				
		CY	22.20	\$ 52.00	\$ 1,154.40
	Unit Price in Words	Fifty two dollars and zero cents			
653.475	Silt Fence, Type I				
		LF	2565.00	\$ 2.50	\$ 6,412.50
	Unit Price in Words	Two dollars and fifty cents			
653.55	Project Demarcation Fence (NABI)				
		LF	3154.00	\$ 0.00	\$ 0.00
	Unit Price in Words	Zero dollars and Zero cents			
656.85	Tree Protection				
		LS	1.00	\$ 1,000.00	\$ 1,000.00
	Unit Price in Words	One thousand dollars and zero cents			
675.20	Traffic Signs, Type A				
		SF	31.75	\$ 28.00	\$ 889.00
	Unit Price in Words	Twenty eight dollars and zero cents			
675.341	Square Tube Sign Post and Anchor				
		LF	90.00	\$ 22.00	\$ 1,980.00
	Unit Price in Words	Twenty two dollars and zero cents			

Rutland City STP BP14(24) & Rutland City TAP  
TA17(13) & TAP TA21(3)

03/20/2023

Bid Form

900.450 Special Provision – Utility Modifications

LS 1.00 \$ 4,600.00 \$ 4,600.00

Unit Price in Words Four thousand six hundred dollars and zero cents

900.620 Special Provision – Relocated Solar Flashing Beacon Assembly

EA 2.00 \$ 8,200.00 \$ 16,400.00

Unit Price in Words Eight thousand two hundred dollars and zero cents

900.621 Special Provision – Swing Gate with Lock and Chain

EA 1.00 \$ 5,000.00 \$ 5,000.00

Unit Price in Words Five thousand dollars and zero cents

900.622 Special Provision – Drainage Inlet

EA 2.00 \$ 1,400.00 \$ 2,800.00

Unit Price in Words One thousand four hundred dollars and zero cents

900.640 Special Provision – Timber Bike Guard Rail

LF 502.00 \$ 92.00 \$ 46,184.00

Unit Price in Words Ninety two dollars and zero cents

900.645 Special Provision – Prefabricated Multi-Modal Pedestrian Bridge

LS 1.00 \$ 482,000.00 \$ 482,000.00

Unit Price in Words Four hundred eighty two thousand dollars and zero cents

900.650 Special Provision – Mat Density Pay Adjustment, Small Quantity

(NABI) LU 1.00 \$ 0.00 \$ 0.00

Unit Price in Words Zero dollars and Zero cents

900.650 Special Provision – Mixture Pay Adjustment (NABI)

LU 1.00 \$ 0.00 \$ 0.00

Unit Price in Words Zero dollars and Zero cents

900.675 Special Provision – Unit Block Retaining Wall

SF 1907.59 \$ 51.00 \$ 97,287.09

Unit Price in Words Fifty one dollars and zero cents

900.680 Special Provision – Bituminous Concrete Pavement, Small Quantity

(Installation Only) TON 290.00 \$ 100.00 \$ 29,000.00

Unit Price in Words One hundred dollars and zero cents

Rutland City STP BP14(24) & Rutland City TAP  
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Bid Form

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Total Base Bid \$ 1,393,960.31

Total Base Bid Written One million three hundred thirty nine thousand nine hundred sixty dollars and thirty one cents

**ALTERNATE 1 – INSTALLATION OF STEEL BIKE GUARD RAIL IN LIEU OF  
TIMBER BIKE GUARD RAIL**

900.641 Special Provision – Steel Bike Guard Rail

LF 502.00 \$ 200.00 \$ 100,400.00

Unit Price in Words Two hundred dollars and zero cents

Total Alternate 1 \$ 100,400.00

Total Alternate 1 Written One hundred thousand four hundred dollars and zero cents

The lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Belden Construction LLC

Contractor

Justin Belden

By

President

Title

15 Belden Road, Rutland, VT, 05701

Business Address



**Attachment G:  
2023 Additional Funding Worksheet**

**Applicant Name:** City of Rutland  
**Project Title:** Rutland Creek Path- Segment 3  
BP14(24) & TA17(13) & TA 21(3)

**Determining Make Up Funding for an Existing Project**

Original Award (including Local share)	\$1,628,285
Engineering Expenses to Date	\$182,830
Project Management Expenses to Date	\$10,040
ROW expenses to Date	\$5,500

