



ADMINISTRATIVE OFFICE  
1021 Redmond Road  
Williston, VT 05495

EMAIL [info@cswd.net](mailto:info@cswd.net)  
TEL (802) 872-8100

[www.cswd.net](http://www.cswd.net)

TO: All Interested Parties

FROM: Jeannine McCrumb, Compliance Specialist

RE: RFB No. 20231106 Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill

DATE: November 6, 2023

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The Chittenden Solid Waste District (the District, CSWD) is requesting bids for a Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill located at the end of Redmond Road in Williston, Vermont.

**Proposed Schedule**

<b>November 6, 2023</b>	<b>RFB Released</b>
<b>November 14, 2023</b>	<b>Site Visit</b>
<b>November 15, 2023</b>	<b>RFB Questions Submission</b>
<b>November 27, 2023 1pm</b>	<b>RFB Submission Deadline</b>
<b>November 30, 2023</b>	<b>RFB Selection</b>
<b>Notice to Proceed – December 15, 2023</b>	<b>Time Frame to Complete Scope of Work</b>

A site visit is scheduled for November 14 at 10:00 A.M. Respondents are encouraged to attend to verify site conditions. Questions may be submitted to Jeannine McCrumb, Compliance Specialist, no later than **1:00 P.M. on November 15, 2023**. Email is the preferred format for submitted questions, please direct to [jmccrumb@cswd.net](mailto:jmccrumb@cswd.net).

Bids are to be received at the District's office at 19 Gregory Drive, Suite 204, South Burlington, VT 05403, no later than **1:00 P.M. on Monday, November 27, 2023**.

**LATE SUBMITTALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

Bid packages must be sealed and marked clearly with the Respondent's name and with the phrase "**RFB No. 20231106 Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill**". Respondents are to adhere to all submittal requirements; failure to do so could result in disqualification. The District sincerely appreciates each party's efforts in responding to this RFB and looks forward to receiving your submittals.

REQUEST FOR BID NO. 20231106

FOR

Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill

November 6, 2023

Issued By:

CHITTENDEN SOLID WASTE DISTRICT

19 Gregory Drive, Suite 204

South Burlington, VT 05403

(802)872-8100

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**REQUEST FOR BIDS NO. 20231106**  
**FOR**  
**Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill**

**1.0 INTRODUCTION**

The Chittenden Solid Waste District (the District, CSWD) invites interested firms to submit Bids to provide a small area investigation and stormwater runoff maintenance at our closed landfill located at the end of Redmond Road in Williston, Vermont.

Contractors responding to this RFB must meet the following requirements:

- Assign a lead project manager/superintendent with a minimum of 5 years of experience in similar projects.
- Demonstrate experience with erosion prevention and sediment control practices.
- Be able to provide all the services listed in this RFB, either within the firm or by using a subcontractor.

**2.0 BACKGROUND AND GENERAL INFORMATION**

CSWD was created in March 1987 by the Vermont State Legislature as part of Act 78, Vermont's first solid waste law. Under this law, solid waste districts formed throughout the State to find regional solutions to solid waste disposal problems by providing for the efficient, economical, and environmentally sound management of solid waste generated by residents and businesses within its member towns and cities. The District's mission is to provide environmentally responsible and economically sound waste management options to meet community needs using public and private systems, programs, and facilities.

CSWD is the largest solid waste district in the State of Vermont, serving eighteen communities with a combined population of approximately 168,000. It is essentially a municipality, a public, tax-exempt entity with a distinct legal existence from the State (not a department or agency of state government) and with accompanying statutory authorities granted. The District is responsible for managing activities such as source reduction, recycling, composting, waste processing facilities, and caring for three closed landfills.

The District owns or owns/operates several facilities: Green Mountain Compost/ODF, located at 1042 Redmond Road in Williston; a Materials Recovery Facility located at 357 Avenue C, Williston; a household hazardous waste processing facility known as the Environmental Depot, located at 1011 Airport Parkway, South Burlington; and six Drop-Off Centers at various locations in Chittenden County. The District also maintains and monitors a closed landfill in Williston.

### **3.0 SCHEDULE OF TASKS**

<i>TASK #</i>	<i>DESCRIPTION</i>	<i>PAY UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
1A	Excavation of ~400 sf area to a depth not to exceed 4 feet for the purpose of examining landfill cap and liner connection. See Figure 2.	LUMP SUM	ALL		
1B	Excavation may involve temporary removal and resetting of 4' catch basins.	LUMP SUM	2		
2A	Remove vegetation and accumulated sediment and top 2 to 3 inches of swale soil media and replace with clean material.	LUMP SUM	ALL		
2B	Grade swale as necessary to ensure longitudinal slope promotes drainage.	LUMP SUM	ALL		
2C	Seed and mulch using winter construction mix and netting.	LUMP SUM	ALL		

### **4.0 STATEMENT OF WORK**

**General Description:** The District is seeking a professional contractor to complete investigatory excavation and select stormwater maintenance services. See this statement of work description and statement of work attachments for more information. All quantities described in this statement of work are approximations and Respondent will be required to verify and provide bids based on self-conducted field measurements and quantity calculations. Any quantity described in the statement of work is general in nature. All bid items are lump sum.

