

**Town of South Hero
333 US Route 2
South Hero, VT**

CONTRACT

Date: August 19th, 2024

This agreement is made this **19th** day of **August** and effective the **19th** day of **August 2024** by and between **Town of South Hero** (Owner) and **Millbrook Building and Remodeling, Inc.** (Contractor) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT: **South Hero Municipal Salt Shed**
286 US Route 2
South Hero, VT 05486

OWNER: **Town of South Hero**
333 US Route 2
South Hero, VT 05486

DRAWINGS: **Northeast Structural Engineering (NES)**
4025 Rollo Road
Swanton, VT 05488

ENGINEER: **Northeast Structural Engineering (NES)**
Project #23074
4025 Rollo Road
Swanton, VT 05488

CONTRACTOR: **Millbrook Building and Remodeling, Inc.**
PO Box 526
Essex Junction, VT 05453

ARTICLE 1

CONTRACT PAYMENT: The Owner agrees to pay Contractor for satisfactory performance of contractor's Work the sum of: \$325,000.00

(Three Hundred Twenty-five Thousand and xx/100 Dollars)

Draw Schedule:
Progress Payments

ARTICLE 2

SCOPE OF WORK: Contractor agrees to commence Contractor's Work herein described upon notification by Owner, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Owner in accord with the Owner's schedule. **This shall include all labor, materials, and equipment necessary or incidental to complete the project:** Construct a 100' x 82' Salt Shed as per the Drawings dated August 8, 2023.

Inclusions: Supply and installation of materials to complete the framing, roofing and siding portions of the work.

Exclusions: Sitework, Concrete, Overhead Doors, Electrical, Bonds, Snow Removal.

ARTICLE 3

SCHEDULE OF WORK: Contractor shall provide Owner with any requested scheduling information of Contractor's Work. The Schedule of Work shall be prepared by Contractor and may be revised as the Work progresses. Millbrook Building & Remodeling, Inc. guarantees you will be able to use the South Hero Salt Shed for Road Salt by 10.31.2024 weather permitting. There still may be miscellaneous exterior finish work like Siding.

ARTICLE 4

CHANGES: Owner, without nullifying this Agreement, may direct Contractor *in writing* to make changes to Contractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes may be set forth in a Change Order pursuant to the Contract Documents, if requested by owner.

ARTICLE 5

FAILURE OF PERFORMANCE. Should Contractor fail to satisfy contractual deficiencies within ten (10) working days from receipt of Owner's written notice, then the Owner, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Contractor, who shall be liable for payment of same, including reasonable overhead, profit and attorneys fees.

ARTICLE 6

INSURANCE. Prior to the start of Contractor's Work, Contractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance with a minimum coverage limit of \$2,000,000, Automobile Liability Insurance with a minimum coverage limit of \$2,000,000 and all insurance required of Contractor under the Contract Documents. Contractor will provide Builder's Risk Insurance. Owner may be named as (additional insured) on each of these policies, except for Worker's Compensation.

ARTICLE 7

WARRANTY. Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

ARTICLE 8

SPECIAL PROVISIONS.

1. This project is tax exempt.
2. Submittals will be sent to you to choose roofing and siding colors and any other items, as necessary.

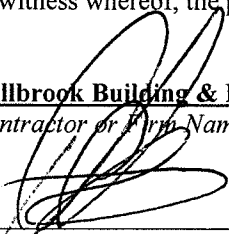
ARTICLE 9

PAYMENTS. Performance payments shall be requested in writing by the Contractor once per month. These payments shall be due and payable upon receipt.

In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

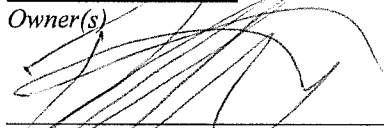
Millbrook Building & Remodeling, Inc.

Contractor or Firm Name


By: *David L. Pratt, President*

Town of South Hero

Owner(s)


By: *David C. Carter, Selectboard Chair*

Mill brook Building & Remodeling, Inc.
PO Box 526
Essex Junction, VT 05453

Proposal

Proposal Date: 8/15/2024
Proposal #: 8097
Project:

Bill To:
South hero salt shed

Description	Est. Hours/Qty.	Rate	Total
South Hero salt shed Scope of work -- Supply and installation of material for the framing, roofing and siding -- includes necessary equipment Sitework, concrete, electrical, overhead doors are excluded Price -- \$325,000.00 Sent -- 8/15/24			
Total			\$0.00