

Agenda
Warren Selectboard
August 9, 2022
6:30 PM VIA Zoom or In Person
Warren Municipal Building

- ✓ 6:00 PM – Site Visit – Warren Store Outside Liquor License Review – Selectboard/Manager
- ✓ 6:30 PM – Meeting to convene at Municipal Building/Agenda Changes
- ✓ 6:35 PM – Public Comment
- ✓ 6:40 PM – GSI – Ben Haugen –
 1. Proposal for Sugarbush Access Phase 2 – Includes: Asset management, long-term monitoring and an immediate drone flight for baseline of newly paved road.
 2. A Phase 1 study of West Hill Road that would closely resemble what we did for the Sugarbush Access Road.

✓ 7:00 PM – Warren 4th of July Wrap Up – Susan Klein

✓ 7:15 PM – Warren Multi-Purpose Town Green Structure – Dayna Lisaius

✓ 7:30 PM – Down Town Village GIS Design for Stripping – Bob Ackland

8:15 PM – Road cuts / road classifications

8:30 PM – Other Business

AP warrants = 32766.47 Payroll = 25,526.51

8:40 PM – Executive Session to discuss Real Estate – Warren Selectboard

Ongoing:

Park Fences

ARPA

Town Garage

Warren Falls

Traffic Calming

Topic: Town Of Warren's Zoom Meeting

Time: Aug 9, 2022 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89391197273?pwd=eW4zV2dWSUJxbFJUVGoyMw4eU5Pd09>

Meeting ID: 893 9119 7273

Passcode: 736677

One tap mobile

+16469313860,,89391197273#,,,,*736677# US

+13017158592,,89391197273#,,,,*736677# US (Washington DC)

Dial by your location

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 408 638 0968 US (San Jose)

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

Meeting ID: 893 9119 7273

Passcode: 736677

Find your local number: <https://us06web.zoom.us/j/89391197273>

Minutes of August 9, 2022
Warren Selectboard
Warren Municipal Building or VIA Zoom
6:30 PM

Members Present: Luke Youmell, Chair, Andrew Cunningham, Vice Chair, Bob Ackland, Camilla Behn & Devin Klein Corrigan.

Others Present: Tracy Kelly, (Pitcher Inn Manager), Mark (Pitcher Inn Maintenance), Rob (TV44/45), Ben Haugen, Susan Klein, Dayna Lisaius & Cindi Jones.

6:05 PM – Site Visit Warren Store Liquor License & Outdoor Consumption License Approval – The board met with Tracey Kelly, Pitcher Inn Manger and Mark the Maintenance man for the Pitcher Inn to go over the outside Consumption Permit request. Ms. Kelly commented that they would like to be able to serve alcohol and it would be allowed on the outside deck and down back on the grassy area near the storage building only. They would like eventually to keep the store open longer and serve some quick easy meals to go. The board had some concerns about the area near the river and people just walking out of the area without it being closed in. Ms. Kelly commented that they plan on putting up signage and the grassy area will be closed in with a hedge preventing people from walking out behind the store and off the premises. Ms. Kelly commented that they are looking at the hours of 8:00 AM-9:00 PM. Mr. Cunningham commented that he would like for them to reach out to the neighbors surrounding the property and also have the liquor control board come to visit before signing off.

6:35 PM – Public comment – none.

6:40 PM – GSI – Ben Haugen – Mr. Haugen presented two proposals to the board for the Sugarbush Access Road and for the West Hill Road. Mr. Haugen started out with the proposal on the Sugarbush Access road from what has been done to now moving towards a multi-criteria geohazard assessment plan. The Town has the base line data and now can use it for a decision map basis. The board had questions about the long-term cost benefit of doing this with lidar and the drone photogrammetry change detection costs. Mr. Haugen commented that you want to move to a more proactive risk basis approach that would show early detection of change and where the Town should concentrate on geohazard's fixes before they get too catastrophic. The Board agreed that the drone photogrammetry change detection analysis and the multi-criteria geohazard assessment were important to move ahead on for the Sugarbush Access Road.

West Hill – Mr. Haugen commented that West Hill Road section would be the same scope as what was completed on the Sugarbush Access Road. The board asked if there would be a cost savings to fly the lidar and the area collection for both roads at once. Mr. Haugen commented that it could take 1 or 2 days to do both but there would be some cost savings. The board would like Mr. Haugen to look at a proposal that covers doing both roads at the same time and come back to the board.

7:20 PM – 4th of July Wrap Up – Susan Klein – Ms. Klein commented there were three issues that came to her attention this year. 1) Concert Security would not allow people to cross the Main Street Bridge. Ms. Klein commented that there was some miscommunication with the concert security that people could cross the bridge but could not stand and watch the parade on the bridge. She has taken care of that issue. 2) The dirt bikes were very energetic and not safely performing. Ms. Klein commented that she spoke to the group about the concerns and if they participate next year, they will keep it low key.

3) SOS – Walk of Brookfield – Ms. Klein commented that she plans on walking the area with SOS and do a better way of marking the fields to limit any damage to the septic fields. She also commented that she did not hear any feedback from the constables concerning parking. At Brookfield there were complaints that there was not enough food. Ms. Klein commented that one vendor downtown was suppose to set up a station at the field but again there was some miscommunication with vendor about setting one up in the Village and one up on Brookfield. She is working on that issue for next year as it was very difficult to find vendors given the staffing shortage.

Changes for next year: Ms. Klein commented that the Bruce Skylar Band is retiring next year from the event. She did find a local community family that will take over for next year – The Holter Family. Other challenges and changes are that the new Warren Store owner does not the portlets behind the store. The new owner of the Roth Building is ok with having them on her property. Also, the hanging of banners at the Warren Store. The new owner will hang his own.

Budget: The budget was over the \$15,000 as budgeted by \$3,000. Some of the causes were: GMTA pulling out the last minute for busing and First Student coming in to cover that, the sheriff services were up and the kid's events at the Brookfield. Next year, the town will budget about \$18,000 for the event. Ms. Klein commented that from the posters sales, there was \$1,300 that went to the Ukraine effort. The board thanked Ms. Klein for her efforts and services to coordinate this event.

7:30 PM – Multi-Purpose Structure Town Green – Dayna Lisaius – Ms. Lisaius commented that she had met with the Planning Commission regarding the structure and took their comments on the design, placement and size of it. She commented that the PC agreed to pursue the grant funding but would like to see the final design of size and placement on the Town Green. There is a lot of good community support for the project but there were some public concerns that will be addressed.

7:45 PM – Down Town Village GIS Design for Stripping – Bob Ackland and Rachel Gorgonian – Mr. Ackland presented a power point the board on proposed markings and proposals on certain areas. In the presentation he switched out to tabletops with pavers instead of painted crosswalks. They looked at Flat Iron making it into a one way with a rain garden on the side by the gazebo eliminating the parking. The board did not feel that Flat Iron should be a one way and should be left as two ways but with the multi-sharing of the road stripping. At the bottom of Fuller Hill there was also a curb rain garden making the intersection narrower and to help with storm water. Cross walks at the locations of the Post Office, across Flat Iron, across Brook Road at the Path location and just after the bridge going up Brook Road were all approved. The board also liked the complete stripping down South Main Street and stripping on Brook Road up to the speed sign. (See attached Power Point).

Mr. Cunningham commented he would like to see this done in two phases starting with the stripping this year and adding the tables next year. Ms. Behn commented she would like to see the rubber mats placed where the table tops would be for feedback. Ms. Klein Corrigan commented she is not a fan of the tables with the pavers. Ms. Goregaon commented that a change in texture and visual cues help to slow traffic down in her experience. Ms. Klein Corrigan commented she wanted to see the bridge lighting. Mr. Ackland commented that the bridge enhancements were not included in the grant, but could be done. Also, at the bridge by Luce Pierce Road, there would be portable delineators put up to define the roadway for pedestrians and the bridge would be come a one way.

These would be taken down prior to winter. The rain gardens would be a spring project with curbing. Mr. Ackland and Ms. Gregorian will work on the numbers and Mr. Ackland will proceed with what the board has approved with the stripping company.

8:57 PM – Road Cuts/Road Classifications – Mr. Youmell brought this up as to the new curb accesses and a clearer policy of who checks on the final design and signs off. Presently Mr. Cunningham reviews the new road access permits and presents to the board for approval or denial. After the Selectboard's approval, the Road Commissioner would follow up on construction to make sure it was followed to the standards and stipulations if any. Mr. Ackland commented that the Road Foreman should be checking on the new road cuts and sign off.

Road Classifications – Mr. Bombard went to Mr. Youmell to discuss giving up all the town roads that service just one house due to the fact they only have a 4-man crew. Mr. Cunningham commented that he could see roads leading to only one house but roads having 2-3 homes he would have to disagree on. Mr. Youmell will go back to Mr. Bombard for a list of the roads he would like to have discontinued from plowing and road maintenance. After the list has been compiled, the board will start the legal process of changing classifications. Also noted by changing classifications, it will change the amount of state money for mileage the town receives if it is a class 3 being reclassified.

Other Business:

Housing Summit – Mr. Ackland commented that the MRVPD will be hosting a Housing Summit on October 12 from 4-7:30 PM at the Lareau Farm. There will be a panel of speakers giving presentations and receiving questions about the issue of educating the community on ways to solve the housing crisis in the Valley.

One board member asked about the Housing Coalition. Mr. Ackland commented that the Housing Coalition is dormant and the planning has been shifted to the MRVPD approved by the Steering Committee.

Tri-Town Meeting – Has not been scheduled yet. The MRVPD is working on this.

Fences at Riverside and Wabanaki – Ms. Jones asked Mr. Cunningham on what the status was on the fences. Mr. Cunningham commented that he has fixed them temporarily, however, they are pretty rotten and need replacing. Mr. Cunningham commented that Mr. Saxton of the Path Association will be in contact with the Town on replacing the fences with volunteer labor. The Town would pay for the cost of the materials which is all under \$2,000. Kenyon's has the rails all pressure treated.

Planning Commission – LUDARS – Ms. Behn commented that the Planning Commission is having one more meeting in August to do final changes to the LUDARS and send a draft to the Selectboard in September.

9:16 PM – Approval of Accounts Payable – Motion by Mr. Ackland to approve the accounts payable warrants as presented for \$32,266.47, seconded by Ms. Devin Klein Corrigan. All in Favor: VOTE: 5-0.

9:16 PM – Approval of Payroll Warrants – Motion by Mr. Ackland to approve the payroll warrants as presented for \$25,526.51, seconded by Ms. Devin Klein Corrigan. All in Favor: VOTE: 5-0.

9:18 PM – Approval of Minutes for July 26, 2022 – Motion by Mr. Ackland to approve the Minutes of July 26, 2022, seconded by Mr. Cunningham. All in Favor: VOTE; 5-0.

9:25 PM – Motion to go into Executive Session to discuss Real Estate and Personnel, seconded by Ms. Behn. All in Favor: VOTE: 5-0.

9:55 PM – Motion to come out of executive session by Mr. Cunningham, seconded by Mr. Ackland. All in Favor: VOTE: 5-0.


9:56 PM - Motion to adjourn by Mr. Cunningham, seconded by Mr. Ackland. All in Favor: VOTE: 5-0.