**Construction Schedule Constraints:** The District would like this work completed by December 15, 2023. Heavy freeze conditions must be avoided to minimize challenges associated with grading frozen soils and to maximize opportunities for vegetative regrowth. In the event of a heavy freeze that makes it unlikely that work can be completed this year, the District reserves the right to delay the project until April/May 2024.

**Attachments to Statement of Work:** The following attachments are considered part of this RFB and any resultant contract:

Attachment 1 – The Schedule of Tasks (to return with bid)

Attachment 2 – Figure 1 Existing Conditions

Attachment 3 – Figure 2 Task 1 Cap/Liner Investigation

Attachment 4 – Figure 3 Task 2 Stormwater Maintenance

Attachment 5 – Figure 4 Erosion Control Details

**Description of Work:** Contractor shall furnish necessary equipment to include a small excavator w/smooth edge bucket; materials including non-woven geotextile fabric (see Figure 2), and labor (equipment operator and laborer) to complete the tasks outlined in Section 3.0. Project oversight will be provided by a Project Engineer under contract with the District.

## **5.0 BID INSTRUCTIONS**

Three (3) copies of the written bid or a full emailed bid must be delivered to the District no later than **1PM on November 30, 2023**. Bids received after this time will not be considered. Bids must be sealed and clearly and conspicuously marked on the outside with the Respondent's name and identified as follows: **RFB No. 20231106 Small Area Cap/Liner Investigation and Stormwater Runoff Maintenance – Closed Landfill**. No blame shall be attached to any District employee for opening any Bid not so marked. Bids should be addressed to:

Jeannine McCrumb, Compliance Specialist  
Chittenden Solid Waste District  
19 Gregory Drive, Suite 204  
South Burlington, VT 05403

-or-

[jmccrumb@cswd.net](mailto:jmccrumb@cswd.net) for full emailed bid

The Bids shall be considered valid for a period of at least sixty (60) days and must contain a statement to that effect.

The Bid must contain the name, address, and telephone number of an individual or individuals with authority to commit to all provisions of this RFB during the period in which the District is evaluating the Bids. The Respondent shall bear all costs related to this RFB.

Proposed deviations from the SECTION 4.0 STATEMENT OF WORK will be accepted with clear justification for the deviation. Supporting information for the deviation shall be clearly noted (for more information see Section 5.3).

The bid shall include costs, design, specifications, details and documentation needed to meet the requirements.

All bids received will be held confidential until a vendor is selected.

### **Bids must include the following sections in the following order:**

- I. Cover Letter
- II. Introduction
- III. Statement of Qualifications
- IV. Construction Schedule
- V. Proposed Cost/Bid Schedule

Bids must be complete and marked clearly with the name of Respondent. The District considers straightforward and simple bids to be most effective. Elaborate and extraneous materials are strongly discouraged. In keeping with the District's mission, please double side the bid wherever practicable.

### **5.1 Cover Letter**

The cover letter must contain:

- Identification of the Respondent.
- Identification of Respondent's key staff members proposed to work directly with the District;
- An acknowledgment of receipt of this RFB, all RFB addenda (if any), and a statement that it is understood that all conditions contained in this RFB can be incorporated into any resulting contract.
- A statement that the Bid will remain in effect for sixty (60) days after receipt by the District.
- A statement affirming that all information contained in Respondent's Bid is factual and is accurate (deliberately misrepresenting facts will be grounds for dismissal from consideration on this RFB).
- The signature of an individual who is authorized to bind the Respondent contractually.

### **5.2 Introduction**

This section of the Bid should contain a brief summary of the history of the firm, highlighting the size of the firm, the general experience of the firm and the firm's staff, and the location of the office from which the work on this engagement is to be performed.

### **5.3 Statement of Qualifications**

This section of the Bid shall provide a statement of qualifications detailing the Firm's qualifications and past project experience in performing the types of services identified in or anticipated from the description of activities identified in Section 4.0 STATEMENT OF WORK. This section should also detail the Respondent's understanding of the District's needs as described in Section 4.0 STATEMENT OF WORK. Demonstration of work performed for municipalities and other solid waste entities will be viewed favorably during the review process. Use this section to provide any proposed deviation from the work as described in Section 4.0 STATEMENT OF WORK.

