

**STATE OF VERMONT
AGENCY OF TRANSPORTATION
UTILITY RELOCATION AGREEMENT**

**OWNER: Town of Middlebury
PROJECT NUMBER: Middlebury STP 021-1(37)
EXPENDITURE ACCOUNT/SUBJOB NO.: 0211037 – 300
CONTRACT NUMBER: UT0278**

THIS AGREEMENT, made and concluded by and between the State of Vermont, acting through its Agency of Transportation, hereinafter referred to as the STATE, and the Town of Middlebury duly organized and existing in the State of Vermont with its principal place of business at 77 Main Street, Middlebury, VT 05753 hereinafter referred to as the OWNER;

WITNESSETH:

WHEREAS, the STATE has programmed a highway project identified as Middlebury STP 021-1(37) which shall provide certain highway improvements on VT-116 and Bridge #3 in the town of Middlebury; and

WHEREAS, it is evident that adjustment to, and/or replacement of, the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements and does not include work solely benefiting the OWNER, its contractor, or the highway contractor; and

THE STATE AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the RELOCATION WORK, detailed plans and estimates of which are attached hereto and made a part hereof, consists of:

- a. Construction work to be accomplished by OWNER described as follows:
None
- b. Construction work to be accomplished for the OWNER by the STATE acting through its highway prime contractor, described as follows:

Waterline replacement to accommodate VTrans Project Middlebury STP 021-1(37)

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c. Quality control and on-the-job inspection of the work described in paragraph (b) above, by the OWNER or a representative employed by the OWNER, shall be provided to assure the installation meets with the OWNER's approval. However, it should be expressly understood that the OWNER, or its representative, shall at all times work through the STATE's Engineer and not directly with the STATE's Contractor.

Payment

a. Reimbursement by the OWNER to the STATE will be based on unit bid prices and actual quantities installed. Detailed plans and corresponding estimate of \$66,469.70 is attached hereto and made a part hereof.

b. Increases or changes in the scope and cost of the RELOCATION WORK shall only be authorized by a Supplementary Agreement, fully executed by the parties to this Agreement. Such Supplementary Agreement shall be supported by a detailed estimate of the cost changes.

Termination

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate. Upon termination of the agreement, the relationship between the STATE and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable State and Federal laws and regulations governing the operation of utility facilities within public highways.

THE STATE AGREES:

That acting through its highway prime contractor, it shall perform the RELOCATION WORK described in the "Scope of Work" section (b) in accordance with the plans and specifications.

That the OWNER has the right to delete any or all of the proposed RELOCATION WORK and perform the work with its own forces.

That it shall require the highway construction project to be prosecuted at all times with reasonable care in accordance with the Standard Specifications for Construction, as modified by such special provisions as may be attached to the highway construction contract.

That the OWNER and its agents shall be granted access within the limits of the highway construction projects at all times during the life of the project for the purpose of quality control, operating, maintaining, relocating or reconstructing its facilities.

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That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

THE OWNER AGREES:

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To notify the STATE within three (3) weeks of receipt of bid prices of their intent to delete work from the STATE contract. If notification is not made within this time period, the OWNER will accept the actual costs based on bid prices.

To purchase all necessary rights-of-way and easements as are required to accommodate the RELOCATION WORK, and to secure such permits and approvals as are required. Copies of facsimiles of such rights, easements and approvals shall be provided to the STATE for assurance of such instruments to its Contractor.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "Scope of Work", at no cost to the STATE, and to save the STATE free and harmless from any responsibility therefore, except where the STATE shall disregard written exceptions filed with the STATE by the inspector for the OWNER.

To notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK as soon as the need for such change becomes apparent.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the STATE.

To accept facilities constructed in the RELOCATION WORK described in the "Scope of Work" section (b) immediately upon completion and demonstrated capability of the system to function as intended.

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This agreement shall be binding upon the successors and assigns of the respective parties hereto:

IN WITNESS WHEREOF, the parties to this agreement have executed the same this day _____, the STATE, by its Secretary of Transportation, and the OWNER by its authorized agent.

IN WITNESS WHEREOF:

OWNER:

BY: _____

(AUTHORIZED AGENT)

Town Manager

(TITLE)

STATE OF VERMONT
AGENCY OF TRANSPORTATION

BY: _____

SECRETARY OF TRANSPORTATION

APPROVED AS TO FORM:

Dated: 5/18/2022

DocuSigned by:

