

# **REQUEST FOR PROPOSAL**

**Town of Woodbury, Vermont**

***Town Clerk's Office: Window Replacement***

**Date: September 23, 2025**

**Bids Due: November 6, 2025**

**Contact: Robin Durkee--Town Clerk  
1672 Vermont Route 14, PO Box 10, Woodbury,  
Vermont 05681**

**Mandatory**

**Site Inspection and Walkthrough:**

**10:00 AM on October 17, 2025**

**Town Clerk's Office: 1672 Vermont Route 14, Woodbury, Vermont**

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**Request for Proposal (RFP):**

Window Replacement: The Town of Woodbury, Vermont, is seeking single-bid contractor proposals to provide professional design and construction services for the replacement of windows at the Woodbury Town Clerk's Office.

Potential bidders are welcome to participate in a mandatory site visit scheduled for Friday, October 17, 2025, to view the project site, the site conditions, and to take measurements for this project. Respondents must clearly identify in the RFP response a detailed description of the problem(s) and plan(s), including unit prices and timelines for completion, for each proposed activity.

The Town of Woodbury reserves the right to reject any or all bids.

**Project Owner:**

Town of Woodbury  
1672 Vermont Route 14,  
PO Box 10,  
Woodbury, Vermont 05681  
Contact: Robin Durkee  
Town Clerk: 802.456.7051

**Project Consultant:**

Chris Casey-Primary  
[caseybuild@gmail.com](mailto:caseybuild@gmail.com)  
  
Elizabeth Higgins-Alternate  
[higginsdpg@gmail.com](mailto:higginsdpg@gmail.com)

**General Description of Work:**

The work involves the removal and replacement of the existing windows installed on the Woodbury Town Offices located at 1672 Vermont Route 14, Woodbury, Vermont. Please see the detailed Scope of Work in Attachment B of this document.

**Submission requirements:**

**Bids must be submitted no later than Thursday, November 6, 2025,  
to: Robin Durkee, Town Clerk, Town of Woodbury  
1672 Vermont Route 14, PO Box 10, Woodbury, Vermont, 05681**

Bidders shall submit their original bid, along with two copies, in a sealed envelope labeled **"Woodbury, Vermont Town Clerk's Office Window Replacement"**. Bids received after the bid close date described above may be rejected at the Owner's discretion.

**Electronic submissions will not be accepted.**

Bid Form:

Bidders are required to complete the attached Bid Form per the provided instructions. Supporting documentation, including technical and performance data, product literature, and other relevant materials, shall be attached to the completed Bid Form.

Bids should be in ink or typewritten with no erasures and complete. Illegible and incomplete Bids may be rejected at the Owner's discretion.

Type of Bid:

The type of bid requested is as follows:

**Lump Sum.** Refer to the Bid Form for the specific requirements of all bids.

Inquiries:

Technical questions concerning the RFP may be directed to the Project Coordinator: Thomas (Skip) Lindsay;  
Email: catamount.vt@comcast.net

The Town of Woodbury reserves the right to reject any or all Bids, to reconcile differences within Bids as necessary, and to waive formalities, informalities, and minor deviations among Bids.

**5. Project Timeline**

The winning bidder should be prepared to complete the project by March 27, 2026.  
Weekend work will be allowed.

TASK	START	FINISH	RESOURCE
Select Board Approves RFP	September 22, 2025	September 22, 2025	Select Board
Bid Advertised	September 23, 2025	October 11, 2025	Town Clerk
Contractor Site Visit	October 17, 2025	October 17, 2025	Contractor & Town of Woodbury
Contractor Questions Due	October 23, 2025	October 23, 2025	Contractor
Bids Due to Town Clerk	November 6, 2025	November 6, 2025	Contractor
Bid Opening	November 10, 2025	November 10, 2025	Select Board
Contractor Selected	November 10, 2025	November 10, 2025	Select Board
Contract Signed	November 21, 2025	November 21, 2025	Select Board & Contractor
Work Start & Complete	December 1, 2025	March 27, 2026	Contractor

## GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS, NON-COLLUSION STATEMENT, SPECIFICATIONS, AND THE BID FORM, including all revisions hereto.
- B. The Owner, the Contractor, and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor, as used herein, shall designate the successful bidder to whom the contract is awarded.
- C. The term Owner shall be understood to be the Town of Woodbury.

#### 1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters related to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have the authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

#### 1.3 CONDITION OF SITE.

- A. The bidders shall visit the site before submitting their bids and understand the conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items pertinent to their work and have made allowances for these in their bids.

#### 1.4 VERIFICATION OF DIMENSIONS

- A. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors before adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations shall be assumed by the Contractor without reimbursement or compensation by the Owner.