### **5.4 Construction Schedule**

This section should thoroughly describe the approach and identify key staff for the services identified in or anticipated from the description of activities identified in Section 4.0 STATEMENT OF WORK. Demonstration of work performed for municipalities and other solid waste entities will be viewed favorably during the review process.

### **5.5 Proposed Cost/Bid Schedule**

All prices provided on the bid schedule will be evaluated. It is the intent to award on initial offer and each respondent is encouraged to submit its best and final offer. Complete all blanks on the schedule of items and **double check your math**.

### **5.6 Optional Information**

Respondents may include any information not solicited that the Respondent believes to be relevant and important to the understanding of the Bid. Unnecessary attachments are strongly discouraged.

## **6.0 PUBLIC RECORDS**

Any and all records submitted to the CSWD, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of CSWD. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the CSWD consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a Bid is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

## **7.0 RFB QUESTIONS**

**Any questions concerning the Statement of Work must be received in written form and will be accepted until 4:00 P.M. on Wednesday, November 15, 2023.** Written questions may be transmitted by mail or by e-mail: [jmccrumb@cswd.net](mailto:jmccrumb@cswd.net); however, the District will not be responsible for information that is not received, and it is Respondent's responsibility to confirm our receipt of the questions. Please note that questions will not be answered over the telephone and that email is the preferred submission format. All written questions should be addressed to:

Jeannine McCrumb, Compliance Specialist  
Chittenden Solid Waste District  
19 Gregory Drive, Suite 204  
South Burlington, Vermont 05403

Written responses to all substantive questions will be forwarded to all prospective Respondents in advance of the submittal deadline.

## **8.0 EVALUATION CRITERIA**

The following factors will be considered by the Evaluation Committee in developing a shortlist of firms. Although some factors are more important than others, all factors are considered necessary:

Construction Schedule:	10% weight
Understanding of the Scope of Services and Quality of Response:	30% weight
Project Cost Bid:	60% weight



## **9.0 TERMS AND AGREEMENTS**

### **9.1 DISTRICT RIGHTS**

This RFB does not commit the District to contract with any Respondent nor does it commit the District to an exclusive agreement with the Consultant for these services. The District reserves the following rights:

- To withdraw this RFB at any time;
- To reject any and all Bids or Respondents;
- To eliminate any of the tasks in the Scope of Services of this RFB and to issue a contract with a correspondingly reduced Project Work Program;
- To modify the RFB or to issue subsequent RFBs at the District's sole discretion;
- To postpone award of the contract;
- To accept the Bid that the District finds to be the most advantageous and/or beneficial to the District;
- To split the award or to make multiple awards;
- To negotiate the Bid to further refine, clarify, amend, or expand any and all aspects of the Bid;
- To accept Bids that do not offer the lowest cost;
- To confirm all references and contact further references obtained from other sources as deemed necessary;
- To request Respondents to send representatives to Williston, Vermont, for interviews at their cost;
- To waive any informalities or technicalities in any Bid; and
- To apply any additional rights as may be allowed under applicable purchasing laws and rules.

### **9.2 CONTRACT**

The contract which may result from this RFB will be firm fixed price. Any changes to the scope of work and price must be completed in writing.

### **9.3 EQUAL OPPORTUNITY COMPLIANCE**

The selected firm must agree to abide by all applicable Vermont State Minority Hiring laws, Equal Opportunity Employment Rules and Regulations, and Executive Orders and all other applicable Vermont employment laws, rules, or regulations. State Equal Opportunity Compliance Certificate and Agreement procedures must be complied with when applicable. If applicable, certification shall be required as a condition precedent to receipt of any payment for supplies or services.

### **9.4 MINORITY BUSINESS ENTERPRISE**

When practicable, the selected firm will be required to seek minority and women business enterprise participation in the amounts required by Vermont general laws and applicable regulations.

### **9.5 HANDICAPPED**

The selected firm will not discriminate against any employee or application for employment because of physical or mental handicap for any position for which the employee or applicant is qualified, and in the event of noncompliance, the District may declare the Consultant in

breach and take any necessary legal recourse, including termination or cancellation of the contract.

**9.6 SUBCONTRACTORS**

It will be the Firm's responsibility to see that all subconsultants, if any, conform to all contract requirements and provisions stated in the RFB.

**9.7 RELATIONSHIP AS INDEPENDENT CONTRACTOR**

The relationship between the Firm and the District under any resulting contract shall be that of independent contractor. Nothing in this RFB nor any resulting contract shall be construed to designate the Firm, or any of its employees or subconsultants, as employees, agents, joint ventures, or partners of the District.