Minutes Respectfully Submitted by,
Cindi Jones, Warren Town Administrator

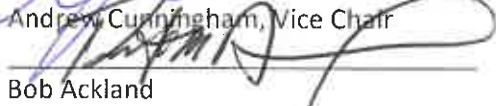
The Warren Selectboard



Luke Youmell, Chair



Andrew Cunningham, Vice Chair



Bob Ackland

Camilla Behn

Devin Klein Corrigan

Warren Village Traffic Calming

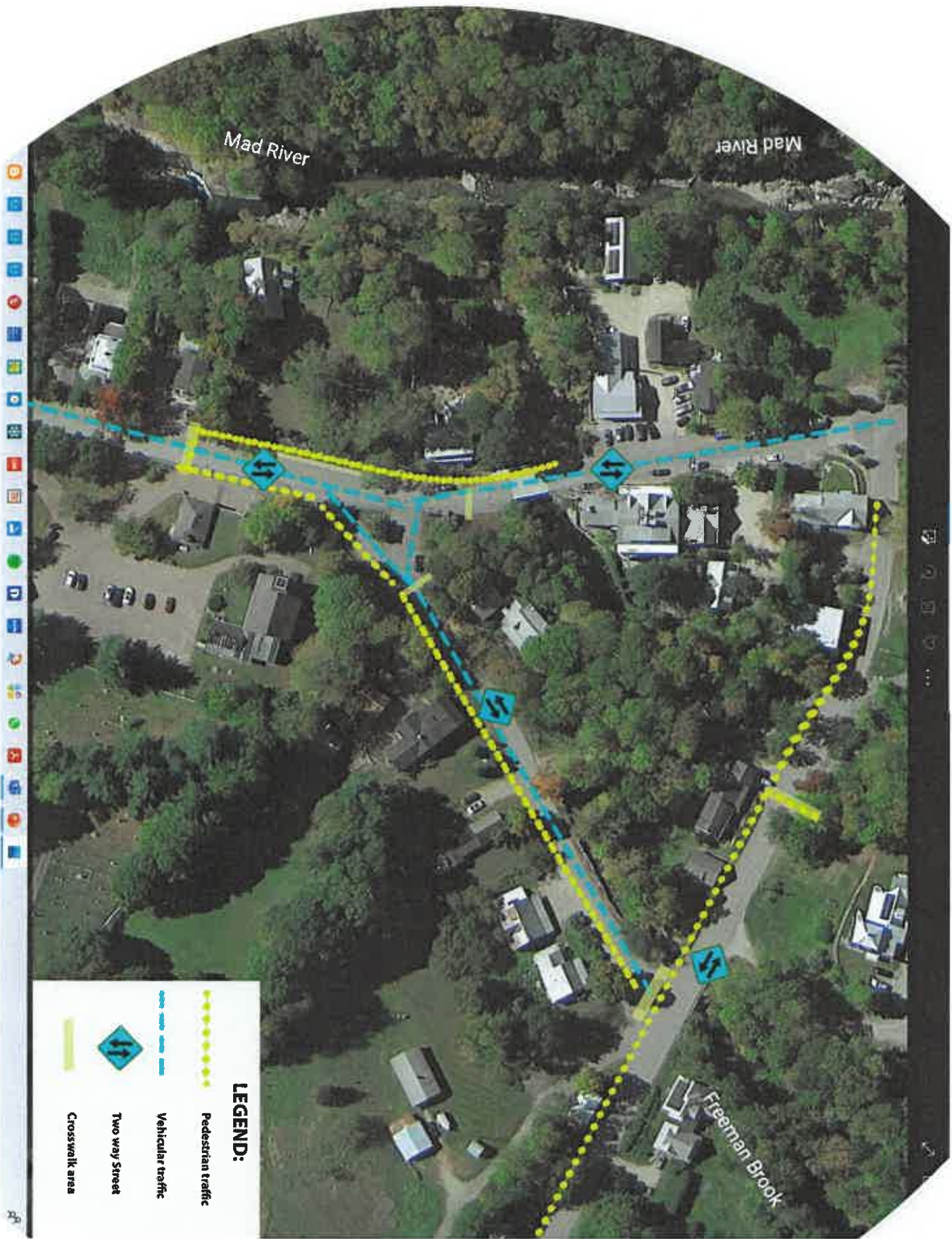
Concepts for Review



- Historic Preservation Review – Thursday 7/28 – went very well, provi approval, signing off on grant, final approval once completed plans o built are done.
- Historic Preservation approval needed for any street mural or bridge painting. Their preference for Eastern bridge on Brook Road would b lighting like Main Street
- Switching from medians to tabletop crosswalks with pavers(see photo)
- Our task for tonight is to make decision on striping and whether to tr install crosswalk speed bumps this fall and intersection squaring on F Hill.
- Final step is to square up preliminary budget of \$142K with final desi.

Traffic Flow Concepts





Mad River

Mad River

Freeman Brook

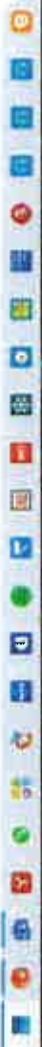
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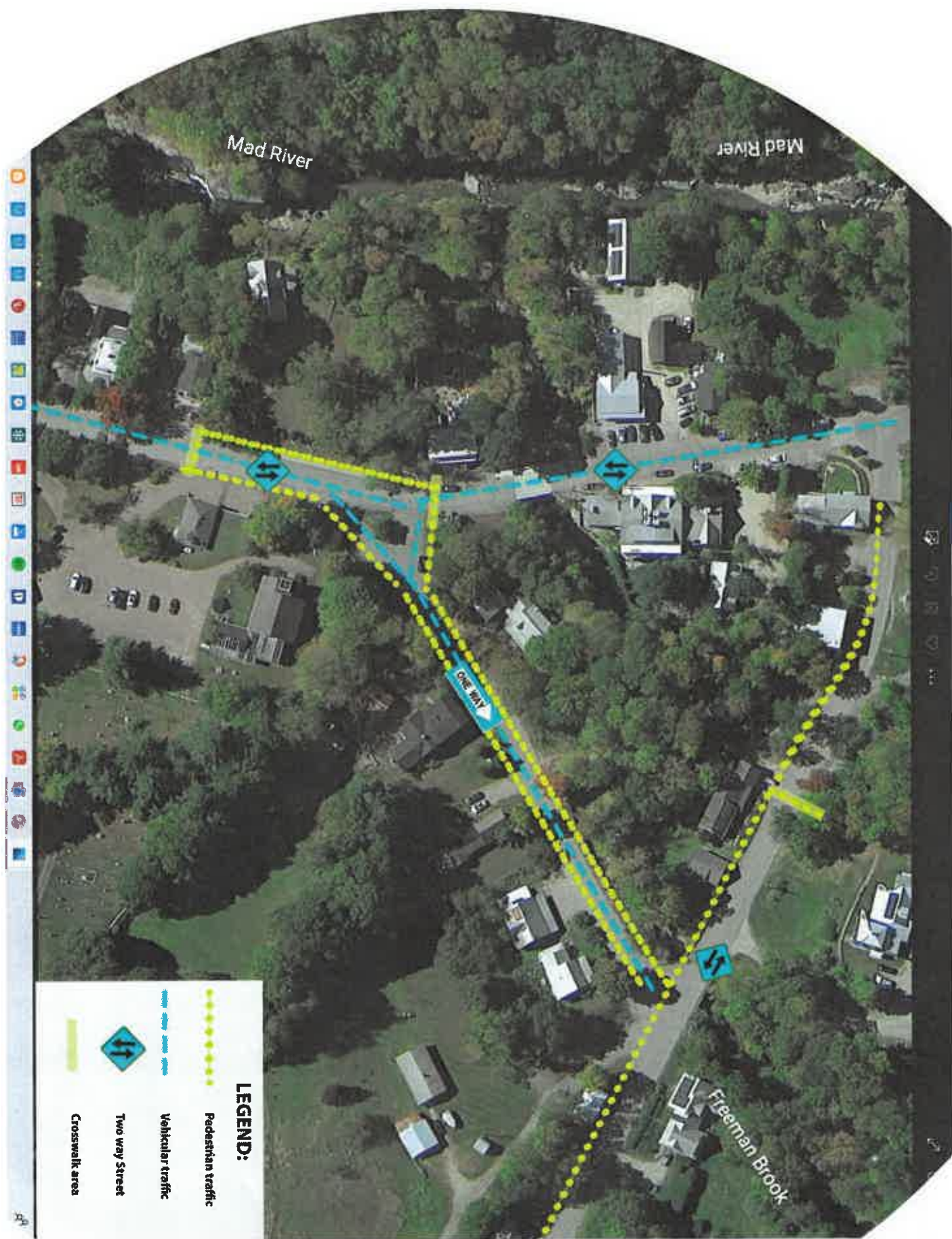
— Pedestrian traffic

— Vehicular traffic

↔ Two Way Street

— Crosswalk area





Mad River

Mad River

ONE WAY

Freeman Brook

LEGEND:

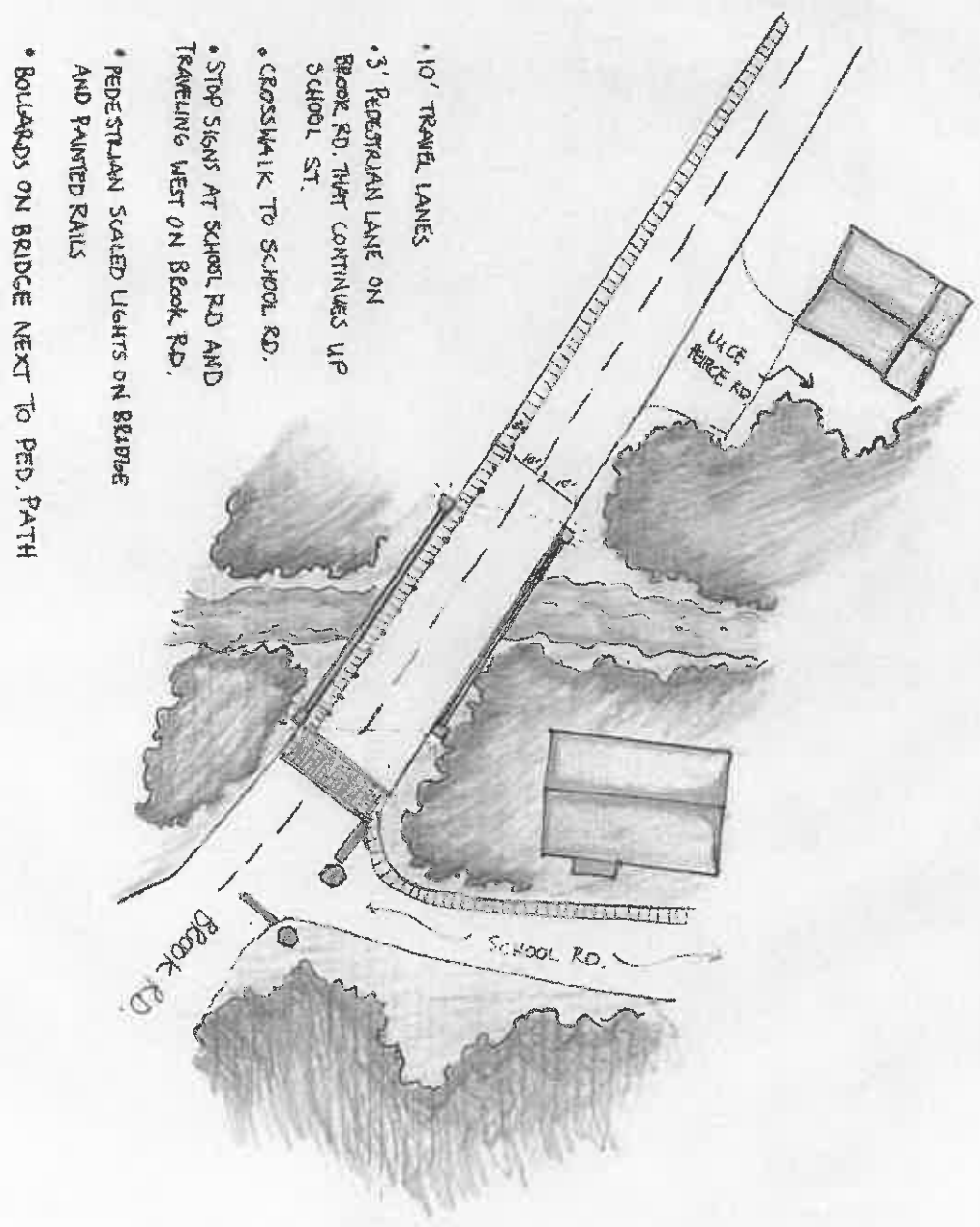
-  Pedestrian traffic
-  Vehicular traffic
-  Two Way Street
-  Crosswalk area