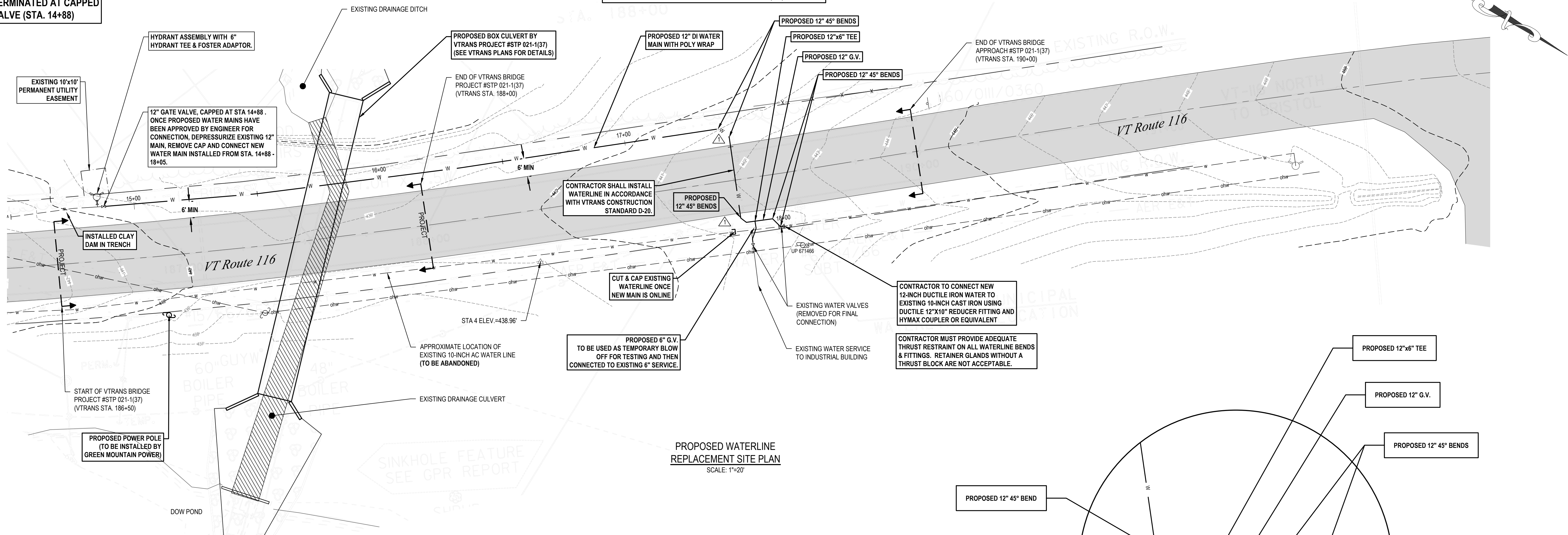
Andon Lundgren

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ASSISTANT ATTORNEY GENERAL

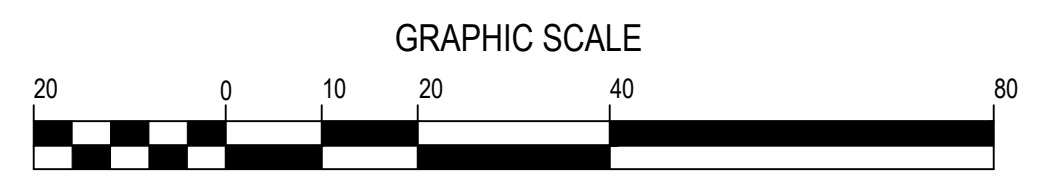
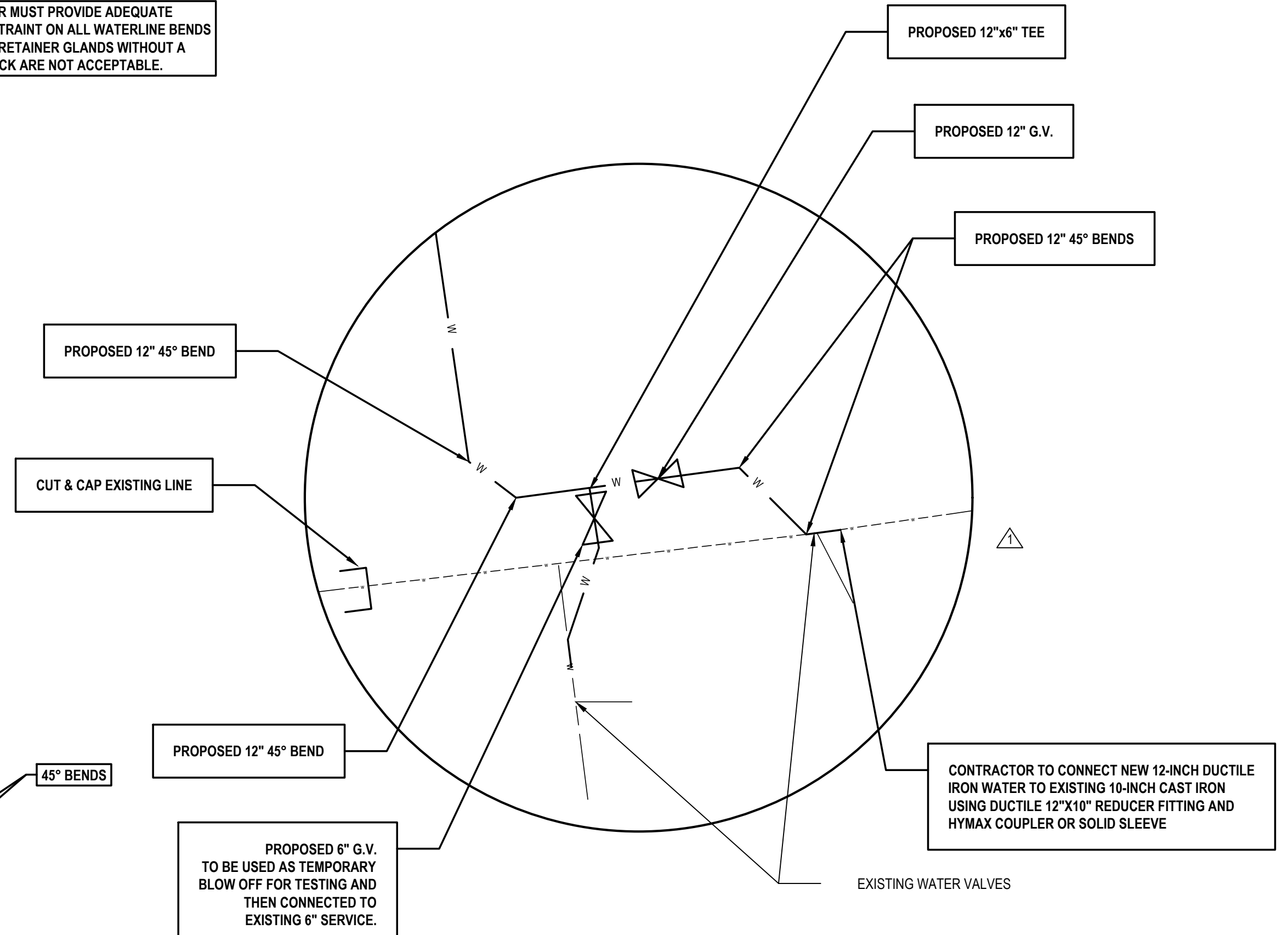
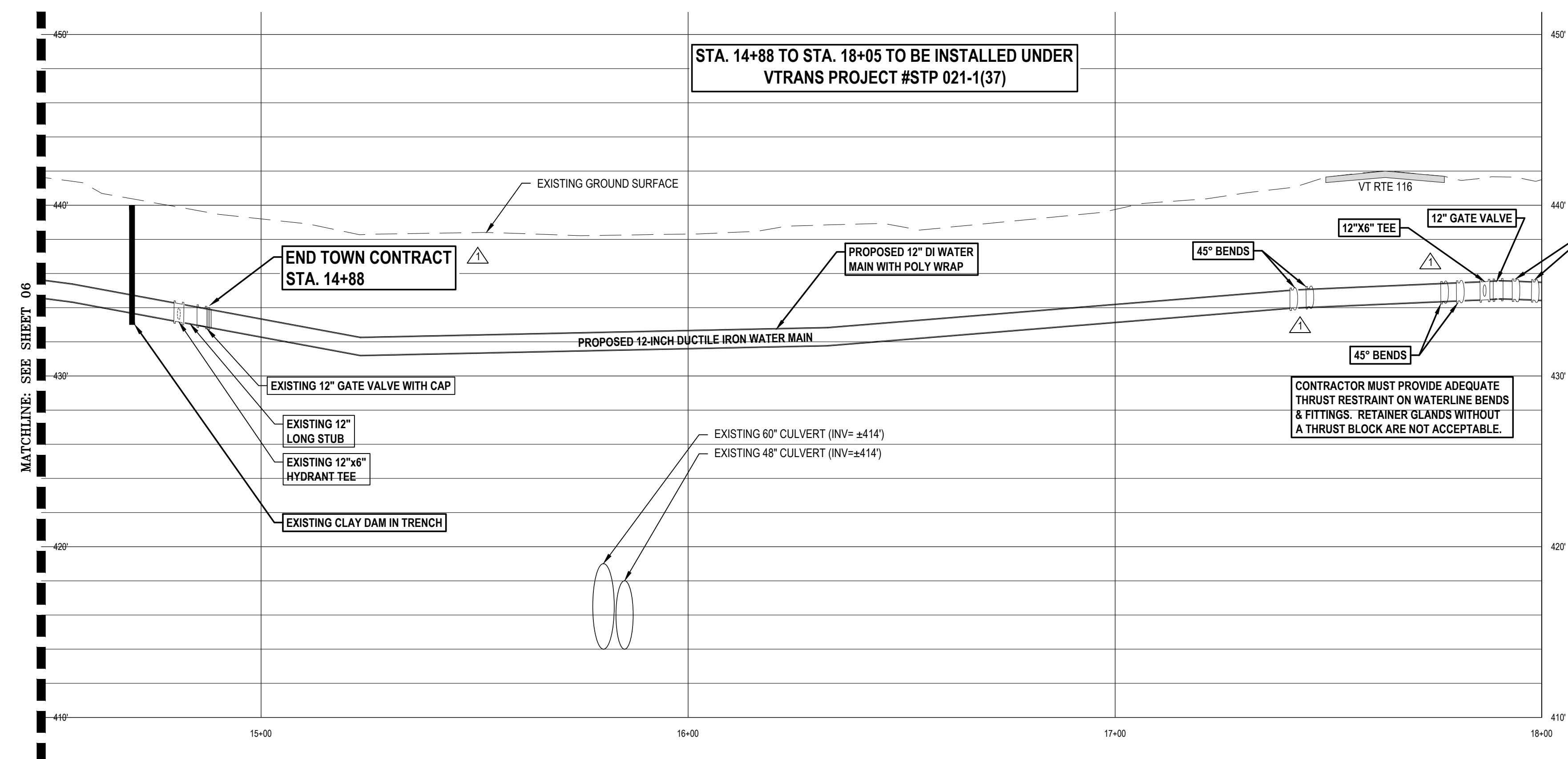
TOWN CONTRACT TERMINATED AT CAPPED VALVE (STA. 14+88)