**9.8 CONFLICT OF INTEREST**

A Respondent submitting a bid thereby certifies that: No officer, agent, or employee of the District has a pecuniary interest in the bid or has participated in contract negotiations on the part of the Respondent; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same call for Bids; and, the Respondent is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**9.9 CONTRACTUAL DISPUTES**

All claims, disputes, and other matters in question arising out of or relating to this Contract or the performance or interpretation thereof shall be submitted to arbitration pursuant to the terms of Title 12, Chapter 192, of the Vermont General Laws, as amended.

**9.10 TERMINATION**

If the Firm or the District fails to fulfill its obligations in a timely and proper manner, or if either party violates any of the agreements of the negotiated contract, either party shall have the right to terminate the contract by giving written notice to the other party. Termination of the contract shall in no way limit any legal rights of either party. The District reserves the right to terminate the contract without cause at any time by giving the Firm ten (10) days' written notice.

The Firm shall be entitled to reasonable compensation for any services rendered prior to the date of termination subject to damages the District may have suffered due to breach of contract. Any finished or unfinished work prepared on behalf of the District shall become the property of the District.

Any resulting contract may be considered null and void if the Firm deliberately misrepresented facts or provided false information in the Bid.

**9.11 BILLING PROCEDURES**

Final billing procedures shall be negotiated prior to the execution of the contract. Invoices minimally will contain the Firm's name, address and phone number; date; and a task/work

order description including task name, Employee/Subconsultant hours utilized per task, and amount billed. Invoices shall be paid by the District within thirty (30) days of receipt of an acceptable invoice for goods and/or services that have been received and accepted. All direct expenses (excluding administrative overhead and incidentals referenced above) shall be billed at cost.

There shall be no markup applied for the use of subconsultants or any materials or equipment utilized to perform the work. This includes, but is not limited to: reimbursement for subconsultants, health and safety supplies, mileage, lodging, meals, etc. The Respondent shall list out what types of incidentals, for those not specifically listed, they typically request reimbursement on project invoices.

#### **9.12 INSURANCE**

The Firm, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the District as evidence that the Firm is adequately insured throughout the period of the contract by a recognized and responsible insurer authorized to do business in Vermont. Minimum limits include:

Comprehensive General Liability, \$2,000,000 Combined Single Limit; and

Errors and Omissions, \$1,000,000; and

Workers' Compensation Coverage as required by Vermont State law.

The Certificate of Insurance should name the District as an additional named insured. Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. The insurer will be required to provide the District with notification of any cancellation or change in the insurance coverage during the period of the contract between the Firm and the District. Such notification must be made not less than thirty (30) days prior to date said cancellation or change becomes effective.

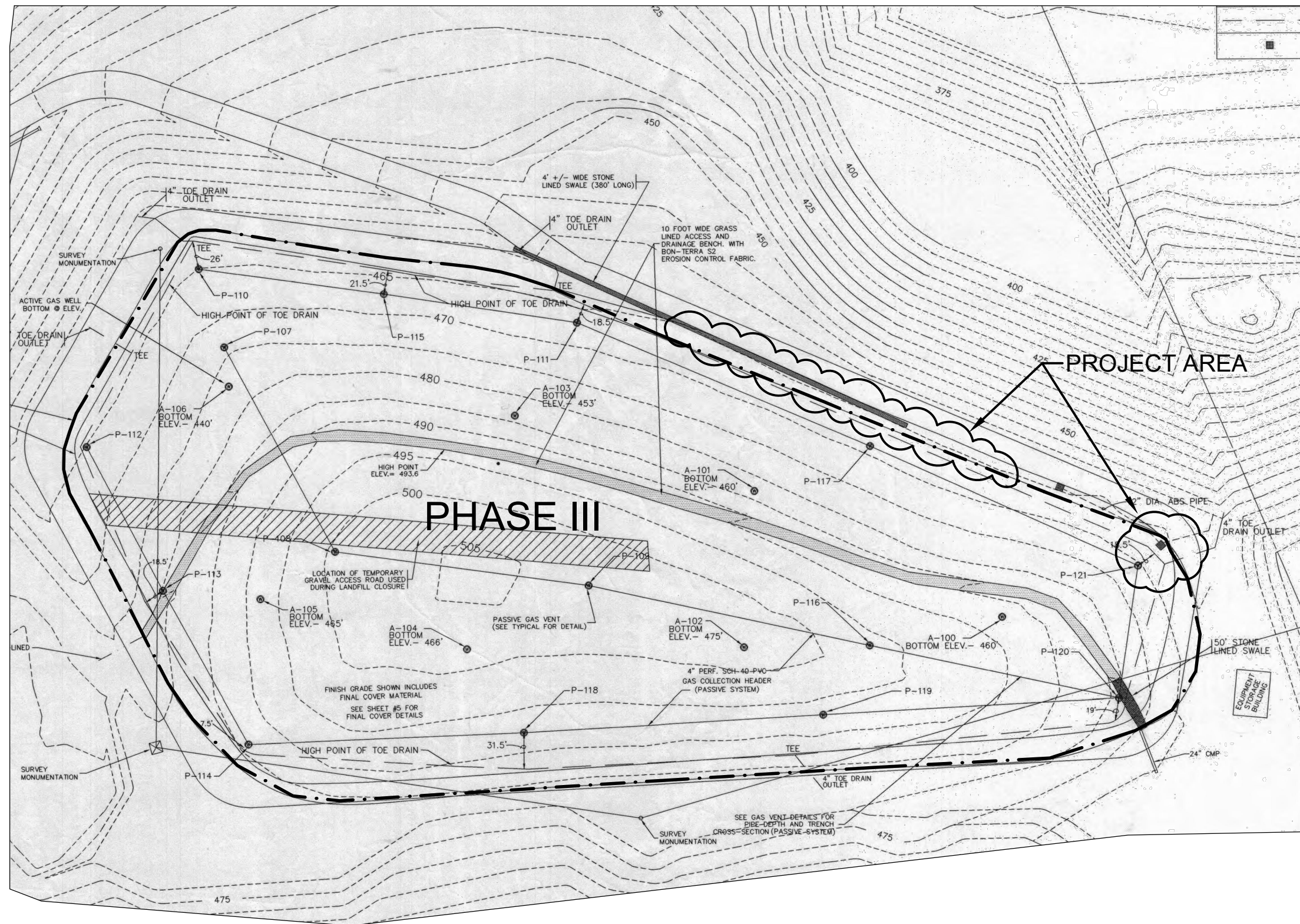
Failure to maintain the insurance required may be cause for immediate termination of the contract by the District.