Bridge Concepts



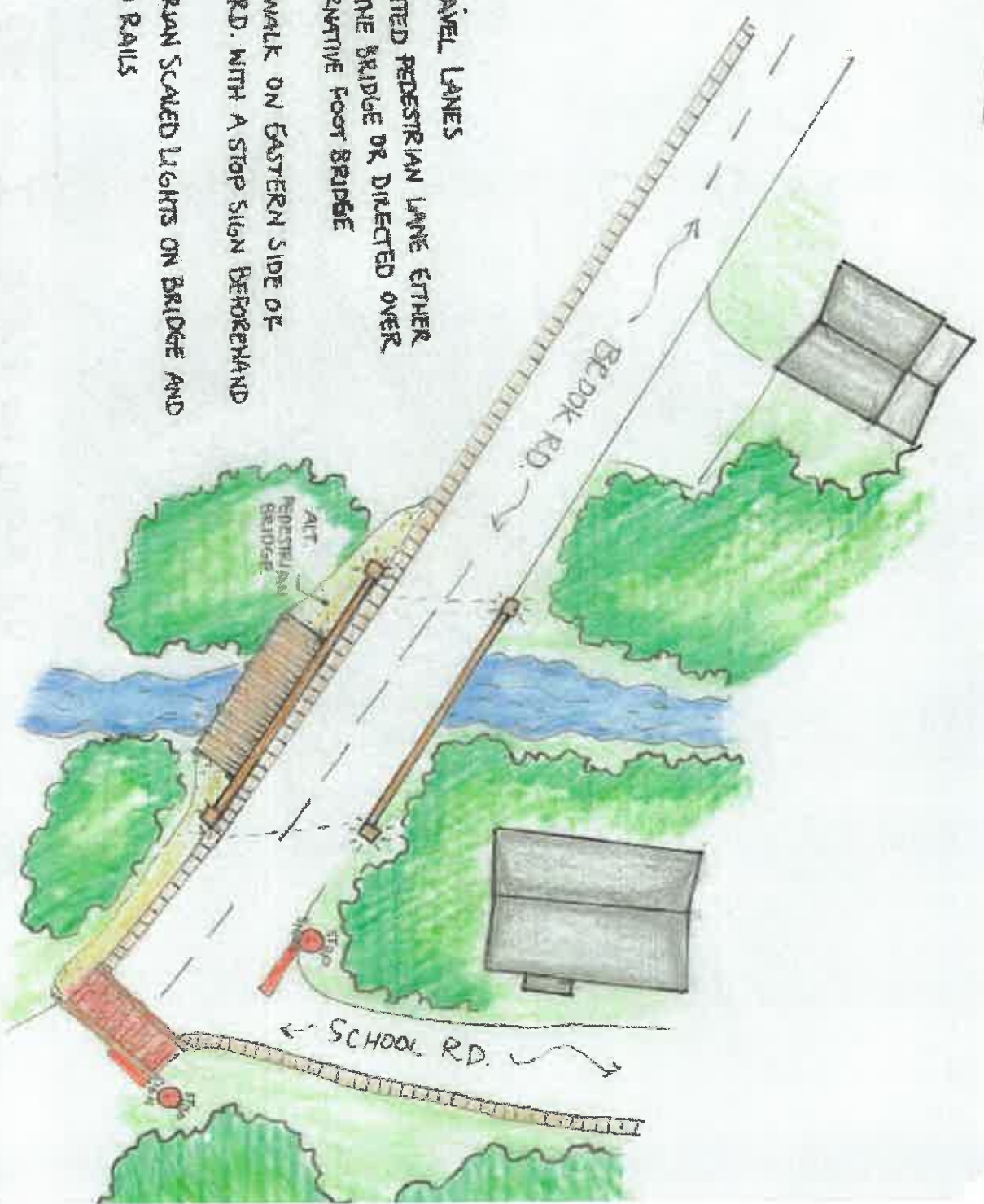
CONCEPT I: BRIDGE ON BROOK RD.



- 10' TRAVEL LANES
- 3' PEDESTRIAN LANE ON BROOK RD. THAT CONTINUES UP SCHOOL ST.
- CROSSWALK TO SCHOOL RD.
- STOP SIGNS AT SCHOOL RD AND TRAILING WEST ON BROOK RD.
- PEDESTRIAN SCARED LIGHTS ON BRIDGE AND PAINTED RAILS
- BOLLARDS ON BRIDGE NEXT TO PED. PATH

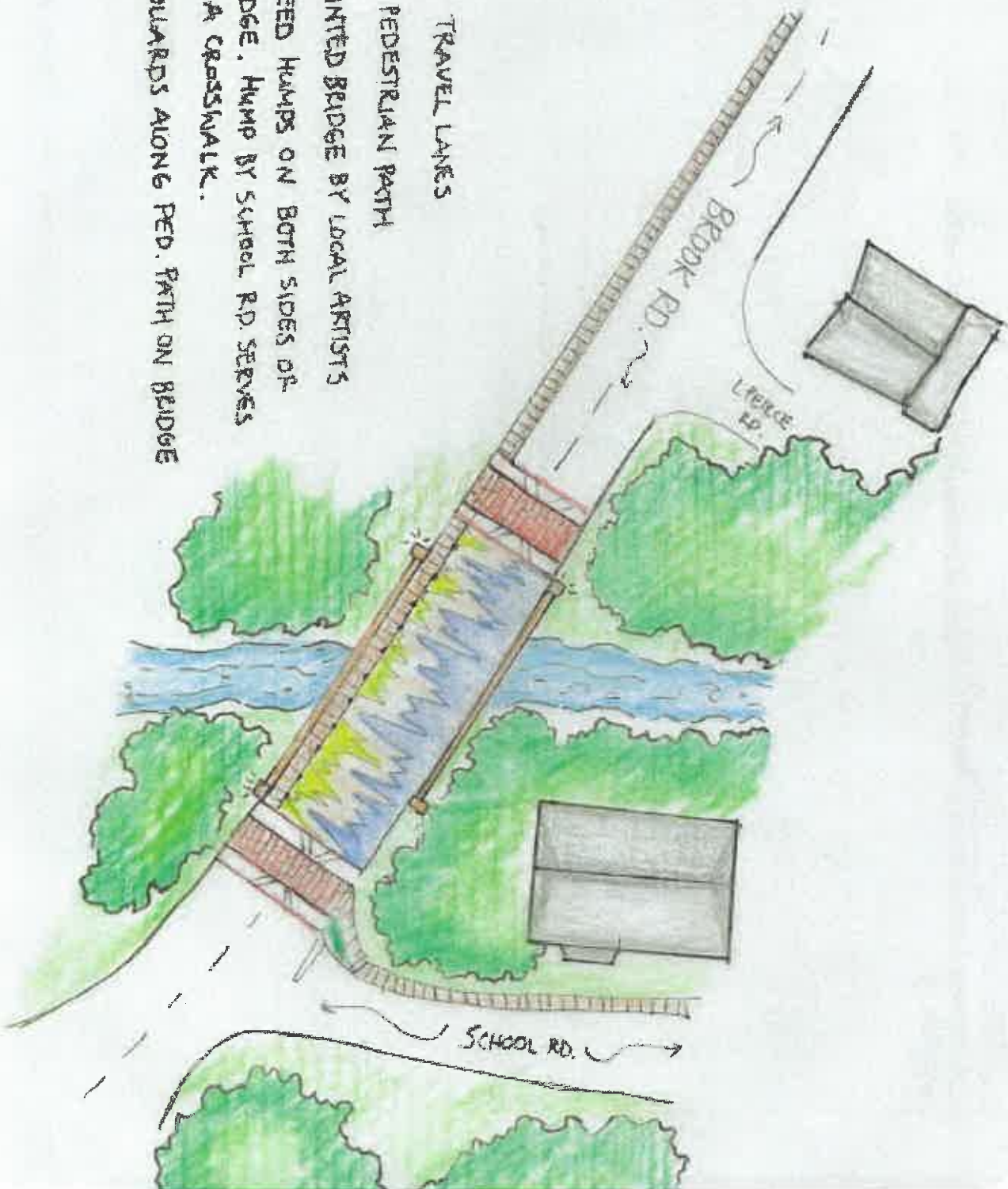
ATI II • BRIDGE ON UNION RD.

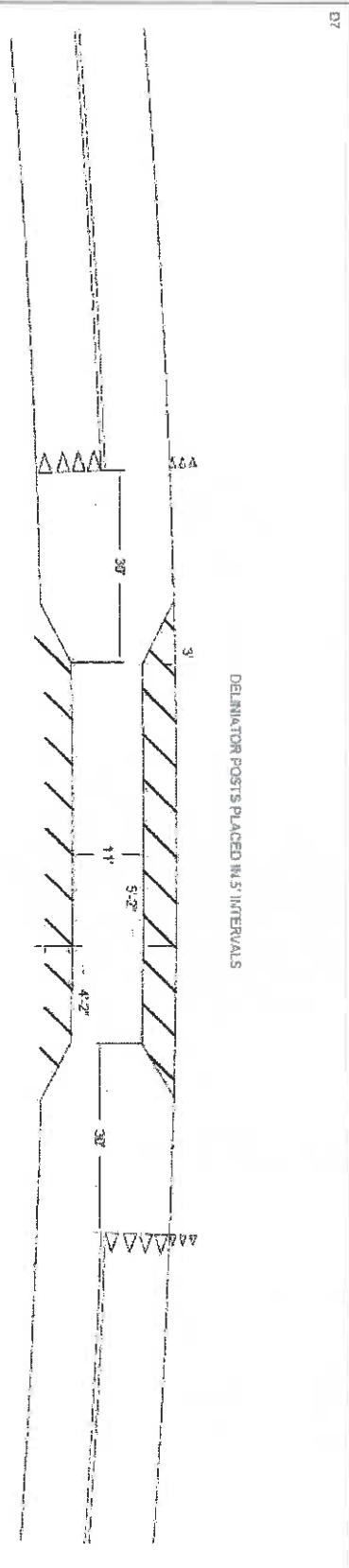
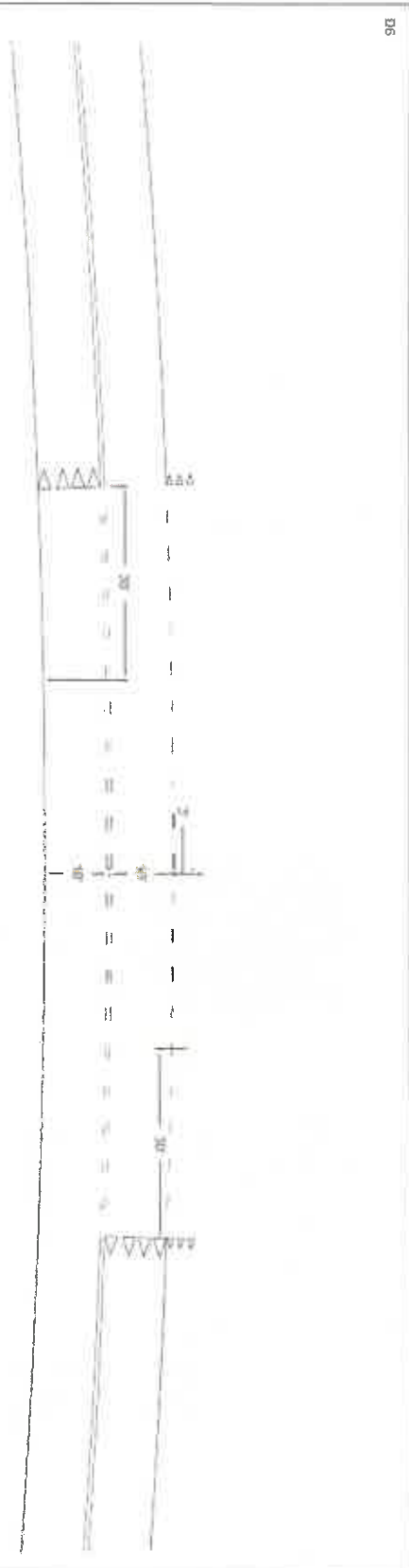
- 10' TRAVEL LANES
- 3' PAINTED PEDESTRIAN LANE EITHER ACROSS THE BRIDGE OR DIRECTED OVER AN ALTERNATIVE FOOT BRIDGE
- CROSSWALK ON EASTERN SIDE OF BROOK RD. WITH A STOP SIGN BEFOREHAND
- PEDESTRIAN SCALED LIGHTS ON BRIDGE AND PAINTED RAILS



PT III: BRIDGE ON BROOK RD.