STA. 14+88 TO STA. 18+05 TO BE INSTALLED UNDER VTRANS PROJECT #STP 021-1(37)

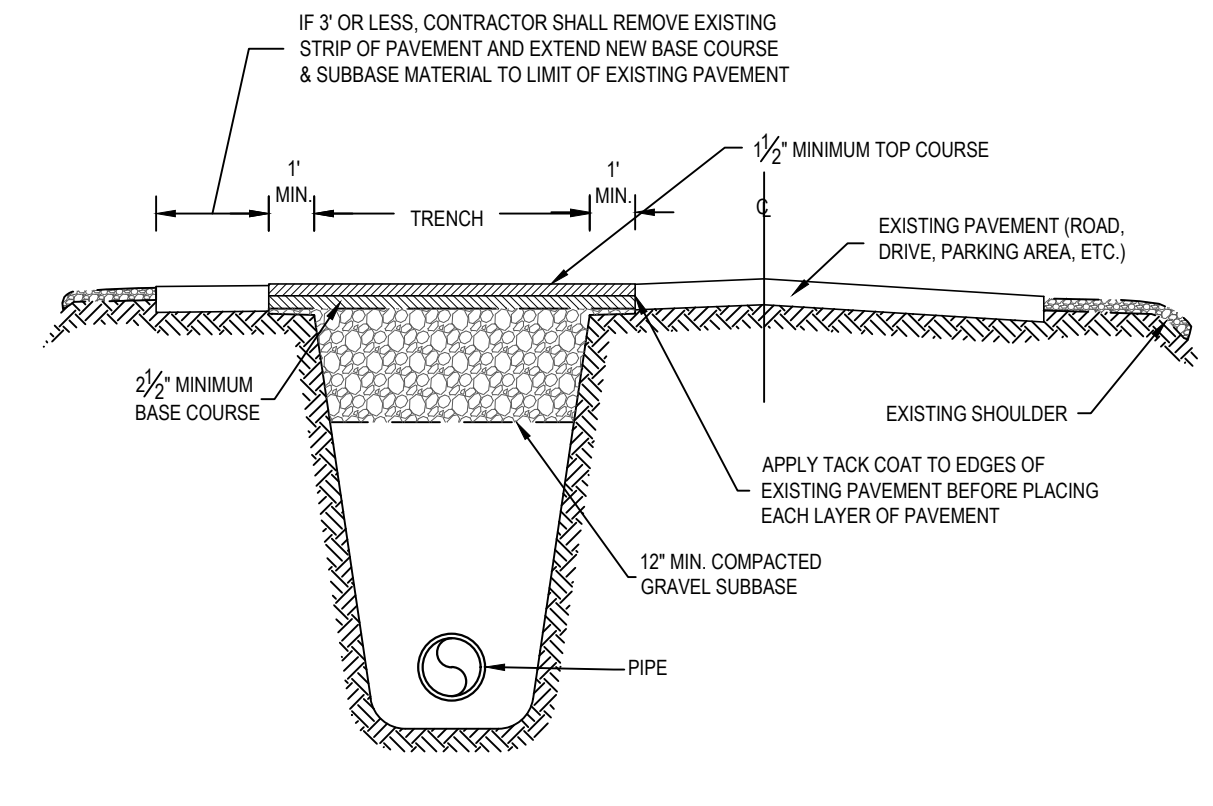