The District reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The requirement for Workers' Compensation coverage shall not be waived. However, the required limits of property and casualty coverage may be modified if the firm can demonstrate an acceptable alternative method of preventing transferal of insurable risk to the District or of eliminating such risk.

#### **9.13 LIABILITY WAIVER**

The Respondent must agree to waive any and all claims against the District for any loss or injury incurred while on the District's property during the period of the contract.





NOTES

1. THE EXISTING CONDITIONS PLAN PROVIDED BY CSWD TITLED "RECORD SITE PLAN" PRODUCED BY GRIFFIN INTERNATIONAL AND DATED NOVEMBER 9, 1995.

LEGEND

--- APPROXIMATE LIMIT OF FINAL CAP

GRAPHIC SCALE



ORIENTATION



TITLE

EXISTING CONDITIONS

PROJECT

CAP/LINER INVESTIGATION & MAINTENANCE

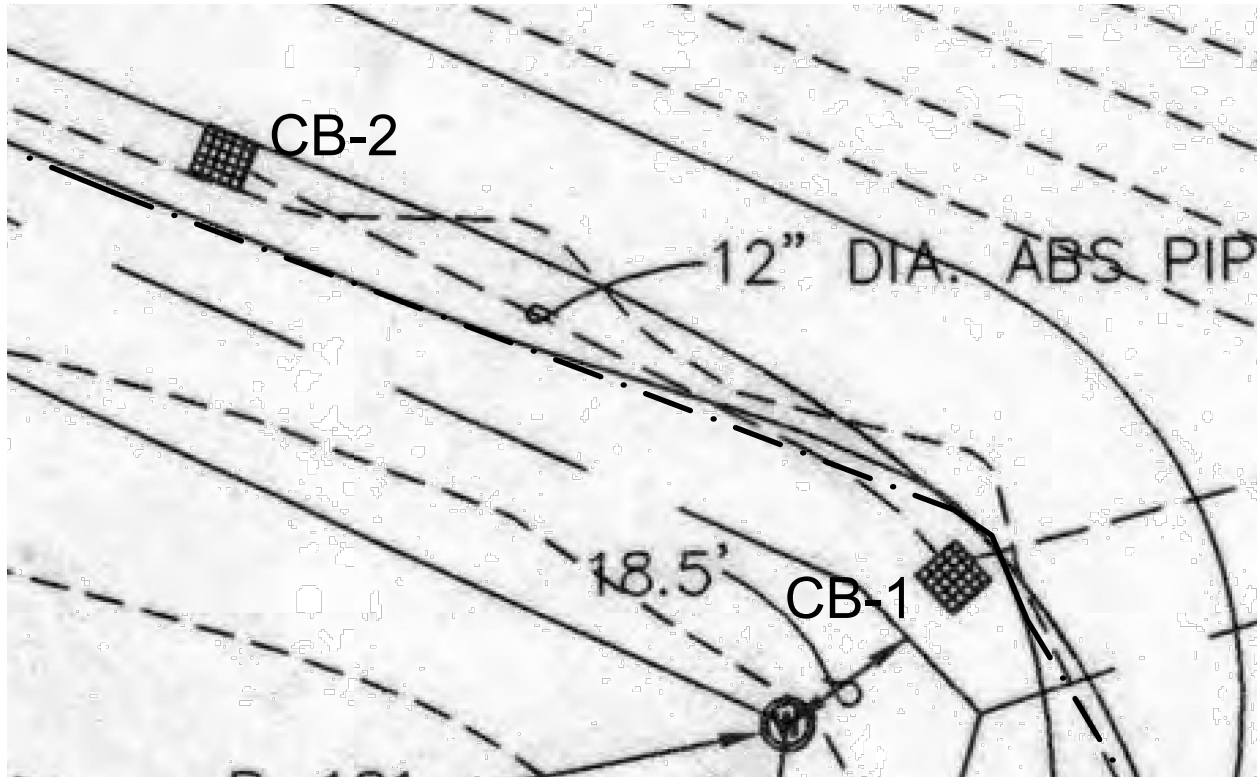
CHITTENDEN SOLID WASTE DISTRICT  
 19 GREGORY DRIVE, SUITE 204  
 SOUTH BURLINGTON, VT 05403

