

**Agenda Summary**  
**March 13, 2024**

**Agenda Item No. B-8**

**Bid Results & Contract Award – Rec Path Parking Lot Sewer Replacement Project**

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**Summary:** The Rec Path Parking Lot Sewer Replacement proposes to complete the replacement of an original 6” clay tile former Village collector sewer serving buildings on the north side of Main Street. Western segments of this sewer were previously replaced by the Town with the Vault project behind the Akeley building and by the developer of the 109 Main Street project behind 91 and 109 Main Street. A portion of the project crosses the NW corner of the Stowe Community Church property at 137 Main St. The Town has secured the necessary easement from the Church for this portion of the work. A copy of the Easement is enclosed for possible acceptance. The remainder of the project is on Town property. The project requires modifications to existing storm drainage and pavement repairs. It is also proposed to stabilize the disturbed slope between the Church parking and Rec Path parking driveway with stone. Bid Drawings depicting the design scope of the project are also enclosed.

On February 15, 2024, the Town received sealed bids for the project with the following results:

<b>Bidder</b>	<b>Total Bid</b>
Walker Construction, Inc.	\$89,375.00
Manufacturing Solutions, Inc.	\$106,500.00
Dale E. Percy, Inc.	\$172,420.00
Kingsbury Companies, LLC	\$204,000.00
N.A. Manosh, Inc.	\$283,633.00

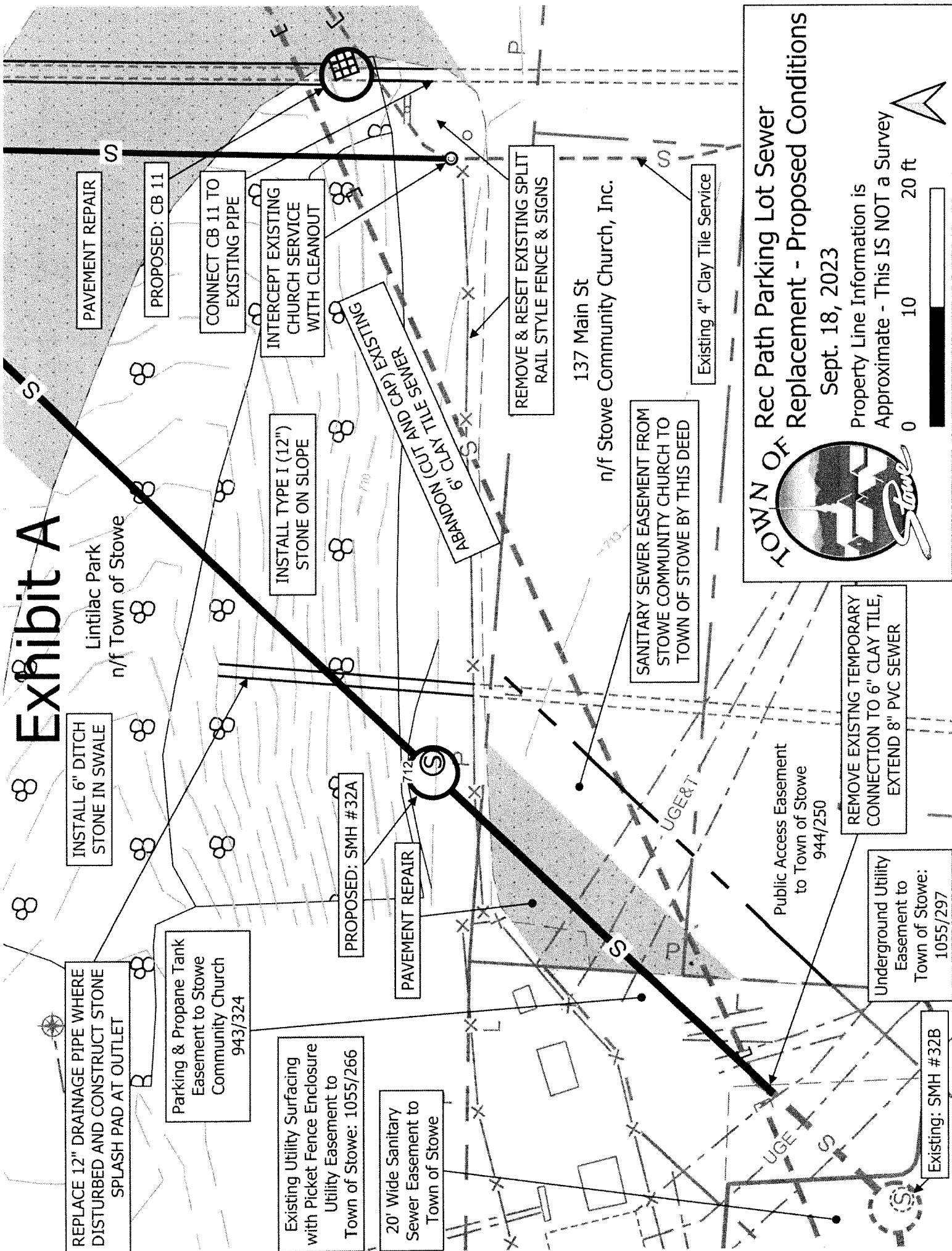
These bids were surprising and reflective of the currently challenging bid environment. Contractor backlogs, higher material costs, and low labor availability are negatively influencing recent bids. A recent VTrans bid for culvert replacement under Rte. 15 had similar surprisingly high and scattered results. The low bid is 78% over the \$50,000 budgeted for this relatively small project. Staff consulted with both Walker and Percy regarding their bids. Walker was comfortable with their bid and their ability to complete the work within the required schedule (completion by May 24<sup>th</sup>). Percy indicated that they are very busy, and they anticipated significant additional pavement repairs would be required for their proposed excavation methods. Staff considered recommending rejection of the bids and delaying this effort. However, upon review of the most recent video inspection of the subject sewer, numerous conditions of concern are known to exist that compromise the pipe integrity and sanitary connection. Annotated photos depicting these conditions of concern are also enclosed. Public Works recommends proceeding with the work as we are not convinced all sewer flow is getting the Town’s intercepting sewer.