#### 1.5 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall always keep the premises free from rubbish and shall arrange his/her material storage so as not to interfere with the Owner's and neighbors' operations. Upon completion of the job, all unused materials and rubbish shall be removed from the site. The ground shall be raked clean, and the building shall be broom-cleaned. If the Contractor refuses at any time to remove their debris from the premises or to maintain a clean working area, the Owner will complete the necessary cleaning, and all reasonable costs associated with this cleaning will be deducted from the balance due to the Contractor.

## Attachment A

### 1.6 INSPECTION OF WORK

- A. Where the specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall contact the project consultant to schedule the inspection, which shall be made promptly to avoid delay of work.

### 1.7 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- B. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather-tight manner will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- C. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and the published instructions of the Manufacturer.
- D. The authorized Owner's Representative shall be responsible for:
  - 1. Keeping the Owner informed periodically as to the progress and quality of the work.
  - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
  - 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices.
  - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
  - 5. Rendering any other inspection services which the Owner may designate; and
  - 6. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- E. The presence and activities of the project consultant shall in no way relieve the Contractor of his/her contractual responsibilities.

### 1.8 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only.
- B. The Owner will furnish water for washing and drinking purposes.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as before the commencement of his/her work.

### 1.9 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or

## Attachment A

additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined by:

1. By cost plus overhead and project markup percentage per bid

### 1.10 CORRECTION OF WORK BEFORE FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

### 1.11

- A. The Contractor shall guarantee all materials and workmanship for one (1) year from the date of final payment of the contract by the Owner. The Contractor shall promptly repair any defects that may arise during this period, including any damage done to the Owner's property due to such defects. The warranty period is outlined in Article 2.9 A.

### 1.12 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur, nor his/her ability to correct them, and damage caused by them.

### 1.13 JOB CONDITIONS

- A. The Contractor shall be responsible for guarding against fires and shall provide suitable fire extinguishers conveniently located at the site. Competent operators must be present at all times when equipment is in use. Materials shall be stored neatly in areas designated by the Owner and arranged to minimize fire hazards.
- B. Ladders: Any ladders used on this project must be in good condition. All ladders must be OSHA-approved.
- C. No drugs or alcoholic beverages are permitted on the grounds.
- D. The Contractor shall place necessary barriers and protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- E. The Contractor will also protect the building structure from damage during the progress of the job. If damage occurs to any property, equipment, or the Owner's work-in-process, notification must be made within two (2) working days of the incident to the Owner and the Owner's Representative.
- F. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correcting the damage, it shall be the Owner's prerogative to hire personnel to do so. The cost of this work will be deducted from the balance due to the Contractor.
- G. The Contractor is responsible for protecting all materials from the elements. If any material,

## Attachment A

such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense.

### 1.14 WORKMANSHIP

- A. All materials will be securely stored and placed in a watertight, neat, and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed.

### 1.15 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook.
- B. Contractors hereby acknowledge that they and their workers have undergone Safety Training and shall always act in compliance with all NRCA-recommended safety compliance rules and regulations.

### 1.16 INSURANCE

Before commencing work on this project, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. The Contractor agrees to provide and maintain, throughout the entire term of this project, the following insurance policies with coverage amounts of at least the indicated amounts. The Contractor shall also provide the Town of Woodbury with a certificate of insurance showing such coverages before commencing any services.

#### A. Coverages

1. Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.
2. Commercial General Liability Insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.
3. Business Automobile Liability Insurance coverage with liability limits of at least \$1,000,000.

### 1.17 WORK HOURS AND DAYS

- A. When the bid is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be in the building. The job is to be bid under the assumption that all work will be performed on a straight-time basis. The tentative schedule for this project is:

**Start Date: On or about December 1, 2025**

**Completion Date: March 27, 2026**

### 1.18 COMPLIANCE WITH LAWS

- A. The Contractor shall give notice, pay all fees, permits, and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work.

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### 1.19 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Government (e.g., O.S.H.A.).

### 1.20 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicants for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

## PART 2 - INSTRUCTIONS TO BIDDERS

### 2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid.

### 2.2 BID OPENINGS

- A. Bids will be opened during the Woodbury Select Board meeting, Monday, November 10, 2025, at 6:30 PM. Notice of award will be made via a phone call.

### 2.3 QUESTIONS

- 2.3.1 Technical questions regarding this bid can be directed to **Chris Casey. Email [caseybuild@gmail.com](mailto:caseybuild@gmail.com)**. All questions will be answered, and both questions and answers will be distributed to all known interested bidders in the form of an addendum.