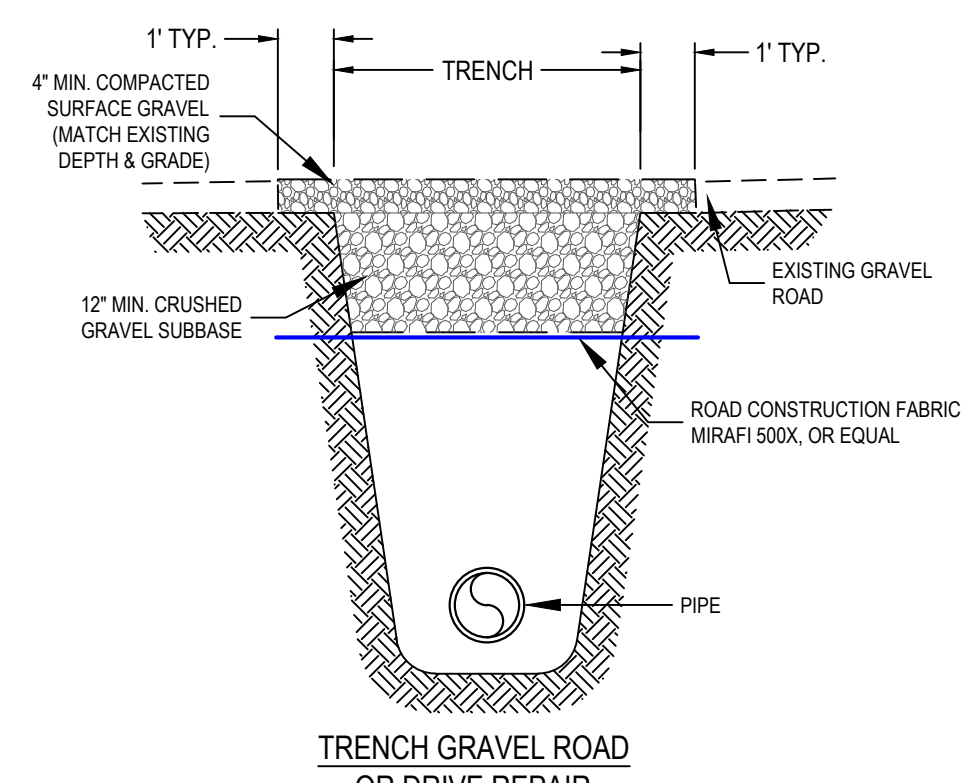
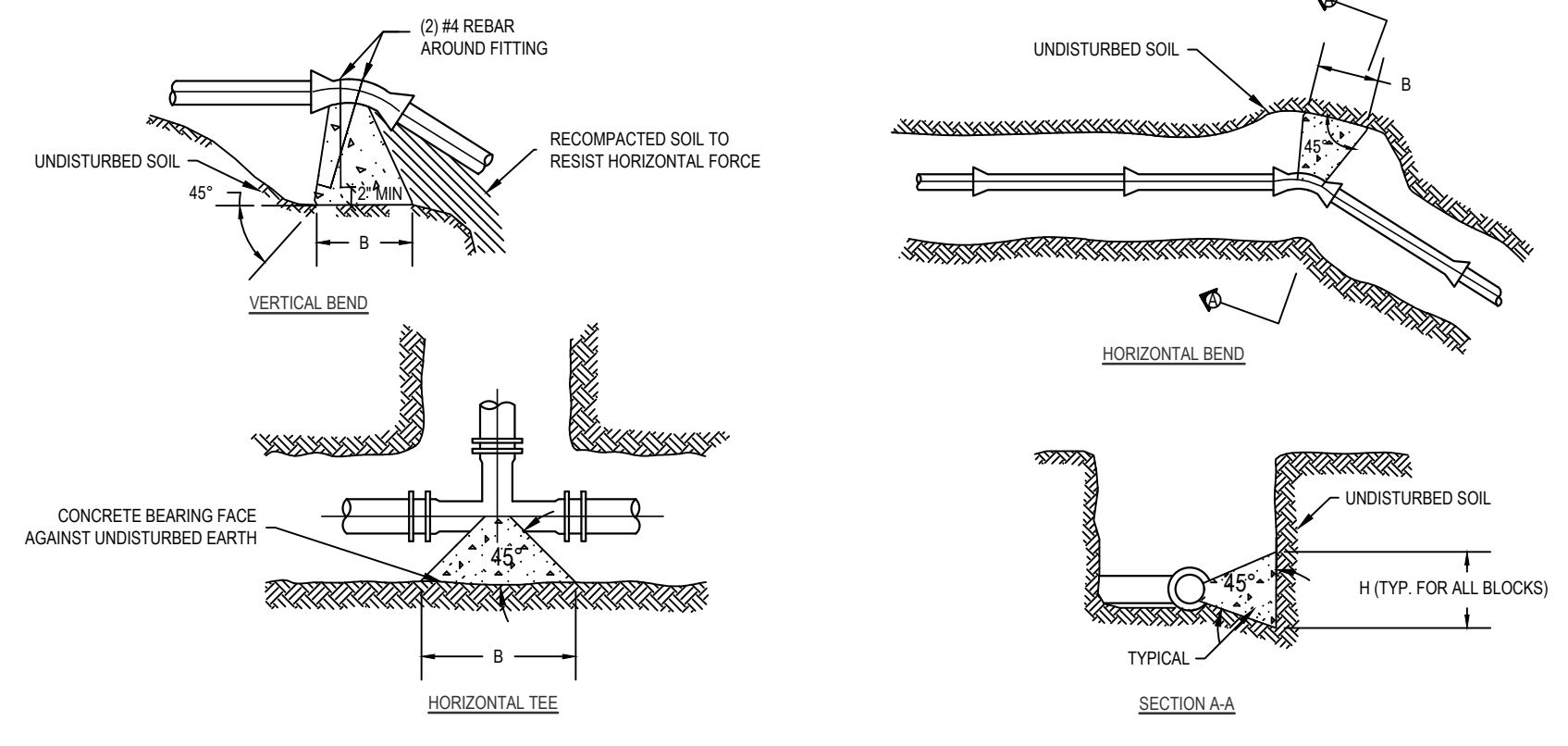
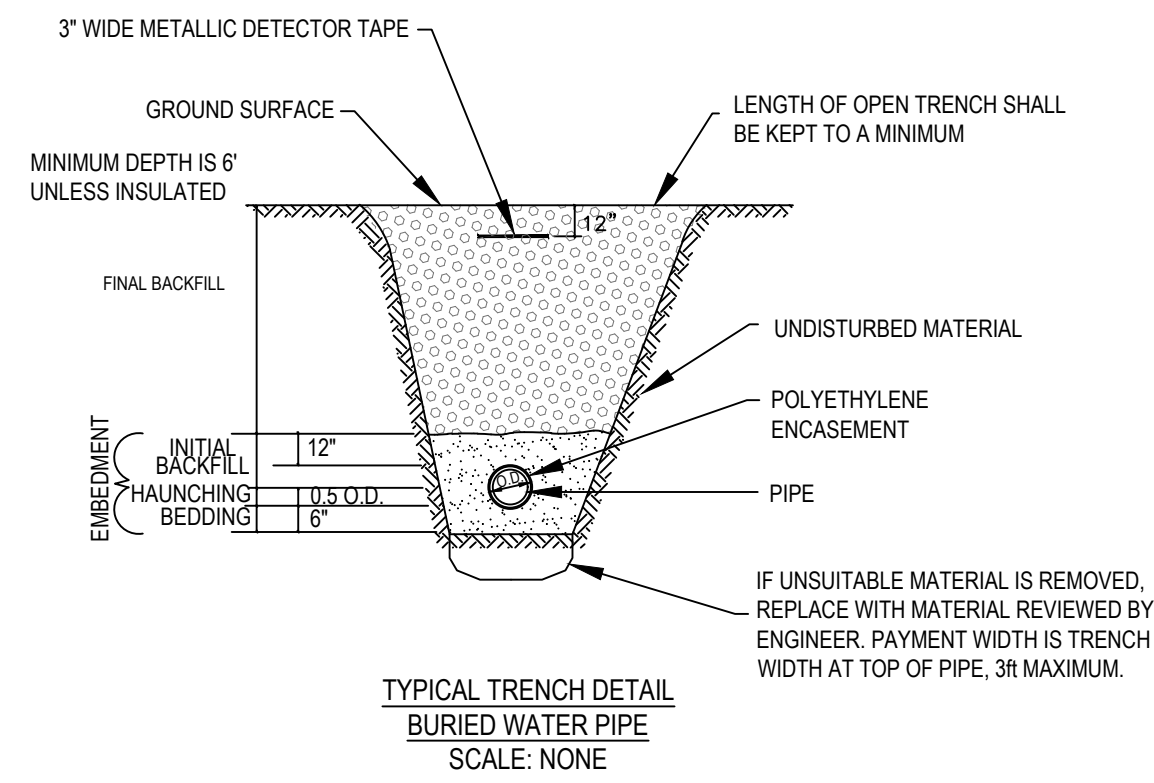