**Town Plan Impact:** N/A

**Fiscal Impact:** With a 10% contingency and the low bid, an updated Total Cost Estimate for the project is \$100,000. An additional appropriation of +\$50,000 from the Sewer Capital Fund reserves would be required. The Unallocated Sewer Capital Fund balance through January 2024 is \$951,143.

**Recommendation:** Move to accept the sewer easement over the property at 137 Main Street and authorize recording in the Stowe Land Records, appropriate an additional \$50,000 from the Sewer Capital Reserve Fund, award the bid for the Rec Path Parking Lot Sewer Replacement to Walker Construction, Inc. in the amount of \$89,375 and, to authorize the Town Manager to sign the Agreement on behalf of the Town.

# Exhibit A



**TOWN OF Stowe**

**Rec Path Parking Lot Sewer Replacement - Proposed Conditions**

Sept. 18, 2023

Property Line Information is Approximate - This IS NOT a Survey

0 10 20 ft

REPLACE 12" DRAINAGE PIPE WHERE DISTURBED AND CONSTRUCT STONE SPLASH PAD AT OUTLET

Parking & Propane Tank Easement to Stowe Community Church 943/324

Existing Utility Surfacing with Picket Fence Enclosure Utility Easement to Town of Stowe: 1055/266

20' Wide Sanitary Sewer Easement to Town of Stowe

INSTALL 6" DITCH STONE IN SWALE

Lintiac Park n/f Town of Stowe

PROPOSED: CB 11

CONNECT CB 11 TO EXISTING PIPE

INTERCEPT EXISTING CHURCH SERVICE WITH CLEANOUT

INSTALL TYPE I (12") STONE ON SLOPE

PROPOSED: SMH #32A

PAVEMENT REPAIR

ABANDON (CUT AND CAP) EXISTING 6" CLAY TILE SEWER

REMOVE & RESET EXISTING SPLIT RAIL STYLE FENCE & SIGNS

137 Main St n/f Stowe Community Church, Inc.

Existing 4" Clay Tile Service

SANITARY SEWER EASEMENT FROM STOWE COMMUNITY CHURCH TO TOWN OF STOWE BY THIS DEED

Public Access Easement to Town of Stowe 944/250

REMOVE EXISTING TEMPORARY CONNECTION TO 6" CLAY TILE, EXTEND 8" PVC SEWER

Underground Utility Easement to Town of Stowe: 1055/297

Existing: SMH #32B

Lintilac Park  
a/k/a Rec Path Parking Lot  
Town of Stowe

CONSTRUCT STONE  
SPASH PAD AT EXISTING  
DRAINAGE OUTLET

INSTALL SILT FENCE BEYOND  
LIMITS OF PRIMARY DISTURBANCE

EXTEND 12" DRAINAGE TO PAST EXISTING  
SEWER MAIN AND CONSTRUCT SWALE TO  
ALLOW FOR DRAINAGE.  
INV: 695.2'  
CONSTRUCT STONE SPLASH PAD AT OUTLET

INSTALL TEMPORARY  
SEDIMENTATION BASIN

PROJECT BENCHMARK  
TOP OF CONCRETE AT NORTHEAST  
CORNER OF SWITCHGEAR VAULT  
ELEV = 713.4'

Existing Utility Surfacing with  
Picket Fence Enclosure  
Utility Easement to  
Town of Stowe: 1055/266

SANITARY SEWER  
EASEMENT FROM STOWE  
COMMUNITY CHURCH

Existing Drainage Outlet  
12" CMP: inv: 702.5'

PROPOSED: CHIMNEY CONNECTION  
WITH CLEANOUT SMH #32-2  
SEE DETAILS S6 & S4  
TOP: 6" ABOVE GRADE  
MAINTAIN 4' COVER OVER SERVICE

Existing: SMH #32  
Existing Rim: 696.7' PROPOSED RIM: 699.2'  
In1: 10" ACP, inv: 686.6'  
In2: 8" ACP, inv: 686.7'  
Out: 10" ACP, inv: 686.5'  
PROPOSED INSTALL OF NEW INTERIOR DROP INLET.  
8" INV IN: 690.3' WITH 6" VERTICAL  
REPLACE AND RAISE WATERTIGHT FRAME AND COVER

REPLACE 12" DRAINAGE PIPE WHERE  
DISTURBED AND CONSTRUCT STONE  
SPASH PAD AT OUTLET

PROPOSED: SMH #32A  
48" DIAMETER STRUCTURE  
RIM: 712.3'  
8" IN, INV: 706.0' WITH INTERIOR DROP  
8" OUT, INV: 699.5'

INSTALL 6" DITCH  
STONE IN SWALE

INSTALL 89 LF OF 8" @ 10.3%

PAVEMENT REPAIR

INSTALL 57 LF OF 6" @ 12.0%

INSTALL 69 LF OF 18" @ 12.0%

20' WIDE SANITARY SEWER  
EASEMENT FROM 109 MAIN LLC

IF CONCRETE IS DAMAGED,  
REPLACE ENTIRE PAD TO  
CURB AND RESET BIKE RACK

CAP EXISTING CLAY  
TILE PIPE IF NEEDED

INSTALL 38 LF OF 8" @ 1.8%

PAVEMENT REPAIR

INSTALL TYPE I (12")  
STONE ON SLOPE

ABANDON (CUT AND CAP) EXISTING  
6" CLAY TILE SEWER

GUT AND CAP AT MAIN  
REMOVE TREES AS NECESSARY

Existing: SMH #32G  
Private Grease Trap  
Rim: 713.4'

Existing: SMH #32B  
Rim: 713.7'  
8" in, inv: 706.9'  
8" out, inv: 706.8'