- 10' TRAVEL LANES
- 3' PEDESTRIAN PATH
- PAINTED BRIDGE BY LOCAL ARTISTS
- SPEED HUMPS ON BOTH SIDES OF BRIDGE. HUMP BY SCHOOL RD. SERVES AS A CROSSWALK.
- BOULARDS ALONG PED. PATH ON BRIDGE



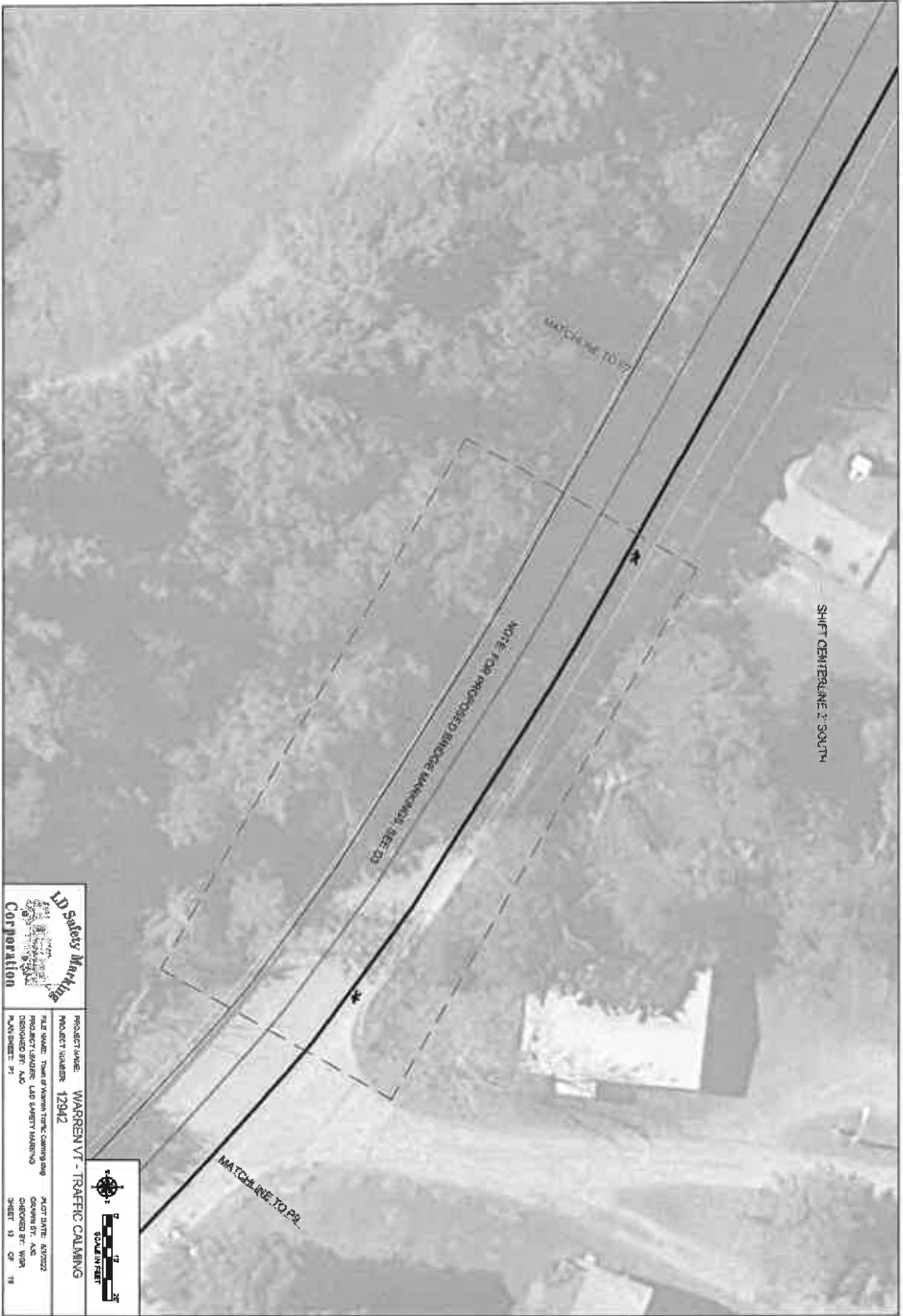


DELIMITER POSTS PLACED IN 5' INTERVALS



PROJECT NAME: WARREN, VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942
 THIS DRAWING: TOWN OF WARREN TRAFFIC CALMING PLAN
 PROJECT NUMBER: LD SAFETY MARKING
 DESIGNED BY: ALC
 DRAWN BY: ALC
 CHECKED BY: MWR
 PLOT DATE: 03/20/24
 SCALE: 1" = 16'





PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942
 FILE NAME: Town of Warren Traffic Calming.dwg
 PROJECT LEADER: LAD SAFETY MARKETING
 DESIGNED BY: AJP
 DRAWN BY: WEA
 CHECKED BY: WEA
 PLOT DATE: 6/27/2022
 SHEET 13 OF 14



Striping Concepts from L & D Safety Markings

- These are from L & D driving the roads with fitted with GIS providing accurate detail to engineering crews to accurately do what is agreed for the
- These are their suggestions based off of visual concepts

D1

WATERBOURNE PAINT

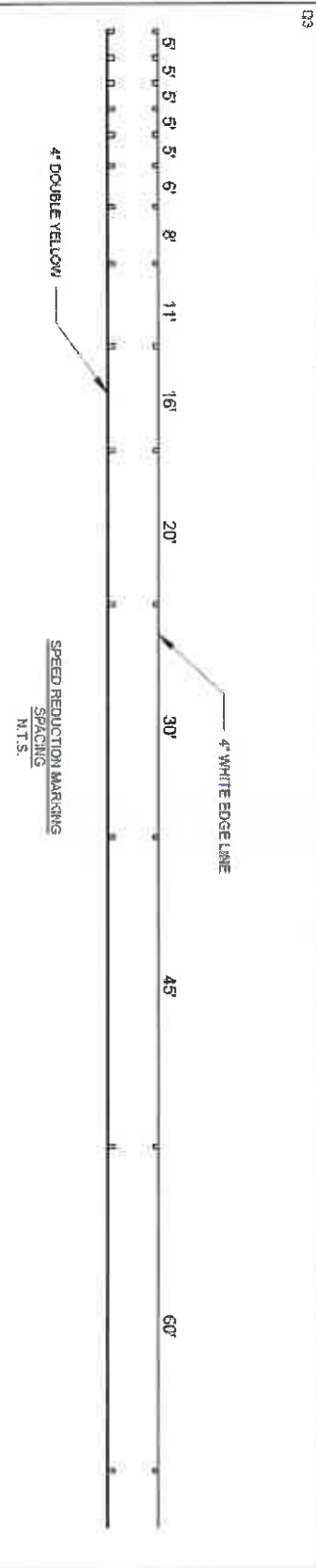
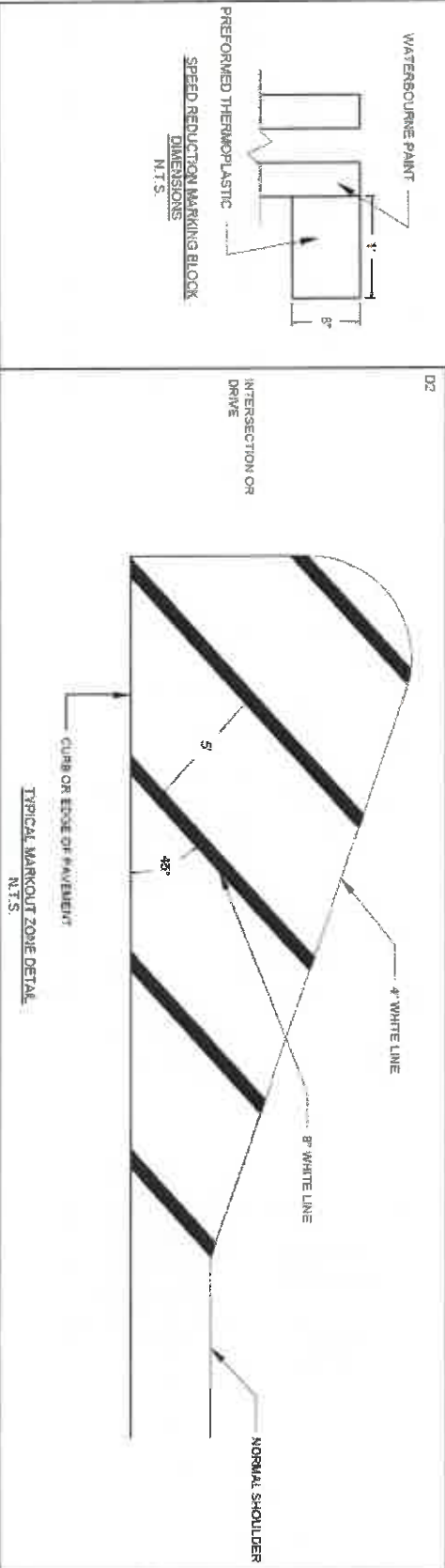
PERFORMED THERMOPLASTIC SPEED REDUCTION MARKING BLOCK DIMENSIONS N.T.S.