SINKHOLE FEATURE SEE GPR REPORT

STA. 14+88 TO STA. 18+05 TO BE INSTALLED UNDER VTRANS PROJECT #STP 021-1(37)



143 SOUTH BARRINGTON ROAD MIDDLEBURY, VERMONT 05750 PHONE: (802) 862-5590 FAX: (802) 862-7598	REVISED FOR VTRANS PROJECT #STP 021-1(37)	JLS	BY
GREEN MOUNTAIN ENGINEERING CIVIL WATER WASTEWATER	DATE	8/09/2021	DESCRIPTION
STATE OF VERMONT ALAN HUIZENGA REGISTERED PROFESSIONAL ENGINEER NO. 5905			
PROPOSED WATERLINE SITE PLAN (VTRANS PROJECT)			
DOW POND AREA WATERLINE REPLACEMENT			
TOWN OF MIDDLEBURY, VERMONT			
DESIGNED: JLS	PILOT DATE: 7/23/21		
DRAWN: BPC	SCALE: 1" = 20'		
CHECKED: AH	DATE: JUL 2021		
PROJECT NO. 29-013			
DRAWING NO. 01			
SHEET 1 OF 2			



- NOTES:
- NO MECHANICAL TAMPERS SHALL BE USED DIRECTLY OVER PIPE TO INSURE THE PIPE IS NOT DAMAGED.
 - ROCK EXCAVATION PAY LIMITS:
TRENCH WIDTH - PIPE O.D. + 2 FT.
TRENCH DEPTH - 6 INCHES BELOW BOTTOM OF PIPE
 - EMBEDMENT MATERIALS IN AREAS OF UNSUITABLE NATIVE SOILS SHALL BE TESTED AND SHOWN BY THE CONTRACTOR TO MEET REQUIREMENTS OF SPEC. SECTION 02220. MATERIALS SHALL BE PLACED IN MAXIMUM 6in LAYERS AND COMPACTED TO ACHIEVE NOT LESS THAN 90% (95% IN ROADS) OF MAXIMUM DENSITY (STANDARD PROCTOR DENSITY).
 - FINAL BACKFILL (SUITABLE MATERIALS) SHALL NOT CONTAIN ANY STONES MORE THAN 12in IN LARGEST DIMENSION, BE GREATER THAN 50lbs, OR CONTAIN ANY FROZEN, WET, OR ORGANIC MATERIALS.
 - WIDTH OF TRENCH AT SURFACE SHALL BE KEPT AS NARROW AS PRACTICAL.
 - PAYMENT UNDER THE ITEMS OF WORK SPECIFIED IN THE CONTRACT DOCUMENTS IS TO THE LIMITS SHOWN.
 - TRENCHES SHALL BE COMPLETELY DEWATERED PRIOR TO PLACEMENT OF PIPE BEDDING MATERIAL AND BE KEPT DEWATERED DURING INSTALLATION OF PIPE, EMBEDMENT MATERIALS, AND INITIAL BACKFILL.
 - PERMANENT SHEETING SHALL BE INSTALLED ONLY IF REQUIRED BY JOB CONDITIONS.
 - SEE SPECIFICATIONS SECTION 02220; EXCAVATION, BEDDING, BACKFILL AND FILL FOR MORE COMPLETE MATERIALS SPECIFICATION.
 - REMOVE AND REPLACE ALL EXISTING SOIL MATERIALS IN ALL UTILITY TRENCHES. REPLACE BACKFILL MATERIALS BETWEEN THE TOP OF THE PIPE EMBEDMENT ENVELOPE AND THE BOTTOM OF THE ROAD SUBGRADE WITH 5\"/>

TYPICAL BEARING THRUST BLOCK DETAILS AND SECTION
SCALE: NONE

NOTES:
1. ALL THRUST BLOCKS SHALL BE CLASS "B" CONCRETE. SEE SPEC. SECTION 03300
2. CONCRETE SHALL BE PLACED SO AS NOT TO HAMPER THE FUTURE REMOVAL OF A FITTING.
3. WRAP FITTINGS IN (2) LAYERS POLYETHYLENE PLASTIC SHEET PRIOR TO FORMING AND POURING THRUST BLOCK.

