

CONSTRUCTION AGREEMENT
EAST MONTPELIER RECREATION FIELD TIMBER FRAME SHELTER

This Construction Agreement (“Agreement”) is entered into as of _____, 2026, by and between the Town of East Montpelier, Vermont, by and through its Selectboard (“Town”), with a mailing address of 40 Kelton Road, P.O. Box 157, East Montpelier, Vermont 05651, and Timeless Timber Works LLC d/b/a Timeless Timber Homes (“Contractor”), with a mailing address of 57 Durkee Drive, Plainfield, Vermont 05667.

1. PROJECT

The Contractor shall furnish all labor, materials, equipment, engineering coordination, fabrication, delivery, and erection necessary to construct a timber frame park shelter at the East Montpelier Recreation Field located at 571 Vincent Flats Road, East Montpelier, Vermont, in accordance with the Town’s Request for Proposals dated April 10, 2026, Contractor’s Bid Proposal dated May 2026, any approved change orders, and applicable federal, state, and local laws and regulations.

The shelter shall consist generally of a 25-foot by 35-foot timber frame pavilion (approximately 40 feet by 30 feet 9 inches including overhangs), utilizing traditional mortise-and-tenon joinery, tongue-and-groove roof decking, and related structural components as described in the Proposal. The metal standing seam roof, concrete slab, and helical pile foundations shall be provided by others.

2. CONTRACT DOCUMENTS

The following documents are incorporated into this Agreement by reference:

- a. East Montpelier Timber Frame Park Shelter RFP;
- b. Contractor’s Proposal and drawings;
- c. Any written addenda or change orders;
- d. Applicable provisions of the Town’s LWCF Grant Agreement No. 06130-LWCF-50-00693 to the extent applicable to Contractor work.

In the event of conflict, this Agreement shall control, followed by the RFP, followed by the Contractor’s Proposal.

3. CONTRACT PRICE

The Town shall pay the Contractor a base contract amount of Sixty-Two Thousand Fifty Dollars (\$62,050.00). This amount includes the Planed Timber option (\$2,200) and the Stained timber option (\$1,900). The following optional add-ons may be authorized only by written change order:

<u>Optional Item</u>	<u>Price</u>
Stained roof decking	\$2,200
Curved knee braces	\$700

No additional compensation shall be due unless approved in writing by the Town.

4. PAYMENT

Payments shall be made as follows:

- a. 40% upon execution of this Agreement, submission of acceptable insurance certificates, and submission of required vendor documentation;
- b. 40% upon completion of fabrication and delivery of timber materials to the project site;
- c. Remaining balance upon substantial completion of the work and satisfaction of all final payment requirements.

Substantial completion means completion of the timber frame and roof decking work such that the structure may be used for its intended purpose, subject only to minor punch-list items that do not materially interfere with use.

Contractor shall submit invoices reasonably documenting work completed and materials supplied.

The Town shall retain ten percent (10%) from each progress payment as retainage. Retainage shall be released upon final completion of the Work, including completion of all punch-list items, submission of final invoice, delivery of any required engineering documents, and acceptance of the Work by the Town.

The Town may withhold payment for defective, incomplete, or nonconforming work.

5. SCHEDULE

Contractor shall begin engineering coordination and related preparatory work during 2026, fabricate timber components during January–April 2027, and deliver and erect the timber frame and complete roof decking on or before May 20, 2027. Time is of the essence.

Delays caused by weather, acts of God, labor shortages, material shortages, or other causes beyond Contractor's reasonable control shall constitute excusable delays, provided Contractor promptly notifies the Town in writing.

Contractor shall make reasonable efforts to avoid unnecessary disruption of scheduled recreational activities (e.g., baseball and softball games and practices, community events) on the property and shall comply with reasonable scheduling and site access requests from the Town.

6. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a. Provide all labor, supervision, tools, equipment, and materials necessary for the work;
- b. Construct the shelter in a good and workmanlike manner consistent with industry standards;
- c. Coordinate foundation connection requirements with the Town and the Town's foundation contractor;
- d. Provide stamped engineered drawings upon request;
- e. Provide column reactions, base details, and anchor requirements necessary for foundation design;
- f. Maintain the project site in a safe condition;
- g. Keep the project site reasonably free of construction debris and shall repair any damage to Town property caused by Contractor's operations;
- h. Comply with all applicable OSHA requirements and all federal, state, and local laws;
- i. Promptly correct defective work at Contractor's expense.

7. INSURANCE

Prior to commencing work, Contractor shall provide certificates of insurance evidencing:

- a. Commercial General Liability Insurance: minimum \$1,000,000 per occurrence;
- b. Automobile Liability Insurance: minimum \$1,000,000 combined single limit;
- c. Workers' Compensation Insurance as required by Vermont law.

The Town of East Montpelier shall be named as an additional insured on liability policies. Insurance shall remain in effect throughout the project.

8. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of the Town.

9. COMPLIANCE WITH FEDERAL REQUIREMENTS

Because this project is funded in part through the Land and Water Conservation Fund (LWCF), Contractor shall comply with all applicable federal requirements, including but not limited to: Davis-Bacon prevailing wage requirements if applicable, equal employment opportunity requirements, federal procurement and record-retention requirements, Buy America provisions to the extent applicable, and any other applicable conditions imposed under the LWCF Grant Agreement.

Contractor shall maintain records relating to the project for a minimum of three (3) years following final payment and shall provide such records to the Town upon request.

10. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign this Agreement or subcontract substantial portions of the work without the prior written consent of the Town.

11. WARRANTY

Contractor warrants that all work shall be free from defects in workmanship for a period of one (1) year following substantial completion. Contractor shall repair or replace defective work within a reasonable time after written notice from the Town.

12. TERMINATION

The Town may terminate this Agreement for cause upon seven (7) days' written notice if Contractor:

- a. Fails to perform the work in accordance with this Agreement;
- b. Fails to maintain required insurance;
- c. Becomes insolvent;
- d. Otherwise materially breaches this Agreement.

If terminated for cause, the Town may complete the work and deduct completion costs from unpaid contract sums.

The Town may also terminate this Agreement for convenience upon written notice, in which case Contractor shall be paid for work satisfactorily completed to date.

The Town's obligation to make payments under this Agreement is subject to the availability of appropriated state and municipal funds. If sufficient funds are not appropriated or available, the

Town may terminate this Agreement upon written notice to the Contractor. In that event, the Town shall only be responsible for payment for work completed and accepted before termination.

13. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers, employees, and agents from claims, damages, losses, and expenses arising out of Contractor's performance of the work, except to the extent caused by the negligence of the Town.

14. CHANGE ORDERS

Changes to the work or contract price must be approved in writing by the Town before the work is performed.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Vermont. Any disputes shall be brought in the Vermont Superior Court, Washington Unit.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes prior negotiations or understandings. Amendments must be in writing and signed by both parties.

TOWN OF EAST MONTPELIER

By: _____

Seth Gardner, Selectboard Chair

Date: _____

TIMELESS TIMBER WORKS LLC

By: _____

Justin Hepburn, Authorized Representative

Date: _____