D2

INTERSECTION OR DRIVE

NOTES:

- ALL LINES BORDERING BIKEPAVED LANES ARE TO BE INSTALLED AS 8 IN WHITE
- ALL OTHER WHITE ARE TO BE INSTALLED AS 4 IN UNLESS OTHERWISE NOTED
- ALL YELLOW LINES ARE TO BE INSTALLED AS 4 IN DOUBLE YELLOW
- LANE WIDTH ON BROOK RD. 10 FT
- LANE WIDTH ON FLAT IRON RD. 10 FT
- BIKE LANES SHOULD BE A MINIMUM OF 3' BIKEPAVED SHOULD TO BE INSTALLED AFTER EACH ROAD BREAK AND IN 250' INTERVALS

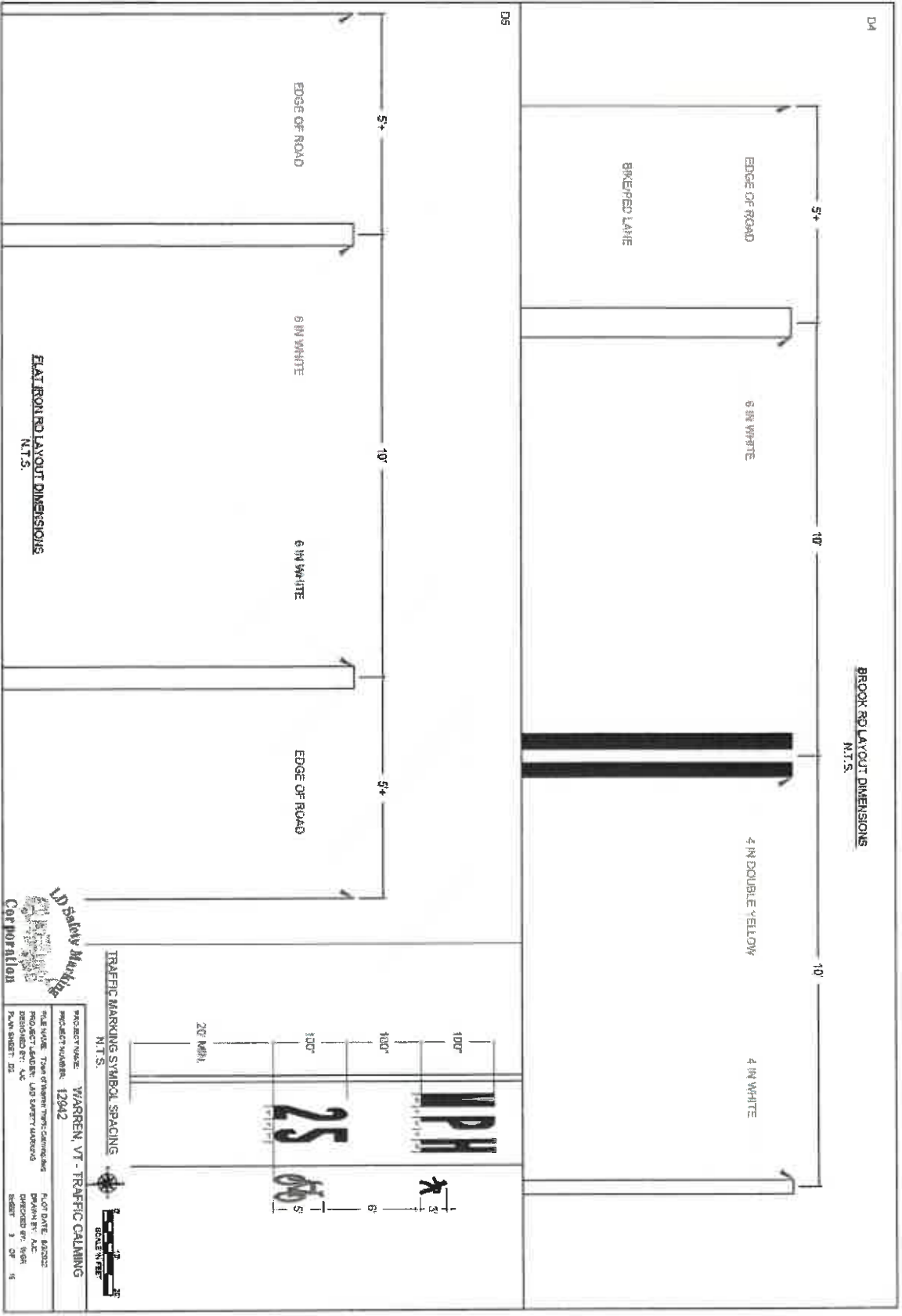


LD Safety Marking CORPORATION

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12042

TITLE NAME: TOWN OF WARREN TRAFFIC CALMING
 PROJECT LEADER: LEO SAFETY MARKING
 DESIGNED BY: AJC
 PLAN SHEET: D1

PLANT DATE: 8/22/2022
 DRAWN BY: AJC
 CHECKED BY: WJR
 SHEET: 2 OF 3



LD Savoy Marking Corporation

PROJECT NUMBER: WARREN, VT - TRAFFIC CALMING
12942

FILE NAME: Town of Warren Traffic Calming
PROJECT LEADER: JAS SHERIDAN
DESIGNED BY: JAS SHERIDAN
DATE: 3/15/16

TRAFFIC MARKING SYMBOL SPACING
M.T.S.





LD Safety Marking

COP NOTATION

| | |
|---|--------------------|
| PROJECT NAME: WARREN VT - TRAFFIC CALMING | PLAT DATE: 03/2022 |
| PROJECT NUMBER: 12942 | DRAWN BY: ALC |
| FILE NAME: Town of Warren Traffic Calming.dwg | CHECKED BY: WSA |
| PROJECT LOCATION: LD SAFETY MARKING | SHEET: 5 OF 16 |
| DESIGNED BY: ALC | |
| PLAN SHEET: 01111111 | |





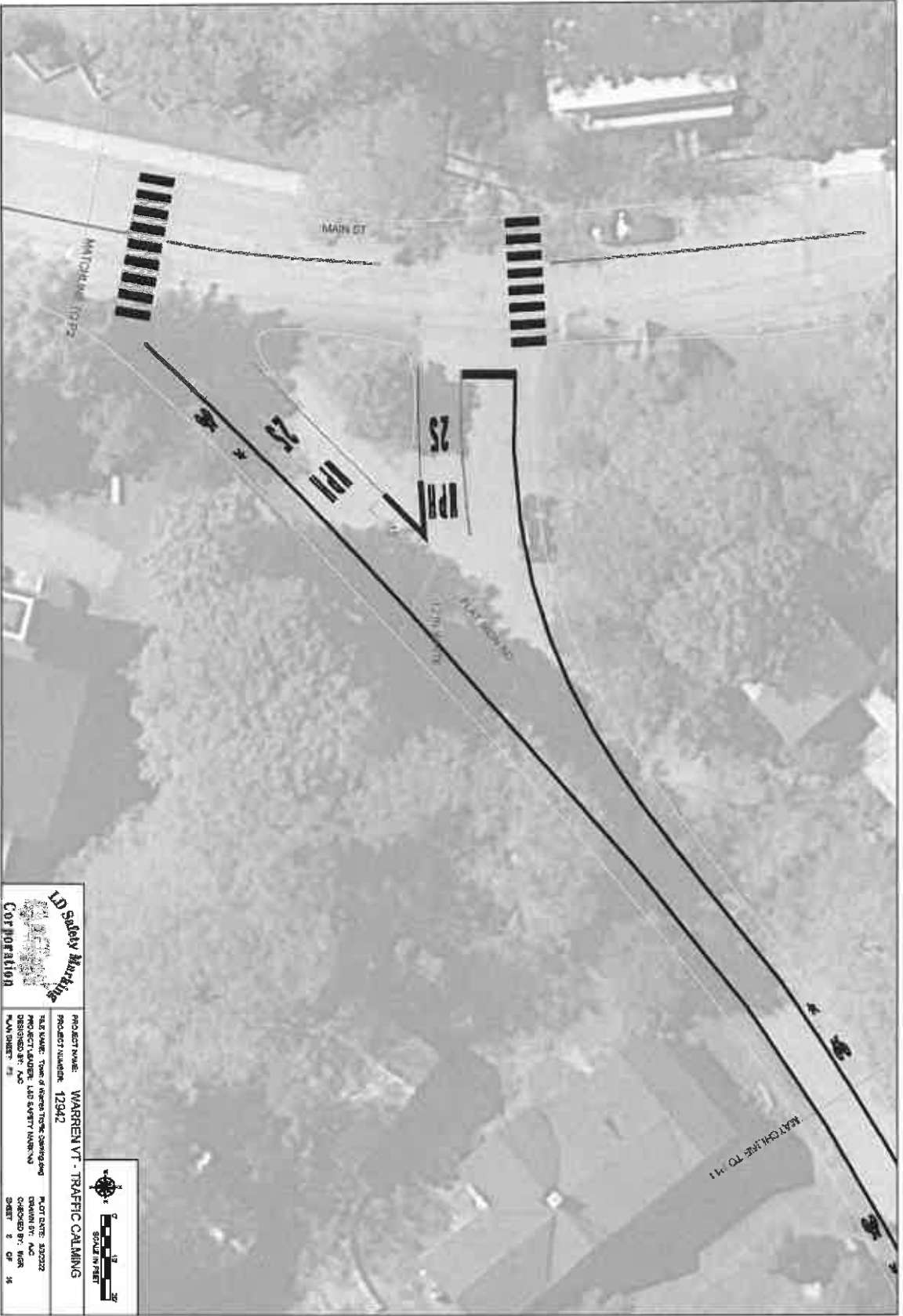
LD Safety Marking Corporation

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942

FILE NAME: Town of Warren Traffic Calming
 PROJECT LEADER: LD SAFETY MARKING
 DRAWN BY: AC
 CHECKED BY: SM
 DATE: 1/27/16

SCALE: 1" = 20'

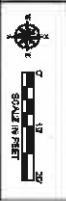




LD Safety Marketing
CONTOUR
 CORPORATION

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942
 FILE NAME: TOWN OF WARREN TRAFFIC CALMING
 PROJECT LEADER: LEO SWEETMAN
 DESIGNED BY: AJO
 PLAN SHEET: 2

DATE: 10/20/2022
 DRAWN BY: AJO
 CHECKED BY: WJR
 SHEET 2 OF 15





LD Safety Marketing Corporation

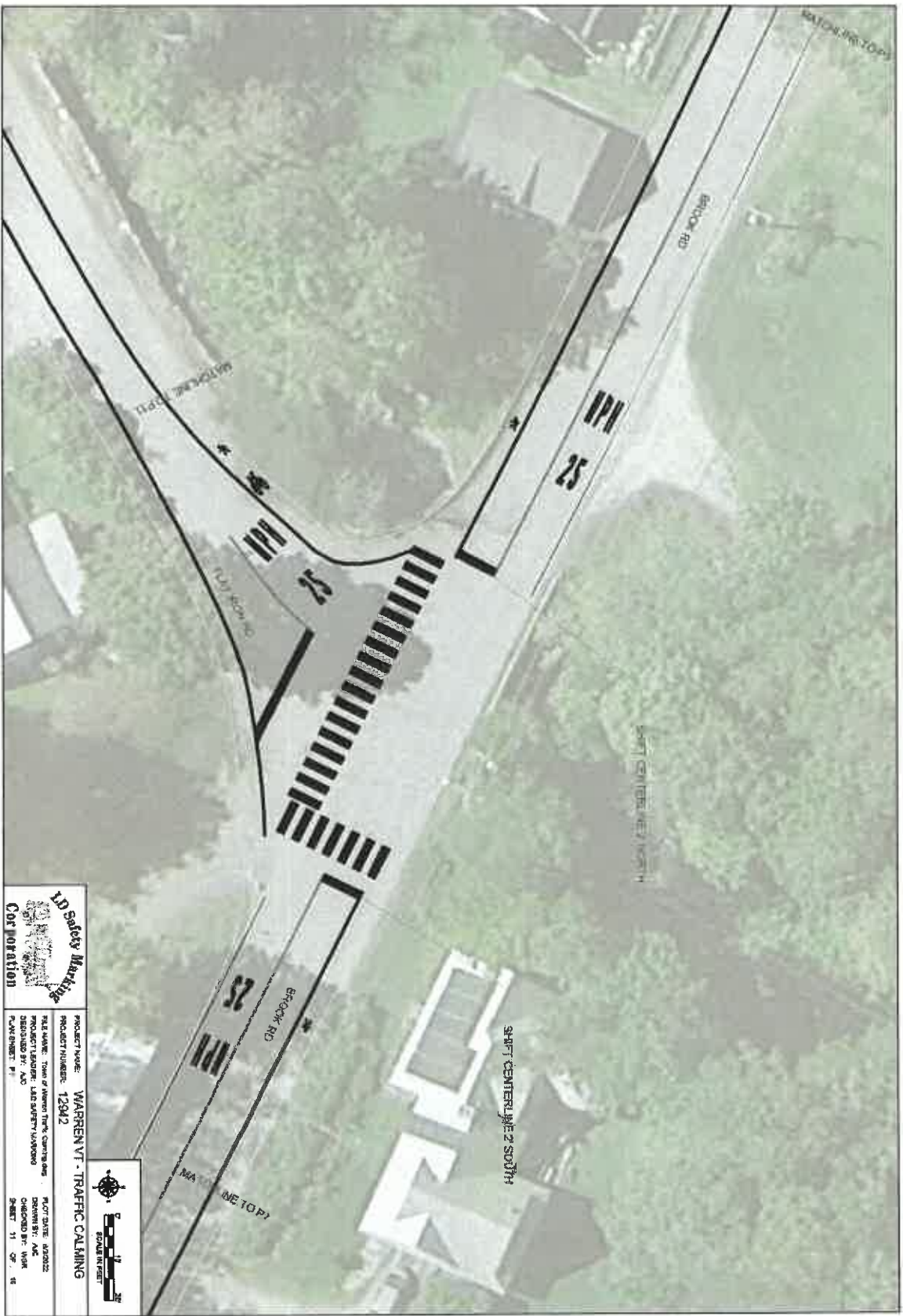
PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12842