FIGURE

DATE	08/06/2023
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FIGURE 1



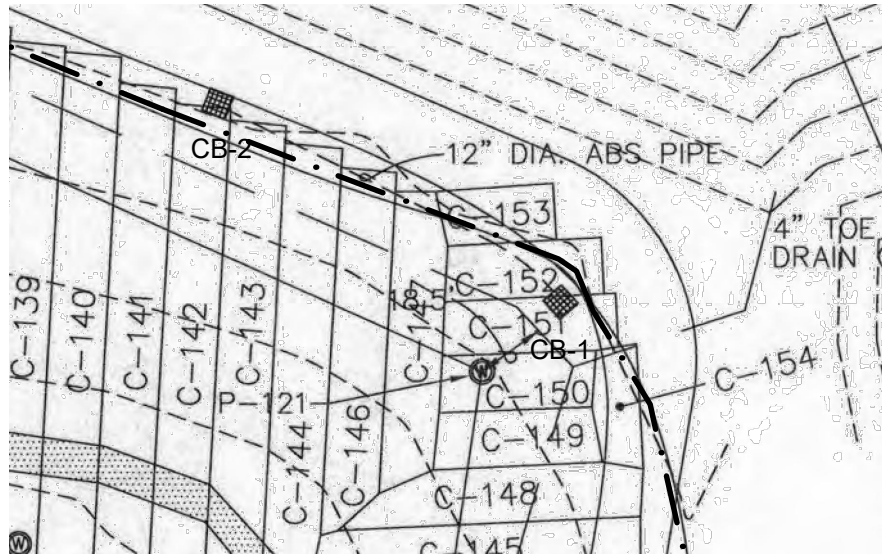


### TASK-1 LINER/CAP INVESTIGATION

NOT TO SCALE

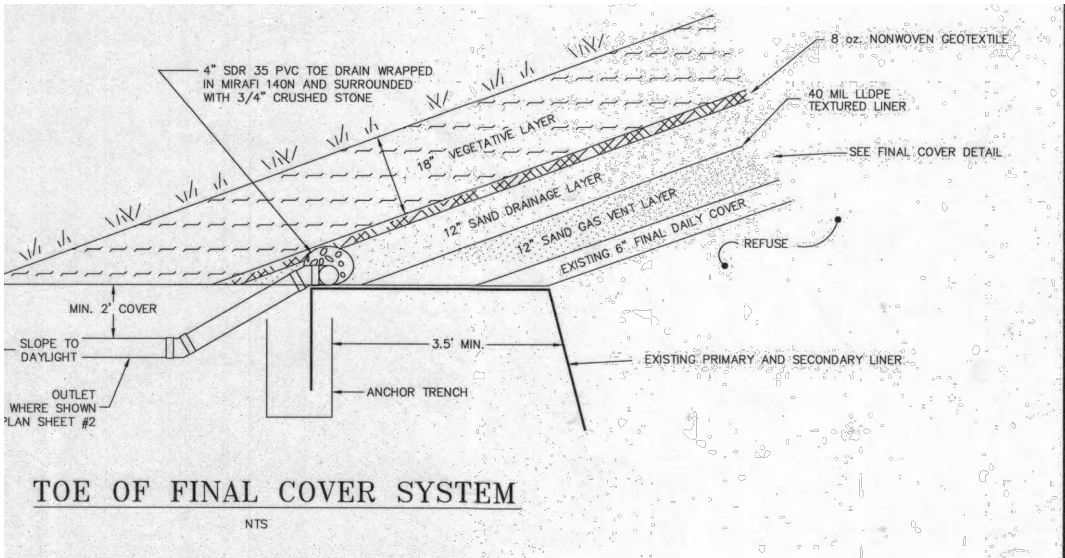
#### CONSTRUCTION NOTES:

1. CONTRACTOR SHALL CAREFULLY EXCAVATE EXISTING SOILS TO APPROXIMATELY 5 FEET TO 10 FEET AROUND THE PERIMETER OF CB-1 TO DETERMINE THE EXTENT AND CONDITION OF THE CAP GEOSYNTHETICS.
2. THE AREA AROUND CB-2 SHALL BE EXPOSED ONLY AS REQUESTED BY THE OWNER/ENGINEER.
3. EXCAVATED SOILS SHALL BE STOCKPILED (NOT ON CAP) TO BE REUSED DURING RESTORATION.
4. AN EXCAVATOR WITH A SMOOTH EDGED BUCKED WILL BE PERMITTED TO EXCAVATE SOILS. THE UPPER 6-INCHES OF SOIL ABOVE THE CAP GEOSYNTHETICS SHALL BE REMOVED BY HAND SHOVELING.
5. THE CAP GEOSYNTHETICS SHALL BE BROOM CLEAN FOR INSPECTION BY OWNER/ENGINEER. CONTRACTOR SHALL USE CARE TO NOT DAMAGE THE CAP GEOSYNTHETICS DURING WORK ADJACENT TO OR ON THE FINAL CAP.
6. IF REQUIRED, THE CB SHALL BE REMOVED FOR ADDITIONAL INSPECTION.
7. THE INVESTIGATION IS TO DETERMINE THE INTEGRITY OF THE CAP SYSTEM AND TO LOCATE THE EDGE OF THE CAP.
8. UPON COMPLETION OF THE INSPECTION, THE EXCAVATED SOILS SHALL BE REPLACED AND THE AREA RESTORED TO ITS ORIGINAL CONDITION. IF THE GEOSYNTHETICS ARE DETERMINED TO REQUIRE ADDITIONAL REPAIR, THE EXCAVATION SHALL BE LEFT OPEN UNTIL REPAIRS CAN BE MADE. CONTRACTOR SHALL RETURN TO THE SITE AND COMPLETE BACKFILL AND RESTORATION UPON COMPLETION OF REPAIRS.
9. THE CAP GEOSYNTHETICS LAYOUT AND PROFILE ARE PROVIDED BELOW. THE ACTUAL CURRENT CONDITIONS MAY VARY FROM WHAT IS SHOWN.
10. NO EQUIPMENT IS ALLOWED TO OPERATE ON THE FINAL CAP WITHOUT APPROVAL FROM OWNER/ENGINEER.



### CAP GEOSYNTHETICS LAYOUT DETAIL

NOT TO SCALE



### CAP GEOSYNTHETICS PROFILE DETAIL

NOT TO SCALE



Weston & Sampson Engineers, Inc.  
100 International Drive Suite 152  
Portsmouth, NH 03801  
603.431.3937 800.SAMPSON  
www.westonandsampson.com

#### NOTES

1. THE EXISTING CONDITIONS PLAN PROVIDED BY CSWD TITLED "RECORD SITE PLAN" PRODUCED BY GRIFFIN INTERNATIONAL AND DATED NOVEMBER 9, 1995.