**The deadline for questions is October 23, 2025**

### 2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- 2.4.1 The Bidding Contractors shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

### 2.5 DISCREPANCIES AND ADDENDA

- 2.5.1 Should a Bidder find any discrepancies in the window specifications, or should he or she be in doubt as to their meaning, he/she shall notify the Owner's Representative at once.
- 2.5.2 No extras will be authorized because the contractor failed to include work called for in the Addenda in his/her bid.
- 2.5.3 An addendum will follow modifications to the specifications (if necessary); no verbal discussions or agreements shall be recognized.

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### 2.6 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered enough for the disqualification of a Bidder and the rejection of his/her bid(s):
  - 1. Evidence of collusion among Bidders.
  - 2. Lack of responsibility as revealed by either financial, experience, or equipment statements, as submitted.
  - 3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
  - 4. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

### 2.7 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for sixty (60) days following the date the bids are due. The bid shall be deemed as having been awarded with an executed Contract of Service.

### 2.8 WARRANTY

- A. Contractor will supply.
  - 1. A one (1) year workmanship warranty is required from the Contractor for all work done under the terms of this contract.

### 2.9 START AND COMPLETION DATE

- A. Work shall start on or about **December 1, 2025**
- B. All work as required for this project shall be completed on **March 27, 2026**
- C. The Contractor is **responsible for supplying trained workmen in proper numbers** and for scheduling and laying out his/her work, so that it will be started and completed professionally within the time period indicated on his/her proposal form.
- D. Once on the job, the contractor will guarantee to maintain a full crew on site until work is completed.

### 2.10 PAYMENT

- A. Payment for materials shall only be made after the materials have been delivered to the job site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job site until the project is ready to begin. The payment schedule is 50% of the contracted amount upon job start and 50% upon completion and acceptance by the Owner of the work.
- B. Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.
- C. Upon completion of the job, the project consultant and the Contractor will make final inspection of the work done, and the project consultant will sign a completion report authorizing final payments.

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- D. Final payment shall be made to the Contractor no later than thirty (30) days after job approval.

### 2.11 PRICE ESCALATION

- A. The Contractor agrees to use their best efforts to obtain the lowest possible prices from available window suppliers. However, should there be an increase in the prices of the specified materials purchased after the execution of the contract for use in this project, the Owner agrees to pay the cost increase to the Builder. Any claim by the Contractor for payment of a cost increase, as provided above, shall require a written Change Order delivered by the Contractor to the Owner stating the increased cost, the windows or materials in question, and the source of supply, supported by invoices or bills of sale.
- B. Should there be a rise in the cost of any specified building material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than 20% the Builder shall, before making any additional purchases of specified material or materials, provide to the Owner a written statement expressing the percentage increase of the contract price, the building material or materials in question, and the dollar amount of the price increase to be incurred. The Owner may then, at his option, terminate the contract by providing within 20 business days both written notice of termination to the Builder, and payment to the Builder for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion.

### 2.12 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
  - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her proposal form;
  - 2. Fails to make payment to subcontractors and/or suppliers for labor and materials as stipulated in the contract documents; and
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of completing the job, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

### 2.13 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits, and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work.

## PART 3- CONTRACTOR'S INSTRUCTIONS

### 3.1 TAXES

- A. The Contractor must comply with all state, federal, and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes concerning Social Security, old age benefits, unemployment benefits, withholding taxes, and sales taxes.
- B. The Contractor acknowledges that the Owner is tax-exempt from sales tax. The Owner will supply the Contractor with a tax-exempt certificate.

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### 3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required.

### 3.3 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

### 3.4 JOB COORDINATION

- A. Forty-eight hours before the start of the project and/or delivery of materials, the Contractor shall notify: Chris Casey: [caseybuild@gmail.com](mailto:caseybuild@gmail.com) and Skip Lindsay: [catamount.vt@comcast.net](mailto:catamount.vt@comcast.net)

### 3.5 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site.

### 3.6 INSPECTIONS

- A. The Contractor and the project consultant shall conduct a final inspection upon being notified of completion of specified work and clean-up.

## Scope of Work and Material Specifications

### PART 1: Scope of Work

#### 1.1 Scope of Work

- A. The Contractor will measure existing windows for the new replacement units and submit drawings that include installation details.
- B. New windows are to be installed using the full-frame replacement method.
- C. The Contractor will remove:
  - Five double hung windows
  - Four Awning Windows
  - Three fixed basement windows

*At this stage of the process, the existing perimeter conditions are to be thoroughly inspected by the Contractor to determine if any replacement work on wood members is required. If it is determined that replacement of perimeter wood members is required, the Contractor shall submit a proposed change order (PCO) to the Town of Woodbury, detailing the scope of work and the associated costs for performing the replacement work. Final acceptance of PCO is by the Town of Woodbury.*

- D. The Contractor will install:
  - Five double hung windows
  - Four Awning Windows
  - Three fixed basement windows
  - New windows are to be installed using the full-frame replacement method.
- E. The Contractor will seal and insulate the new window perimeters and perform a water leakage test, ensuring window perimeters are waterproof.
- F. The Contractor will install new interior and exterior trim around the windows. The trim shall have one coat of primer paint.
- G. The Contractor is responsible for the disposal of the removed windows, any construction debris, and the complete work site restoration.