FILE NAME: Town of Warren Traffic Calming and
 PROJECT LEADER: LAD SAFETY MARKING
 DESIGNED BY: AAD
 PLAN SHEET: 16

SCALE: 1" = 10'

DATE: 03/20/2022
 DRAWN BY: AAD
 CHECKED BY: WAR
 SHEET 9 OF 16





LD Safety Marking Corporation

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12042
 FILE NAME: Town of Warren Traffic Calming and
 PROJECT LOCATION: LD SAFETY MARKING
 DRAWN BY: LD
 DATE: 11/11/16
 SHEET: 11 OF 15

LD SAFETY MARKING CORPORATION

PROJECT DATE: 10/20/16
 DRAWN BY: LD
 DATE: 11/11/16
 SHEET: 11 OF 15





12 / 16

76.3%



LD Savery Mapping
 1000 Main Street
 Warren, VT 05671
 (802) 888-1111
 www.ldsavery.com

WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12042
 FILE NAME: Town of Warren Traffic Calming.dwg
 PROJECT LEADER: LEO SAVERY (WARREN)
 DESIGNED BY: ACD
 PLAN SHEET: 51

9/27 DATE: 8/2023
 DRAWN BY: ACD
 CHECKED BY: WGB
 SHEET: 2 OF 16

SCALE IN FEET
 0 10 20 30





LD Safety Markings Corporation

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942
 FILE NAME: Town of Warren Traffic Calming Plans
 PROJECT LEADER: LEO SWAFFER (WARREN)
 DESIGNED BY: LEO
 DRAWN BY: LEO
 CHECKED BY: MGR
 DATE: 07/15

SCALE IN FEET





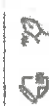
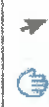
LD Safety Marking Corporation

PROJECT NAME: WARREN VT - TRAFFIC CALMING
 PROJECT NUMBER: 12942

FILE NAME: Town of Warren Traffic Calming.dwg
 PROJECT LEADER: LEO SHERY MARKING
 DESIGNED BY: ALC
 PLAN SHEET: P1

PLOT DATE: 8/30/22
 DRAWN BY: ALC
 CHECKED BY: WJS
 SHEET: 15 OF 16

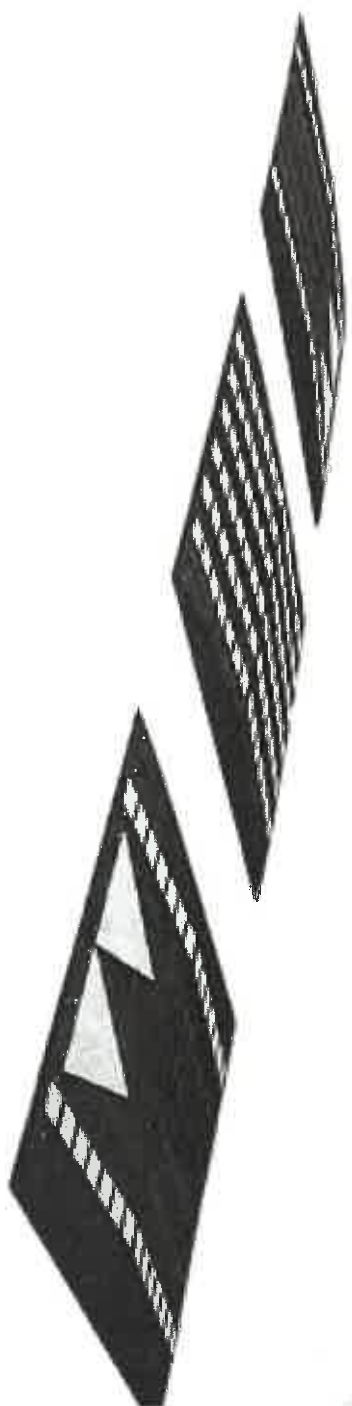




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 PROJECT NUMBER: 12942
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 PLOT DATE: 02/23/22
 DRAWN BY: AAO
 CHECKED BY: VAK
 SCALE: 1" = 50'
 SHEET: 11

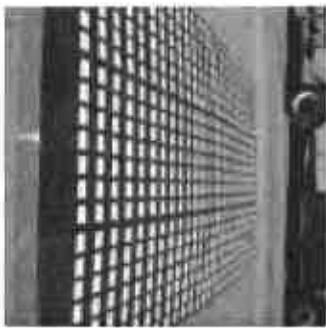
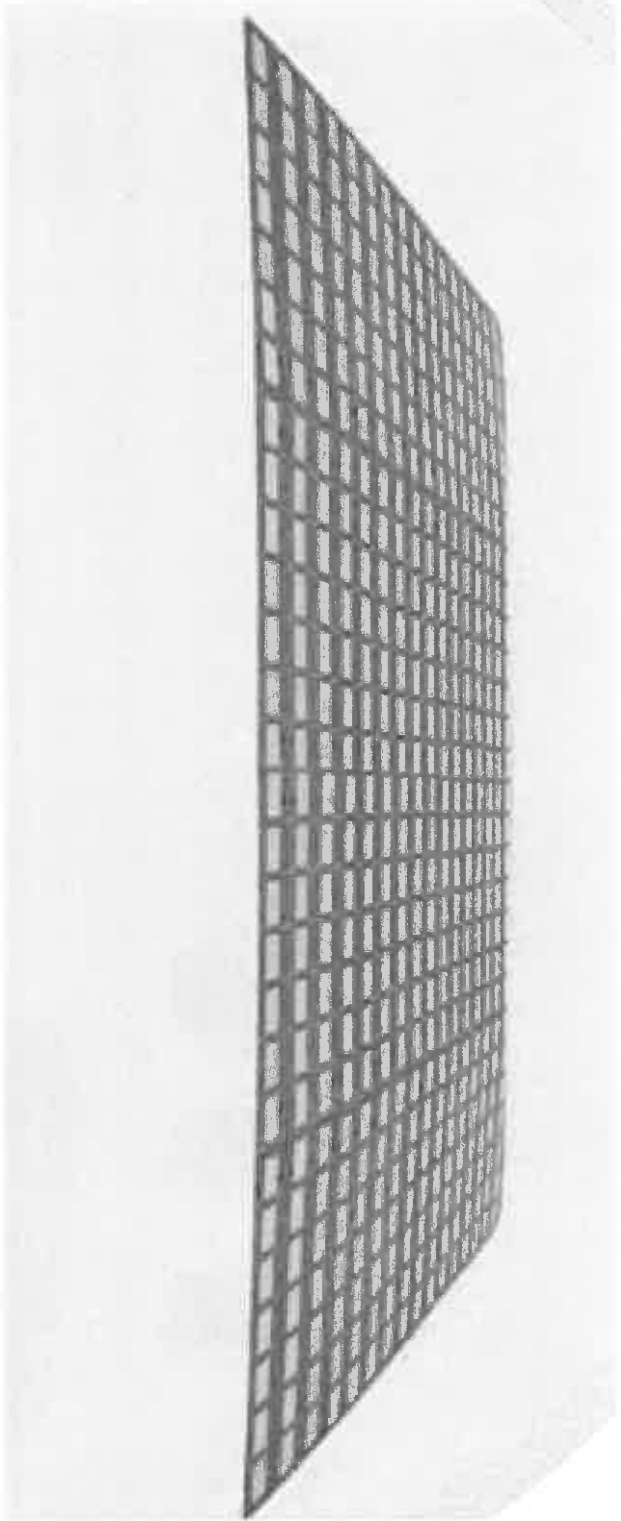


Other Tool Concepts



Unit Specifications





14 Foot Dimensions



21 Foot Dimensions



Speed Tracker Features:

- Inconspicuous Appearance
- Highly accurate traffic data
- Robust Traffic Analysis
- Statistics in Real Time
- Remote Data Access
- Autonomous Operation
- Optional Solar Power
- Long lasting design
- Amazing Portability
- \$1999 solar





Features:

- 1 Year cloud connectivity included
- Compact sign with smaller 12" digits
- Affordable pricing
- Static Your Speed message
- Lightweight, compact design
- Energy efficient power options
- Dual-color LED display
- 3 digit display
- Diamond-grade sheeting available
- Strobe activation/deactivation available

\$2,749 Solar



Cody Stopka, M.S
Project Development Geologist
cody.stopka@gsi.us | 307.461.1431

August 4, 2022

Ms. Cindi Jones
Town Administrator/Wastewater Coordinator
Town of Warren
P.O. Box 337
Warren, VT 05674
Email: cjones@warrenvt.org
518-746-2443

**Change Detection Analysis and Multi-Criteria Geohazard Assessment for West Hill Rd
Town of Warren, VT**

Dear Ms. Jones,

GeoStabilization International® (GSI) is pleased to offer this proposal to provide a Lidar-based Change Detection Analysis and Multi-Criteria Geohazard Assessment for the West Hill Road corridor. We thank you for the opportunity to propose on this work.

PROJECT BACKGROUND

GSI recently completed a geohazard change detection and monitoring study for a portion of the Sugarbush Access Road. Numerous active landslides, erosional features, and areas of road movement were identified during the study. Given the similar geology, availability of historical lidar data, previously documented landslide activity, and the success of the Sugarbush Access Road study, GSI's Geohazard Asset Management and Monitoring (GAMM) team has developed this proposal for West Hill Road. The GAMM team's proposal includes the same "Phase 1" approach that was taken for the Sugarbush Access Road study, as well as additional services to perform a "Phase 2" Multi-Criteria Geohazard Assessment in support of developing a comprehensive geohazard asset management approach for West Hill Road. The goals of such an approach are to:

1. Inventory – identify historic slope movements along the project corridor
2. Rate – rate slope movements in terms of severity and/or risk
3. Analyze – evaluate the need for slope stabilization and future monitoring measures, and develop budgetary pricing
4. Integrate – the cost of potential projects and future monitoring is integrated into Town budgeting
5. Optimize – update and refine the plan as new data is obtained to create a long-ranging strategy for geohazard mitigation
6. Execute – schedule mitigation projects that yield the highest benefit for the least cost

PROPOSED SERVICES

GSI proposes to use lidar data to produce a Change Detection Analysis (Phase 1) and perform a Multi-Criteria Geohazard Assessment (Phase 2) for a section of West Hill Road. Details of the proposed services are as follows:

Phase 1 – Lidar-Based Change Detection Analysis

Lidar technology will be used to create high-resolution digital elevation models (DEMs) for detecting slope movements within the Area of Interest (AOI) shown in Figure 1. The proposed AOI is 5,000 feet long and 600 feet wide. A 2013 lidar dataset that includes the AOI is publicly available.



Figure 1. West Hill Road Area of Interest (AOI) outlined in yellow.

New lidar data will be acquired within the AOI using a drone. GSI's proposal and pricing assumes that GSI will subcontract the lidar data collection to another qualified company to ensure that the best-possible price and data quality are achieved.