#### LEGEND

--- APPROXIMATE LIMIT OF FINAL CAP

#### GRAPHIC SCALE



#### ORIENTATION



#### TITLE

TASK-1 CAP/LINER INVESTIGATION

#### PROJECT

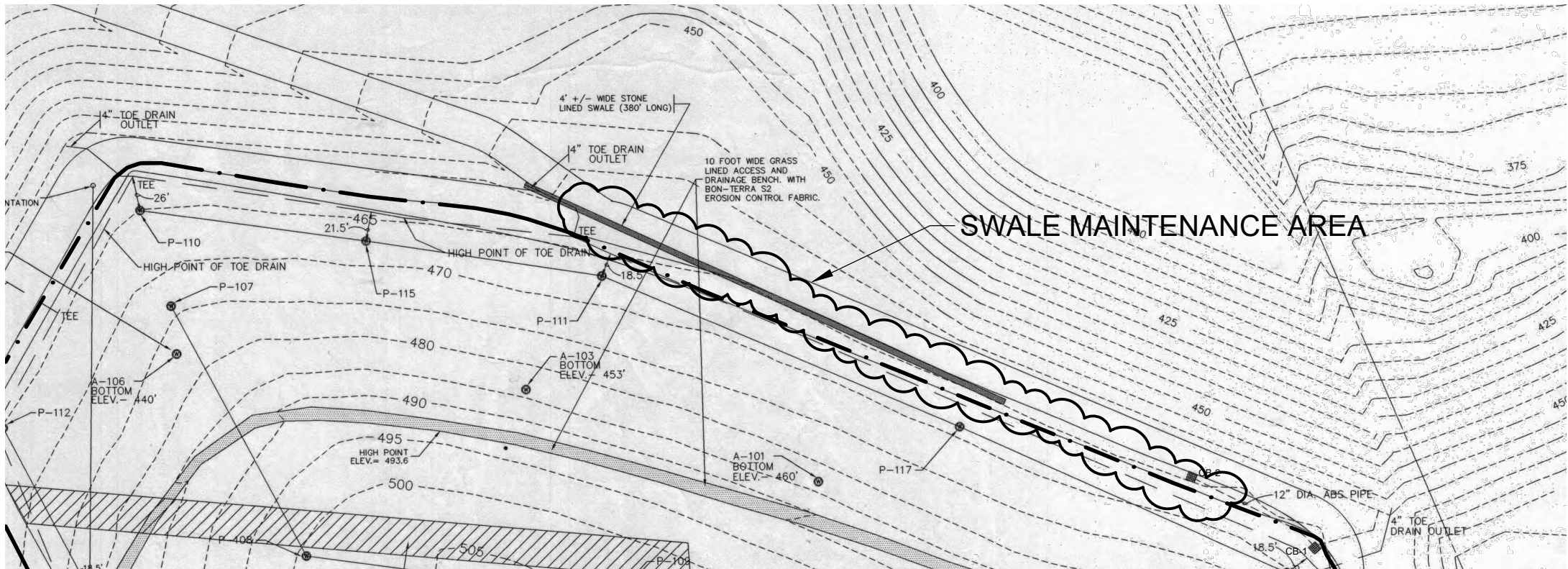
CAP/LINER INVESTIGATION & MAINTENANCE  
CHITTENDEN SOLID WASTE DISTRICT  
19 GREGORY DRIVE, SUITE 204  
SOUTH BURLINGTON, VT 05403

#### FIGURE

FIGURE 2

DATE	08/06/2023
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## TASK-2 STORMWATER SWALE MAINTENANCE

NOT TO SCALE

### CONSTRUCTION NOTES:

1. CONTRACTOR SHALL SURVEY THE EXISTING STORMWATER SWALE TO THE LIMITS SHOWN ON THIS SHEET.
2. THE SWALE SHALL BE RESTORED SO THAT THE INVERT OF THE SWALE HAS A CONTINUOUS GRADE THROUGHOUT AND THERE IS NO PONDING OF STORMWATER.
3. DURING AND AFTER CONSTRUCTION EROSION CONTROLS SHALL BE MAINTAINED UNTIL VEGETATION HAS ESTABLISHED AT APPROXIMATELY 80% GERMINATION.
4. AFTER SWALE INVERT IS REALIGNED, IT SHALL BE RESTORED WITH A WINTER SEED MIX, MULCH AND AN EROSION CONTROL MAT.
5. AFTER SWALE WORK IS COMPLETE, EROSION CONTROL SOCK (WATTLE FILLED WITH COMPOST) SHALL BE INSTALLED EVERY 75 FEET IN THE DISTURBED SECTION OF SWALE ALIGNED PERPENDICULAR TO THE FLOW AND AROUND THE PERIMETER OF THE CATCH BASINS.

### NOTES

1. THE EXISTING CONDITIONS PLAN PROVIDED BY CSWD TITLED "RECORD SITE PLAN" PRODUCED BY GRIFFIN INTERNATIONAL AND DATED NOVEMBER 9, 1995.

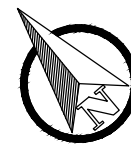
### LEGEND

--- APPROXIMATE LIMIT OF FINAL CAP

### GRAPHIC SCALE



### ORIENTATION



### TITLE

TASK 2  
STORMWATER MAINTENANCE  
PROJECT

CAP/LINER INVESTIGATION & MAINTENANCE

CHITTENDEN SOLID WASTE DISTRICT  
19 GREGORY DRIVE, SUITE 204  
SOUTH BURLINGTON, VT 05403

DATE 08/06/2023  
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PRJ. NO. ENG23-0582  
REV. NO. -

### FIGURE

FIGURE 3