<b>Amount Remaining from original award</b>	<b>\$1,429,915</b>
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Utility Relocation	\$46,933	GMP contract + 5% inflation
Balance of Engineering contract to be billed	\$13,620	
Balance of Project Management to end of project	\$5,000	
Balance of ROW expenses anticipated	\$0	
Estimated Construction Cost	1,533,356	Belden's bid + 10% contingency
Estimated Construction Inspection Cost	\$134,255	GPI's contract + 10% contingency
<b>Total Cost to Complete Project</b>	<b>\$1,733,164</b>	

<b>Amount Remaining in Grant Award (or deficit)</b>	<b>(\$303,249)</b>
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RUTLAND REGIONAL PLANNING COMMISSION

**MAY 16, 2023**

**PETER POCHOP**

**VERMONT AGENCY OF TRANSPORTATION**

**BARRE CITY PLACE, 219 NORTH MAIN ST. BARRE, VT 05641**

**RE: LETTER OF SUPPORT FOR CREEK PATH SEGMENT 3 FUNDING**

**Dear Mr. Pochop,**

The Rutland Regional Planning Commission (RRPC) is pleased to offer its support for the City of Rutland's Creek Path Segment 3 Funding application to the VTrans Bicycle and Pedestrian Grant Program.

The RRPC is excited to support the City of Rutland, and recognizes the important transportation benefits the path will provide for Rutland City and the Rutland Region. The Creek Path represents a decade long effort to develop a shared-use greenway in Rutland City for both transportation and recreational purposes and Segment 3 will be the connecting piece that ties the whole path together.

Since Rutland City lacks an easily developable rail ROW like so many other Vermont communities, the creation of this greenway has necessitated careful collaboration with private landowners. With easements secured and a fully engineered segment, all that is needed is additional funding to complete the missing link.

The RRPC fully supports the City and strongly encourages VTrans to fund the Creek Path Segment 3 project. Thank you for the consideration and supporting our community partners.

**Thank You,**

**Ethan Pepin**

**Transportation Planner**

*The Opera House | 67 Merchants Row | Rutland, Vermont  
P.O. Box 430 | Rutland, Vermont 05702  
RutlandRPC.org | (802) 775-0871*

**COOPERATIVE PLANNING IN THE REGION**

**CITY OF RUTLAND  
VERMONT**

**2023 VTrans Bicycle and Pedestrian Program  
Resolution**

**Whereas,** the City of Rutland is applying for funding as provided for in the 2023 VTrans Bicycle and Pedestrian Program and may receive an award of funds under said provisions; and

**Whereas,** the Vermont Department of Transportation may offer a Grant Agreement to this municipality for said funding;

**Now, Therefore, Be it Resolved:**

**That** the Rutland City Board of Aldermen supports an application for additional funding for the Rutland Creek Path Segment 3; and

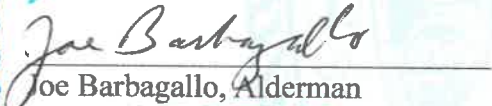
**That** the Rutland City Board of Aldermen hereby acknowledge there is a 20% local match and future maintenance responsibilities.

Passed this 15th day of May, 2023.

**BOARD OF ALDERMEN**

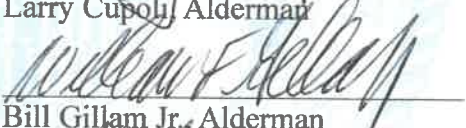
  
Alderman Talbott, President


  
Alex Adams, Alderman

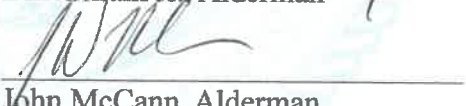
  
Joe Barbagallo, Alderman  
**ABSENT**

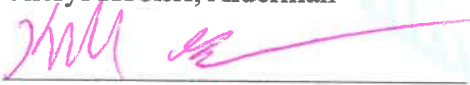
  
Larry Cupoli, Alderman

Sharon Davis, Alderman

  
Bill Gillam Jr., Alderman

  
Cheryl Hooker, Alderman

  
John McCann, Alderman  
**ABSENT**

  
Kiana McClure, Alderman

Carrie Savage, Alderman

  
Anna Tadio, Alderman

The above resolution is a true and correct copy of the resolution as finally adopted at a meeting of the Rutland City Board of Alderman held on the 15th day of May, and duly recorded in my office.

In witness whereof, I hereunto set my hand this 15 day of May, 2023.

  
Tracy Kapusta, City Clerk