A three-dimensional (3D) point cloud and orthoimagery will be collected and used to measure movement roadway and surrounding slopes that has occurred since 2013. Depending on the results of the Change Detection Analysis, the GMM team's recommendations may include additional, periodic collection and analysis of lidar or other types of remote sensing data, the installation of inclinometers or other ground-based instruments, and/or the deployment of ground crews to investigate highly active slopes that may be threatening the road.

Phase 2 – Multi-Criteria Geohazard Assessment

Based on GSI's field observations in the AOI and the results of the recently completed Sugarbush Access Road change detection report, the GMM team proposes to perform a Multi-Criteria Geohazard Assessment for West Hill Road. The assessment will create a data-driven framework for prioritizing roadway repairs and/or slope instability mitigation activities. Objective criteria including but not limited to ground displacement, sight distance, surface water flow paths, mitigation alternatives costs, and other economic, environmental, and/or social factors can be incorporated into the assessment. The primary goal of the Multi-Criteria Geohazard Assessment is to create a practical tool that the Town of Warren can use to determine where and when resources should be allocated for stabilizing or protecting the road. The assessment is also intended to form the basis of an asset management approach that the Town of Warren can use to manage geohazards efficiently and proactively.

No additional data needs to be collected for the Multi-Criteria Geohazard Assessment, and, as additional data are collected during future monitoring activities, they can be incorporated into the Multi-Criteria Geohazard Assessment to help the Town of Warren efficiently manage slope hazards

along West Hill Road for years to come. The GAMM team will work closely with the Town of Warren to develop the input criteria for the Phase 2 geohazard assessment. The GAMM team expects the inputs to include:

- a. **Road displacement measurements and mapped landslide hazards** from the Phase 1 Change Detection Analysis.
- b. **Sight distance along the road** that will be computed from the lidar data collected during Phase 1.
- c. **Surface water flows** that will be modeled using the Phase 1 lidar data and existing stormwater infrastructure information. Surface water information clarify whether ground movements are exacerbated by concentrated runoff and if changing culvert and/or ditch characteristics (e.g., linings, sizes, locations, etc.) may be necessary.
- d. **Repair design alternative costs** will be estimated by GSI's engineering staff using the lidar data and their experience with other projects.
- e. **Environmental impacts** will be evaluated with the Town of Warren's input. Example impacts could include the amount of vegetation removal required, encroachment on animal nesting grounds, and others. To minimize the complexity of the assessment, this proposal was prepared under the assumption that a maximum of two (2) environmental factors would be included in the assessment.
- f. **Social impacts** will be evaluated with the Town of Warren's input. Example social impacts could include visual/aesthetic concerns, road closure times, and others. To minimize the complexity of the assessment, this proposal was prepared under the assumption that a maximum of two (2) environmental factors would be included in the assessment.

SCHEDULE AND DELIVERABLES

The Phase 1 lidar data collection will be scheduled for leaf-off conditions in the fall of 2022. A change detection results slideshow will be completed within sixty (60) days of the lidar data being collected and delivery to GSI by their subcontractor. The slideshow will be presented to the Town of Warren during a regularly scheduled Town Commission meeting and delivered in final form to the Town after questions raised during the meeting have been addressed, and no more than two (2) weeks after the meeting.

The Phase 2 Multi-Criteria Geohazard Assessment will begin immediately after delivery of the final change detection slideshow to the Town of Warren. Phase 2 will require ninety (90) days to be completed. The final deliverable for Phase 2 will be an updated slideshow with maps and figures that show the results of both Phase 1 and Phase 2. Recommendations for future monitoring activities and/or geohazards that may require immediate attention will be provided. The slideshow will be presented to the Town of Warren during a regularly scheduled Town Commission meeting and delivered in final form to the Town after questions raised during the meeting have been addressed, and no more than two (2) weeks after the meeting. Estimated project dates are shown in Table 1.

Table 1. Anticipated Project Schedule.

| Phase | Description | Est. Start Date | Est. End Date |
|---------|---------------------------------------|-----------------|---------------|
| Phase 1 | Lidar-Based Change Detection Analysis | 11/15/2022 | 01/16/2023 |
| Phase 2 | Multi-Criteria Geohazard Assessment | 01/16/2023 | 04/16/2023 |



PRICING

Pricing for the proposed services is shown in Table 2. These prices are based on current market rates and may need to be updated within 30 days of the Phase 1 data collection currently slated for mid-November 2022.

| Phase | Description | Price (USD) |
|---------------|---------------------------------------|------------------|
| Phase 1 | Lidar-Based Change Detection Analysis | \$ 21,000 |
| Phase 2 | Multi-Criteria Geohazard Assessment | \$ 21,600 |
| Total: | | \$ 42,600 |

CLOSING

Thank you again for the opportunity to propose on this work. Please contact me if you have any questions.

Sincerely,

GEOSTABILIZATION INTERNATIONAL

Cody Stopka, M.S.
cody.stopka@gsi.us | 307.461.1431

Accepted by:

_____ (Signature)

Accepted by:

_____ (Printed name/title)

Date:

TERMS AND CONDITIONS

GSI's opinions and statements regarding this Project shall remain confidential and shall not be shared with other parties without the express written consent of GSI. All concepts and procedures outlined in this Proposal shall be considered the intellectual property of GSI. Notwithstanding anything contained herein or in any document to the contrary the terms, conditions and exclusions of this Proposal shall apply, control, and govern. The Parties agree that GSI's Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern. The following terms and conditions shall apply, notwithstanding anything in any document to the contrary:

- a. Retainage, if any, is to be released to GSI within 30 days after the completion of GSI's work.
- b. GSI will employ open shop labor. If union labor must be used Owner shall pay for any additional cost differential.
- c. Owner agrees that GSI shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GSI's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the Project is delayed, disrupted, terminated and/or the Project schedule is extended for any reason not caused by the acts or omissions of GSI (or as the proper designation may be for GSI), GSI subcontractor(s), or those for whom GSI, etc. is legally liable, GSI reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. Standby time of up to \$100 USD per hour will be charged for field-work delays beyond GSI's control that occur after initial mobilization. This includes delays, interruptions, interference, and/or disruptions to GSI's operation due to weather, safety, access, and any other limitation that prevents GSI from safely and effectively performing the field work required to meet the Scope of Services described in this Proposal.
- f. All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Should GSI engage an attorney to enforce any of GSI's rights, Owner shall be liable to GSI and pay over to GSI upon demand all costs, attorney fees, and expert witness fees related to enforcing GSI's rights including, but not limited to, enforcing GSI's rights to payment.
- g. This agreement/Proposal is subject to and governed by Colorado law under all circumstances and venue for any dispute shall be Mesa County, Colorado notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary. Owner further voluntarily agrees to this choice of venue and choice of law provision and will under no circumstances challenge the enforcement of this choice of venue and choice of law provision notwithstanding any law or document to the contrary.
- h. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- i. Each party has had the opportunity to review and negotiate this Proposal and no party shall

- be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- j. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
 - k. The Proposal pricing and scope is offered pursuant to the full and unmodified terms of this Proposal. Should the Owner not fully accept or modify this Proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
 - l. Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
 - m. GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible. Owner agrees to defend and indemnify GSI for claims or damages alleged to have been caused by Owner's acts or omissions.
 - n. GSI retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
 - o. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GSI of providing the materials, goods and/or services under this Agreement, then Owner shall from time to time, upon demand by GSI, immediately pay to GSI additional amounts sufficient to compensate GSI for such increased cost. GSI shall submit to Owner a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
 - p. This offer expires **90 days from the date transmitted**.

EXCLUSIONS

The following exclusions shall apply and are specifically excluded from GSI's scope of work and shall be provided to GSI at no cost to GSI, notwithstanding anything in any document to the contrary:

- a. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements
- b. Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances, as needed.
- c. Traffic Control – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's work.
- d. Sanitary Facilities – On-site facilities within reasonable proximity for the use of GSI employees.
- e. Site Security – Site security during nights, weekends, and holiday.
- f. The cost of a bond premium is not included in the GSI's price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- g. Prevailing wages are not included in GSI's price.
- h. Buy American/American Material Requirements are not included in GSI's price.



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- i. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- j. Access –Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.
- k. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY
BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)

Criteria Geohazard Assessment will be included in a slideshow and presented to the Town of Warren during a regularly scheduled town meeting. The slideshow will be delivered to the Town after any questions raised during the presentations have been resolved. The assessment is expected to be completed within ninety (90) days of receiving an executed contract or purchase order from the Town of Warren.

Table 1. Anticipated Project Schedule for Activities Beginning in 2022.

| Item | Description | Est. Start Date | Est. End Date |
|------|--|-----------------|---------------|
| 1.0 | Baseline Drone Flight for Repaved Road (no change detection) | 09/05/2022 | 09/08/2022 |
| 2.0 | Drone Photogrammetry Change Detection Analysis | 11/15/2022 | 01/14/2023 |
| 3.0 | Multi-Criteria Geohazard Assessment | 08/15/2022 | 10/13/2022 |

PRICING

Pricing for the periodic drone photogrammetry change detection analyses, lidar change detection analyses, and Multi-Criteria Assessment are shown in Table 2. The pricing in Table 2 is structured with line-items to accommodate ad-hoc data collections and analyses before and/or after repaving events or after other events that may necessitate a collection (e.g., landslide movement). Assuming that one (1) drone photogrammetry data collection for the post-paving baseline, one (1) drone photogrammetry change detection analysis, and the Multi-Criteria Assessment are performed in 2022, and as shown in Table 3, the price for the services beginning in 2022 is \$40,940.

Beginning in 2023, the estimated annual price of continued monitoring will vary between \$13,270 and \$34,270, depending on whether it is a year in which a lidar-based change detection analysis is scheduled. Although it is not necessary to perform both a drone photogrammetry and lidar-based change detection analyses in the same year, it was assumed that at least one ad-hoc drone photogrammetry change detection analysis will be needed each year because of paving, weather, slope movement, or other events. A summary of estimated annual pricing through 2025 is shown in Table 4. Please note that market pricing may change for these services and final prices will be provided 30 days prior to beginning work in 2023.

Table 2. Unit-Price Summary for the Proposed Services.

| Item | Description | Unit Price (USD) |
|------|---|------------------|
| 1.0 | Baseline Drone Flight for Repaved Road (no change detection analysis) | \$ 6,070 |
| 2.0 | Annual Drone Photogrammetry Change Detection Analysis (per event) | \$ 13,270 |
| 3.0 | Biannual Lidar-Based Change Detection (per event; 2023, 2025, 2027, etc.) | \$ 21,000 |
| 4.0 | Multi-Criteria Geohazard Assessment | \$ 21,600 |

Table 3. Price Summary for 2022 Services.

| Item | Description | Price (USD) |
|--------------------------|---|------------------|
| 1.0 | Baseline Drone Flight for Repaved Road (no change detection analysis) | \$ 6,070 |
| 2.0 | Drone Photogrammetry Change Detection Analysis | \$ 13,270 |
| 3.0 | Multi-Criteria Geohazard Assessment | \$ 21,600 |
| 2022 Total Price: | | \$ 40,940 |

- a. **Road displacement measurements and mapped landslide hazards** from the Phase 1 Change Detection Analysis.
- b. **Sight distance along the road** that will be computed from the lidar data collected during Phase 1.
- c. **Surface water flows** that will be modeled using the Phase 1 lidar data and existing stormwater infrastructure information. Surface water information clarify whether ground movements are exacerbated by concentrated runoff and if changing culvert and/or ditch characteristics (e.g., linings, sizes, locations, etc.) may be necessary.
- d. **Repair design alternative costs** will be estimated by GSI's engineering staff using the lidar data and their experience with other projects.
- e. **Environmental impacts** will be evaluated with the Town of Warren's input. Example impacts could include the amount of vegetation removal required, encroachment on animal nesting grounds, and others. To minimize the complexity of the assessment, this proposal was prepared under the assumption that a maximum of two (2) environmental factors would be included in the assessment.
- f. **Social impacts** will be evaluated with the Town of Warren's input. Example social impacts could include visual/aesthetic concerns, road closure times, and others. To minimize the complexity of the assessment, this proposal was prepared under the assumption that a maximum of two (2) environmental factors would be included in the assessment.