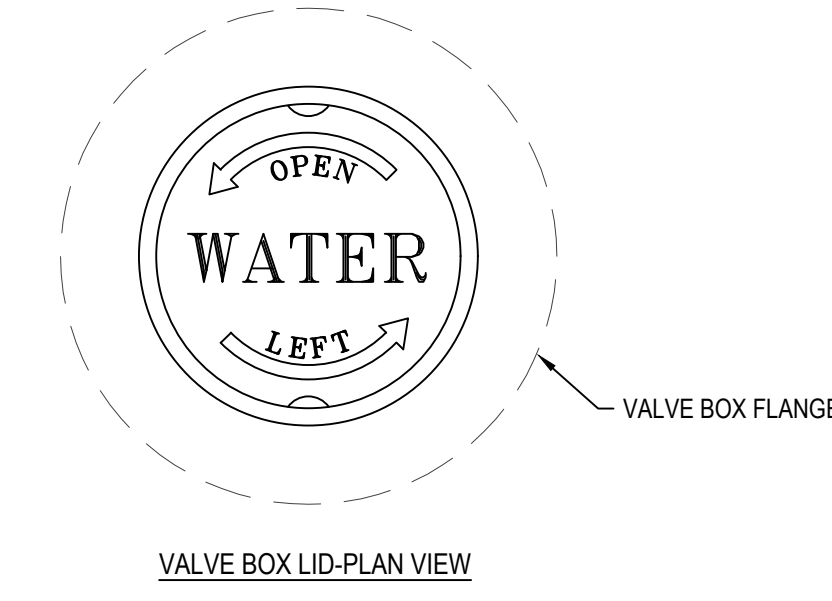
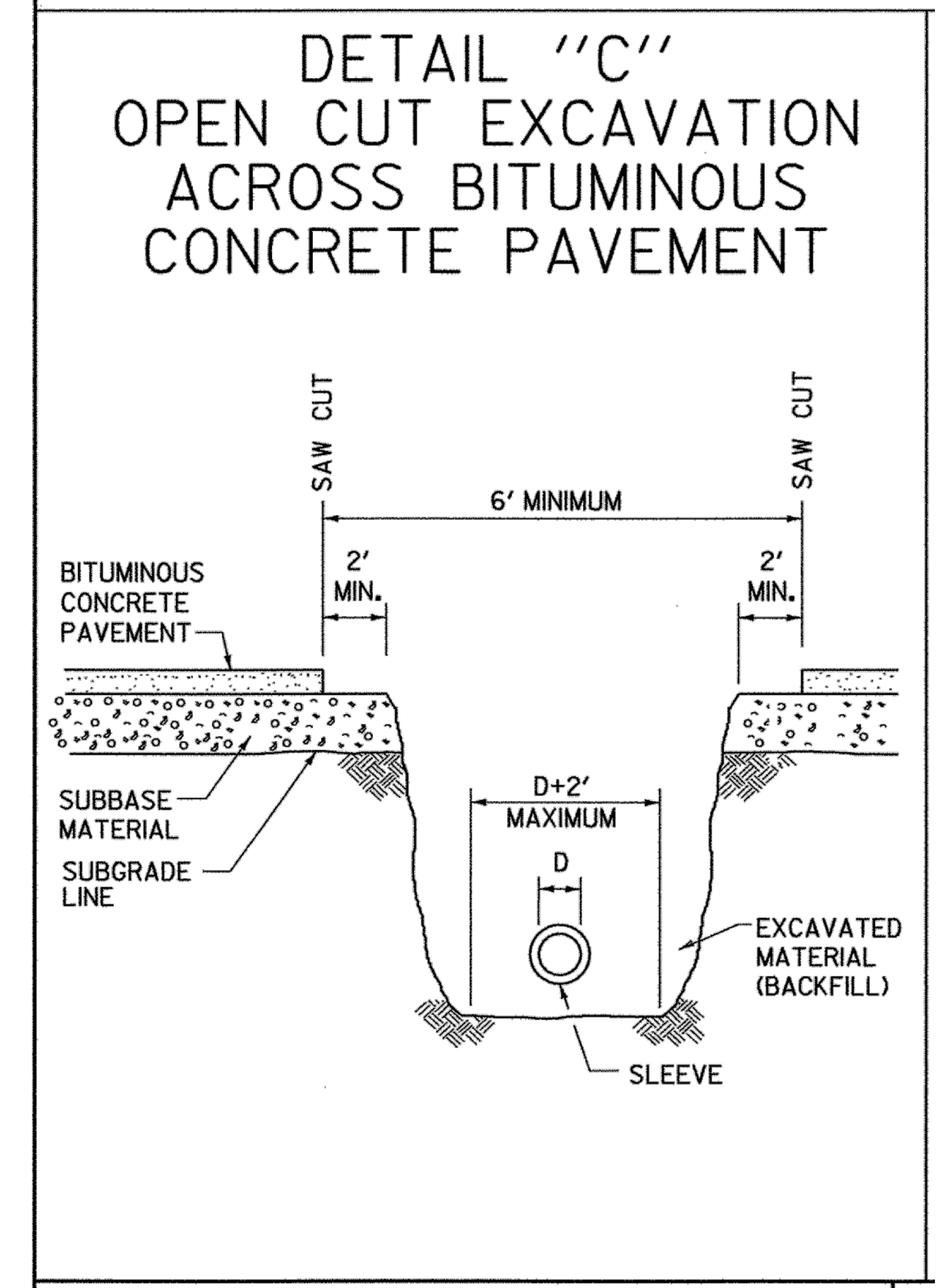
MINIMUM BEARING FACE "HEIGHTS AND WIDTHS" FOR CONCRETE THRUST BLOCKS (TEST PRESSURE = 250 PSI)

BEARING FACE MATERIALS 2	PIPELINE SIZE	HEIGHT (H) AND WIDTH (B) OF BEARING FACE FOR FITTING TO BE RESTRAINED 3											
		11-1/4\"/>											
WELL GRADED SANDS AND GRAVEL	4\"/>												

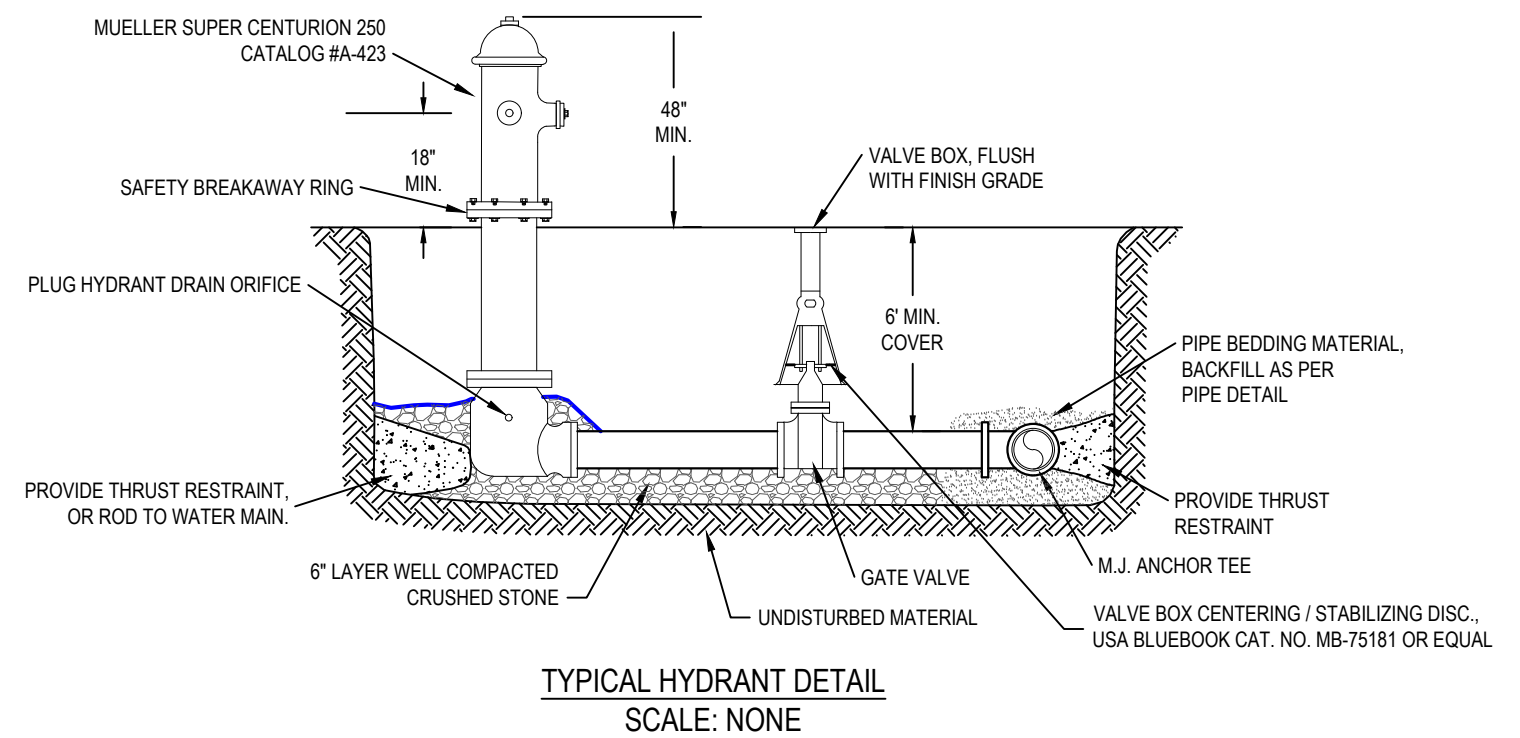
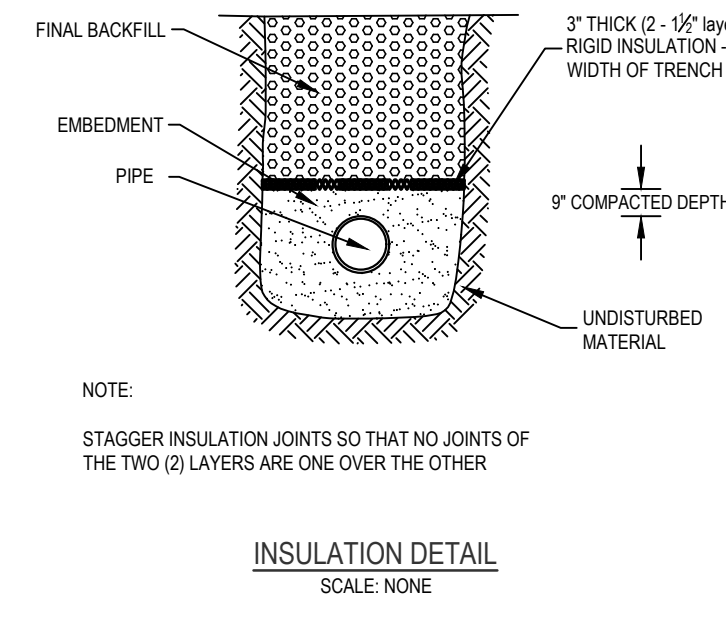
1. HYDROSTATIC AND LEAKAGE TEST PRESSURE PER SPECIFICATIONS.
2. UNDISTURBED EARTH: SIDE OF TRENCH OR OTHER EXCAVATION.
3. SEE DRAWING FOR ANGLE LOCATION/RESTRAINT MEASURED IN FEET.