#### 1.2 Provide an itemized list detailing costs for the window replacement, including these items:

- A. All materials
- B. Labor
- C. Equipment Rentals if Required.
- D. Demolition and Debris Removal
- E. Project Change Order Costs if Any

### Warranty

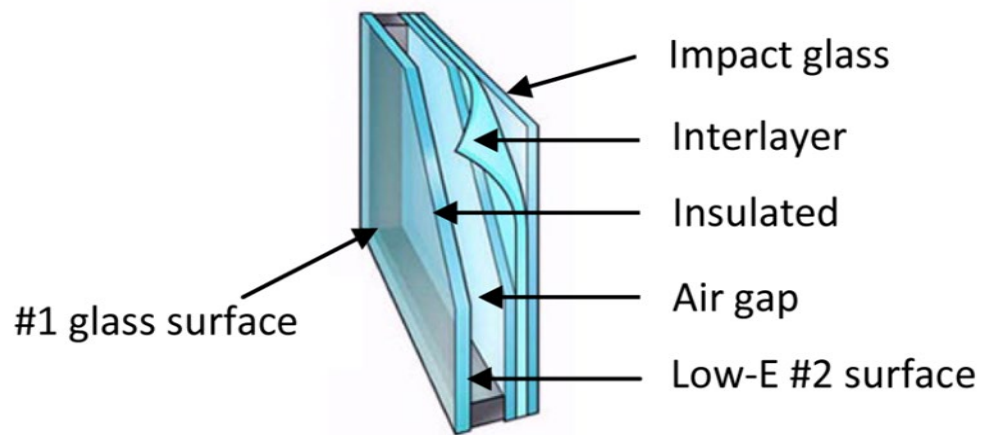
Labor: \_\_\_\_\_ Years

Materials: \_\_\_\_\_ Years

PART 2: Windows

2.1 Windows

- A. Window glazing shall consist of impact-proof assemblies fabricated with two or more panes of glass and an interlayer of polyvinyl butyral, or equivalent, film laminated into a glazing assembly equal to hurricane-resistant storm glass.



- B. Glass to have a 10-year warranty.
- C. Exterior window frames shall be white vinyl material with color-matched grilles and hardware.
- D. Interior and exterior window trim shall have one coat of primer paint.

**TOWN OF WOODBURY**  
**Town Clerk's Office Window Replacement Bid Form**

TO: TOWN OF WOODBURY  
ATTN: Robin Durkee  
1672 VERMONT ROUTE 14  
PO BOX 10  
WOODBURY, VT 05681  
Town Clerk's Office Window Replacement Project

Bids are Due: **November 6, 2025**

Having carefully examined the description of the work to be accomplished as contained in the Scope of Work Section, and having fully inspected the site for all particulars, the undersigned agrees to perform the work for the following sum of money:

Description of Work:	Cost: _____
Description of Work:	Cost: _____
Description of Work:	Cost: _____
Description of Work:	Cost: _____

By signing below, the bidder, if awarded a contract, agrees to guarantee a start date on or before December 1, 2025, with a guarantee of completion by March 27, 2026. Once on the job, the contractor will ensure that a full crew is maintained on site every day, weather permitting, until all work is complete. The payment schedule is 50% of the contracted amount on job start and 50% upon completion of the job.

Sign Here: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date: \_\_\_\_\_

## TOWN OF WOODBURY

### Contract Agreement for Town Clerk's Office Window Replacement

This agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 by  
and between the Town of Woodbury and \_\_\_\_\_

The Town of Woodbury and the Contractor, for the considerations herein agree as follows:

#### ARTICLE 1 -- WORK

The Contractor shall furnish all labor, materials, and equipment to complete all work as called for in the **Town of Woodbury Request for Proposal (RFP) for Town Clerk's Office Window Replacement**, including **GENERAL CONDITIONS, SPECIFICATIONS, and BID**. The RFP, including all its attachments, is incorporated into and is a part of this Agreement.

#### ARTICLE 2 -- TIME OF COMPLETION

Work is anticipated to begin on or about **December 1, 2025**  
Work is guaranteed to be complete on **March 27, 2026**. The  
Contractor guarantees a full crew on site from the start until  
completion.

#### ARTICLE 3 -- THE CONTRACT SUM

The Town of Woodbury shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided by approved Change Orders, the sum of:

\$ \_\_\_\_\_

SIGNED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Town of Woodbury

SIGNED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Contractor