SCHEDULE AND DELIVERABLES

Estimated project dates for work beginning in 2022 are shown in Table 1. Details of the schedule and deliverables for the proposed services are as follows:

- (1) **Periodic drone photogrammetry and change detection analyses:** At a minimum, one (1) drone photogrammetry data collection will be performed during leaf-off conditions in the fall of each year. This annual flight will be augmented with ad-hoc data collections and analyses in accordance with the Town of Warren's maintenance activities. The schedule for the ad-hoc events will be developed in close coordination with the Town. Change detection results will be included in a slideshow and presented to the Town of Warren during regularly scheduled town meetings within thirty (30) days of completion of the data collection. The slideshow will be delivered to the Town after any questions raised during the presentations have been resolved. The first periodic drone photogrammetry data collection is expected to occur in August or September of 2022 and will not include a Change Detection Analysis because is intended to establish a baseline dataset following recent road paving. The second data collection is expected to take place in the fall of 2022 during leaf-off conditions.
- (2) **Additional lidar change detection analyses:** The next lidar-based analysis is expected to take place in the fall of 2023 during leaf-off conditions. Change detection results will be included in a slideshow and presented to the Town of Warren during a regularly scheduled town meeting and within sixty (60) days of completion of the data collection. The slideshow will be delivered to the Town after any questions raised during the presentation have been resolved.
- (3) **Multi-Criteria Geohazard Assessment:** Work on the multi-criteria assessment can begin immediately. A slideshow that includes a prioritized list of known slope hazards that are directly impacting the Sugarbush Access Road will be developed. The results of the Multi-

The Phase 1 results showed considerable movement of the road surface that the GAMM team suspects is related to surface water flow and stormwater infrastructure destabilizing landslide complexes on which the road is constructed. Although most of the landslide activity between 2013 and 2021 occurred on slopes south of Clay Brook, there is a risk that accumulation of materials from slides on the south bank could shift the brook north, undercutting of the north bank of Clay Brook and further destabilize the slopes on which the Sugarbush Access Road is built.

Additional details regarding the scope and price of Phase 2 are included below. Pricing has been structured in a way that allows the Town of Warren to pick the frequency and type of data collections and monitoring analyses they would like GSI to perform.

PROPOSED SERVICES

Because of the risk factors for continued landslide-related road movement, the GAMM team recommends the following actions for Phase 2 of the project:

- (1) **Periodic drone photogrammetry change detection analyses** of the road corridor to measure displacement of the road surface. The recommended frequency of this activity is one (1) time per year. GSI also recommends that if road paving or other changes that could affect the elevation of the road surface are performed, data is collected before and after each event to account for man-made changes. Because of recent repaving activity along the Sugarbush Access Road, the Town of Warren has requested that GSI collect road-only drone photogrammetry data as soon as possible. This data would serve as the baseline for future road-only monitoring activities.
- (2) **Additional lidar change detection analyses** every two (2) years to monitor the highly vegetated slopes adjacent to the road. The lidar-based analyses are critical in measuring larger-scale movements that may be affecting the road and for evaluating the success of any other slope stabilization activities that may be performed (e.g., moving culverts, constructing soil nail walls, etc.). Lidar-base monitoring is necessary because drone photogrammetry does not provide accurate data in heavily vegetated areas.
- (3) **A Multi-Criteria Geohazard Assessment** that will create a data-driven framework for prioritizing roadway repairs and/or slope instability mitigation activities. Objective criteria including but not limited to ground displacement, sight distance, surface water flow paths, mitigation alternatives costs, and other economic, environmental, and/or social factors can be incorporated into the assessment. The primary goal of the multi-criteria geohazard assessment is to create a practical tool that the Town of Warren can use to determine where and when resources should be allocated for stabilizing or protecting the road. The assessment is also intended to form the basis of an asset management approach that the Town of Warren can use to manage geohazards efficiently and proactively.

No additional data needs to be collected for the Multi-Criteria Geohazard Assessment, and, as additional data are collected during future monitoring activities, they can be incorporated into the Multi-Criteria Geohazard Assessment to help the Town of Warren efficiently manage slope hazards along West Hill Road for years to come.

The GAMM team will work closely with the Town of Warren to develop the input criteria for the Phase 2 geohazard assessment. The GAMM team expects the inputs to include:

August 4, 2022

Ms. Cindi Jones
Town Administrator/Wastewater Coordinator
Town of Warren
P.O. Box 337
Warren, VT 05674
Email: cjones@warrenvt.org
518-746-2443

Continued Geohazard Monitoring and Multi-Criteria Assessment for Sugarbush Access Rd Town of Warren, VT

Dear Ms. Jones,

GeoStabilization International® (GSI) is pleased to offer this proposal to provide continued geohazard monitoring and completion of a Multi-Criteria Geohazard Assessment for the Sugarbush Access Road corridor. We thank you for the opportunity.

PROJECT BACKGROUND

The Sugarbush Access Road corridor is prone to slope instability. Between 2013 and 2016, GSI stabilized five sections of the Sugarbush Access Road. More recently, GSI completed a warranty repair along a portion of the road where a large landslide threatens the integrity of one of GSI's stabilization systems. GSI's Geohazard Asset Management and Monitoring (GAMM) group recently completed a lidar-based Change Detection Analysis to better understand where and how much the road and the slopes surrounding it are moving (referred to here as "Phase 1"). The GAMM team was able to identify many landslides and, based on the results shown in Figure 1, recommends that the Town of Warren move forward with a "Phase 2" hazard assessment and continue to monitor the Sugarbush Access Road using lidar and drone photogrammetry change detection analyses.

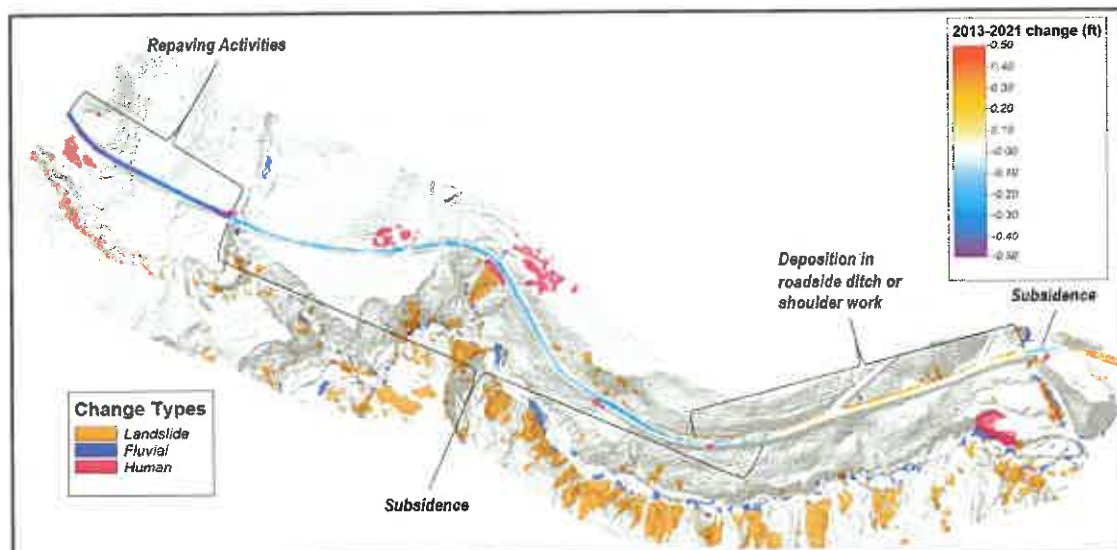


Figure 1. Summary of the "Phase 1" Sugarbush Access Road change detection results showing road movements between 2013 and 2021 alongside the types and/or causes of mass movements in the corridor.



Table 4. Estimated Price Summary for Upcoming Years.

| Item | Description | Est. Annual Price (USD) |
|------|--|-------------------------|
| 1.0 | Estimated Price for 2023 (one lidar and one photogrammetry analysis) | \$ 34,270 |
| 2.0 | Estimated Price for 2024 (one photogrammetry analysis) | \$ 13,270 |
| 3.0 | Estimated Price for 2025 (one lidar and one photogrammetry analysis) | \$ 34,270 |

CLOSING

Thank you again for the opportunity to propose on this work. Please contact me if you have any questions.

Sincerely,

GEOSTABILIZATION INTERNATIONAL

Cody Stopka, M.S.
cody.stopka@gsi.us | 307.461.1431

Accepted by:

(Signature)

Accepted by:

(Printed name/title)

Date:

TERMS AND CONDITIONS

GSI's opinions and statements regarding this Project shall remain confidential and shall not be shared with other parties without the express written consent of GSI. All concepts and procedures outlined in this Proposal shall be considered the intellectual property of GSI. Notwithstanding anything contained herein or in any document to the contrary the terms, conditions and exclusions of this Proposal shall apply, control, and govern. The Parties agree that GSI's Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern. The following terms and conditions shall apply, notwithstanding anything in any document to the contrary:

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- b. GSI will employ open shop labor. If union labor must be used Owner shall pay for any additional cost differential.
- c. Owner agrees that GSI shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GSI's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the Project is delayed, disrupted, terminated and/or the Project schedule is extended for any reason not caused by the acts or omissions of GSI (or as the proper designation may be for GSI), GSI subcontractor(s), or those for whom GSI, etc. is legally liable, GSI reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. Standby time of up to \$100 USD per hour will be charged for field-work delays beyond GSI's control that occur after initial mobilization. This includes delays, interruptions, interference, and/or disruptions to GSI's operation due to weather, safety, access, and any other limitation that prevents GSI from safely and effectively performing the field work required to meet the Scope of Services described in this Proposal.
- f. All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Should GSI engage an attorney to enforce any of GSI's rights, Owner shall be liable to GSI and pay over to GSI upon demand all costs, attorney fees, and expert witness fees related to enforcing GSI's rights including, but not limited to, enforcing GSI's rights to payment.
- g. This agreement/Proposal is subject to and governed by Colorado law under all circumstances and venue for any dispute shall be Mesa County, Colorado notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary. Owner further voluntarily agrees to this choice of venue and choice of law provision and will under no circumstances challenge the enforcement of this choice of venue and choice of law provision notwithstanding any law or document to the contrary.
- h. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- i. Each party has had the opportunity to review and negotiate this Proposal and no party shall

- be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- j. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
 - k. The Proposal pricing and scope is offered pursuant to the full and unmodified terms of this Proposal. Should the Owner not fully accept or modify this Proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
 - l. Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
 - m. GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible. Owner agrees to defend and indemnify GSI for claims or damages alleged to have been caused by Owner's acts or omissions.
 - n. GSI retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
 - o. **Increased Costs.** If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GSI of providing the materials, goods and/or services under this Agreement, then Owner shall from time to time, upon demand by GSI, immediately pay to GSI additional amounts sufficient to compensate GSI for such increased cost. GSI shall submit to Owner a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
 - p. This offer expires **30 days from the date transmitted.**

EXCLUSIONS

The following exclusions shall apply and are specifically excluded from GSI's scope of work and shall be provided to GSI at no cost to GSI, notwithstanding anything in any document to the contrary:

- a. **Permits** – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements
- b. **Surveying** – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances, as needed.
- c. **Traffic Control** – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's work.
- d. **Sanitary Facilities** – On-site facilities within reasonable proximity for the use of GSI employees.
- e. **Site Security** – Site security during nights, weekends, and holiday.
- f. The cost of a bond premium is not included in the GSI's price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- g. Prevailing wages are not included in GSI's price.
- h. Buy American/American Material Requirements are not included in GSI's price.



- i. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- j. Access –Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.
- k. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)