NOTE: CONTRACTOR MAY SUBMIT OPTIONAL THRUST RESTRAINT DEVICES, SUCH AS "GRIPPER RINGS" OR RETAINER GLANDS, FOR REVIEW BY ENGINEER IN lieu OF THE THRUST BLOCK DETAILS SHOWN ABOVE.

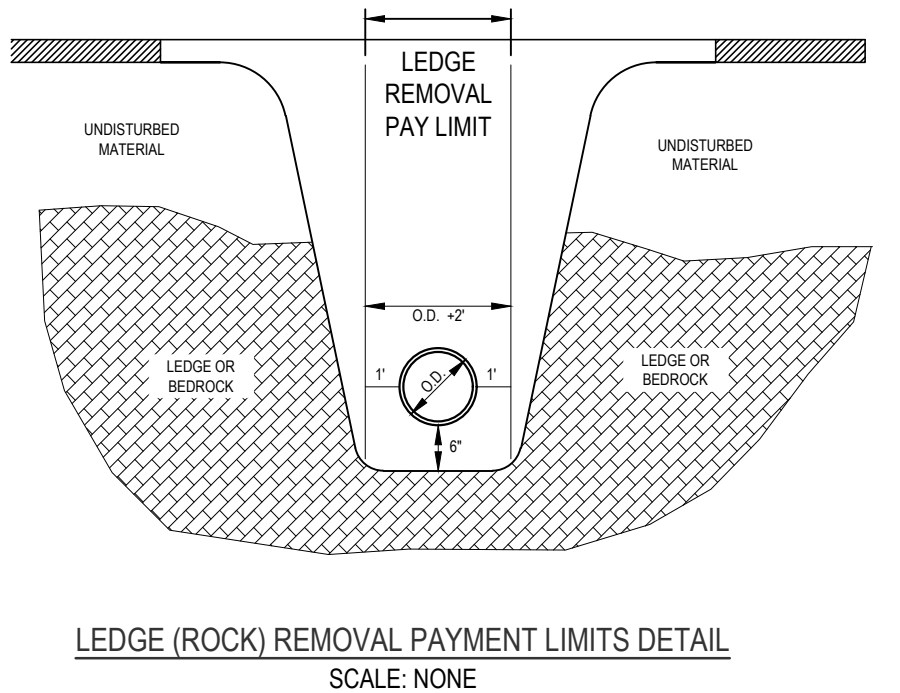
THE FOLLOWING EMBEDMENT MATERIALS MAY BE USED FOR D.I.
MANUFACTURED GRANULAR MATERIAL, MAXIMUM PARTICLE SIZE = 1/2"
COARSE SANDS AND GRAVELS, MAXIMUM PARTICLE SIZE OF 1/2"; GENERALLY GRANULAR AND NON-COHESIVE.
MIXED GRAIN SOILS: FINE SAND AND CLAYEY GRAVELS, INCLUDING FINE SANDS, SANDY-CLAY MIXTURES AND GRAVEL-CLAY MIXTURES. MAXIMUM PARTICLE SIZE = 1/2".
THE FOLLOWING EMBEDMENT MATERIALS MAY BE USED FOR PVC, PE, AND COPPER PIPE
SAND: 90-100 PERCENT PASSING THROUGH A HALF-INCH (1/2") SIEVE AND NOT MORE THAN 15 PERCENT PASSING THROUGH A No. 200 SIEVE.
REFER TO VTRANS CONSTRUCTION STANDARD D-20 FOR UTILITIES CROSSING VT HIGHWAYS



- NOTES:
- WATER VALVE LID SHALL HAVE "WATER" CAST INTO LID FROM MANUFACTURER.
 - WATER VALVE LID SHALL HAVE "OPEN LEFT" (COUNTERCLOCKWISE) ARROW CAST INTO LID FROM MANUFACTURER.
 - CONTRACTOR SHALL PROVIDE VALVE CENTERING DISK AND FOAM MUD PLUG FOR EACH VALVE BOX INSTALLED



- NOTES:
- HYDRANT SHALL BE FULLY EXPOSED, OPEN LEFT, AND HAVE (2) 3/4" NTS HOSE CONNECTIONS AND (1) 1/2" PUMPER CONNECTION. HYDRANT SHALL BE 5/8" MUELLER CENTURION 250. BRANCH PIPING SHALL BE 1\"/>



- NOTES:
- HORIZONTAL LEDGE REMOVAL LIMITS ARE SHOWN IN THE SECTION VIEW ABOVE AS VERTICAL PLANES EXTENDING FROM THE BOTTOM OF THE TRENCH TO THE SURFACE, DESIGNATED AS THE PIPE OUTSIDE DIAMETER PLUS ONE (1) FOOT BEYOND ON EACH SIDE (O.D.+2').
 - VERTICAL LEDGE REMOVAL LIMITS ARE SHOWN IN THE SECTION VIEW ABOVE AND IS DESIGNATED AS SIX-INCHES (6") DEEPER THAN THE BOTTOM OF PIPE ELEVATION AS SHOWN ON THE SITE PLANS & PROFILE. IF PIPE ELEVATIONS ARE NOT SHOWN, THE PIPE ELEVATION SHALL BE DETERMINED BY THE ENGINEER PRIOR TO REMOVAL. SHOULD THE CONTRACTOR FAIL TO ALERT THE ENGINEER PRIOR TO REMOVAL, THE CONTRACTOR FORFEITS ALL CLAIMS FOR PAYMENT OF THIS ITEM.
 - NO LEDGE REMOVAL BEYOND THE DESIGNATED LIMITS SHALL BE PAID TO THE CONTRACTOR, UNLESS OTHERWISE DETERMINED BY THE ENGINEER.

1438 SOUTH BROWNELL ROAD
WILLISTON, VERMONT 05495
PHONE: (802)862-6590
FAX: (802)862-1598

GREEN MOUNTAIN ENGINEERING
CIVIL WATER WASTEWATER

STATE OF VERMONT
ALAN HUIZENGA
REGISTERED PROFESSIONAL ENGINEER
NO. 6805

DESIGNED: JLS PLOT DATE: 7/23/21
DRAWN: JJB SCALE: 1" = 20'
CHECKED: AH DATE: JUL 2021

PROJECT: DOW POND AREA WATERLINE REPLACEMENT PROJECT
CLIENT: TOWN OF MIDDLEBURY, VERMONT

PROJECT NO. 29-013
DRAWING NO. 02
SHEET 2 OF 2

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST
Town of Middlebury - Dow Pond Waterline Replacement - Phase 2

Dow Pond Waterline Replacement			ENGINEER COST OPINION	
DESCRIPTION	UNIT	QTY.	UNIT	TOTAL
			PRICE	AMOUNT
A-1 - 12" DI Water Main	l.f.	317	\$130.00	\$41,210.00
A-2 - 6" DI Water Service	l.f.	12	\$65.00	\$780.00
A-3 - Polyethylene Pipe Encasement for DI Pipe	ea.	329	\$2.00	\$658.00
B-1 - 12" Gate Valve	ea.	1	\$2,500.00	\$2,500.00
B-2 - 6" Gate Valve	ea.	1	\$1,200.00	\$1,200.00
B-3 - Decommission Ex'g Water Mains	l.s.	1	\$2,000.00	\$2,000.00
B-4 - Water Main Interconnection	l.s.	1	\$1,000.00	\$1,000.00
B-5 - Hydrant Removal (not shown on plans, after decomm.)	ea.	1	\$1,000.00	\$1,000.00
C-1 - Rock Excavation	c.y.	1	\$150.00	\$150.00
C-2 - Excavation & Rep. of Unsuitable Material	c.y.	2	\$20.00	\$40.00
C-3 - Miscellaneous Below Grade & Extra Excavation	c.y.	16	\$32.00	\$512.00
C-4 - Boulder Excavation	c.y.	2	\$80.00	\$160.00
D-1 - Bituminous Concrete Pavement (Roadways)	s.y.	25	\$24.00	\$600.00
G-1 - Class "B" Concrete	c.y.	5	\$230.00	\$1,150.00
G-2 - Rigid Trench Insulation	s.f.	64	\$3.00	\$192.00
G-3 - Calcium Chloride for Dust Control	Ton	0.5	\$750.00	\$375.00
G-4 - Traffic Control Flaggers (included with VTrans contract)	Hrs.	0	\$25.00	\$0.00
G-5 - Erosion Control	l.s.	1	\$1,000.00	\$1,000.00

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST				
Town of Middlebury - Dow Pond Waterline Replacement - Phase 2				
Dow Pond Waterline Replacement			ENGINEER COST OPINION	
DESCRIPTION			UNIT	TOTAL
	UNIT	QTY.	PRICE	AMOUNT
H-1 - Bonds	I.s.	1	\$1,500.00	\$1,500.00
H-2 - Site Preparation and Miscellaneous Work	I.s.	1	\$4,400.00	\$4,400.00
TOTAL				\$60,427.00
			10% CONTINGENCY:	\$6,042.70
			TOTAL CONSTRUCTION:	\$66,469.70

NOTES:

1. This estimate does not include costs for roadway surface restoration (pavement) as this work is assumed to be incorporated into the VTrans Bridge Project.
2. This estimate does not include costs for Traffic Control and signage as this work is assumed to be incorporated into the VTrans Bridge Project.

Certificate Of Completion

Envelope Id: CA5F77616C29481F88C58FBD26E51D83	Status: Sent
Subject: Please DocuSign: UT0278_Middlebury STP 021-1(37).pdf, 01 Site Plan.pdf, 02 Details.pdf, OPCC Do...	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Jeffrey Brunet
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	One National Life Drive - Dewey Building
	Montpelier, VT 05620-2001
	Jeffrey.Brunet@vermont.gov
	IP Address: 174.83.18.108

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Signer Events

Gordon Landrigan
 Gordon.Landrigan@vermont.gov
 AAG
 SOV
 Signing Group: AOT - Legal Team
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
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 Gordon.Landrigan@vermont.gov
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Timestamp

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 Signed: 5/18/2022 4:17:38 PM

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Kathleen Ramsay
 kramsay@townofmiddlebury.org
 Town Manager
 Town of Middlebury
 Security Level: Email, Account Authentication (None)

Sent: 5/18/2022 4:17:40 PM
 Viewed: 6/13/2022 10:22:39 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/13/2022 10:22:39 AM
 ID: f40eb541-5038-4f54-9eb3-016c68454c02

Joe Flynn
 joe.flynn@vermont.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Dan Werner

dwerner@townofmiddlebury.org

Security Level: Email, Account Authentication
(None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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5/16/2022 10:22:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact AOT Agency of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: SOV.DocuSign@vermont.gov

To advise AOT Agency of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at SOV.DocuSign@vermont.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to SOV.DocuSign@vermont.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. Copy charge 0.10 cents per page for paper copies, billed upon delivery.

To withdraw your consent with AOT Agency of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to SOV.DocuSign@vermont.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify AOT Agency of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by AOT Agency of Transportation during the course of your relationship with AOT Agency of Transportation.