REMOVE EXISTING TEMPORARY  
CONNECTION TO 6" CLAY TILE,  
CONNECT 8" PVC SEWER, INV: 706.7'  
CONNECTION WITH BELL END OF  
PIPE OR SOILD SLEAVE

PROTECT EXISTING  
COMMUNICATIONS CONDUITS,  
SEE PHOTOS AND PROFILE

REMOVE & RESET EXISTING SPLIT  
RAIL STYLE FENCE & SIGNS

PROPOSED: CB #11  
48" DIAMETER STRUCTURE  
RIM: 710.4' - RIM 1/2" BELOW ASPHALT  
12" IN, INV: 706.0'  
18" OUT, INV: 703.3'

CONNECT CB 11 TO EXISTING CMP  
WITH STUB OF NEW 12" PIPE

109 Main St  
n/f 109 Main LLC

Underground Utility  
Easement to  
Town of Stowe:  
1055/297

Existing: Catch Basin 2  
Rim: 713.0'  
Out 12" CMP, inv: 709.1'

6" Fire Service for Stowe  
Community Church (not  
presently connected to building)

Estimate  
Edges of Conduit

Existing: Catch Basin 1  
Rim: 713.0'  
Out 12" CMP, inv: 709.1'

Existing Sewer Cleanout  
SMH #32-4

Public Access Easement  
to Town of Stowe  
944/250

151 Main St  
n/f Midas  
Enterprises Inc

181 Maple St  
n/f Brendan Bradley  
2013 Trust

137 Main St  
n/f Stowe Community Church, Inc.



# Rec Path Parking Lot Sewer Replacement - Plan

SHEET: 2 OF 5

DRAWN: KVO

SCALE: 1" = 10'

DATE: 1/11/2024

CHECKED: HJS

PROJECT NUMBER: 23044



Print Date: Jan. 11, 2024

## Stills from Video Inspection of Sewer Pipe



46 ft: offset pipe with exposed soil



58 ft: Roots entering pipe between pipe segments, typical of 6 locations



126 ft: Major offset with exposed soil, camera could not pass this location (aprx. 5/6 of pipe inspected)

## EASEMENT DEED

**KNOW ALL PERSONS BY THESE PRESENTS** that **Stowe Community Church, Inc.**, a domestic non-profit corporation, with its principal place of business in Stowe, in the County of Lamoille and State of Vermont, hereafter referred to as Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby **GIVE, GRANT, BARGAIN, SELL, AND CONVEY** unto the **TOWN OF STOWE**, a Vermont municipality situated in the County of Lamoille, State of Vermont, hereinafter referred to as the Grantee, and its successors and assigns forever, a permanent easement and right of way over, across, upon, under or through Grantor's lands and premises located in the Town of Stowe, County of Lamoille and State of Vermont, described as follows, viz:

Being a temporary easement for the construction of and a permanent easement having a uniform width of twenty (20) feet centered on the as-built location of certain pipes, fittings and manholes for the transmission of sanitary sewage as part of the Grantee's public sewer collection system (the "sewer"), to be constructed, operated, maintained, repaired and replaced across the northwest corner of the Grantor's property. Said sewer and easement shall be as depicted on a drawing entitled "Rec Path Parking Lot Sewer Replacement – Proposed Conditions", dated September 18, 2023, by the Town of Stowe - Exhibit A attached hereto.

The Grantee shall restore any land disturbed as a result of such activities to the condition of such land immediately prior to the commencement of such activities. The temporary easement shall end upon issuance of final completion of construction by the Grantee.

The lands and premises of Grantor subject to and encumbered by the above-described easement are all and the same lands & premises conveyed to Grantor by Deed of the Trustees of and for Unity Church Society to The Community Church Society Incorporated of Stowe, Vermont, dated September 27, 1920, and recorded in Book 27, Page 402 of the Land Records of the Town of Stowe.

Together with an easement for general access to the sewer utilities; provided that such access shall be limited to times of construction or maintenance activities, and Grantee shall restore any land disturbed as a result of such activities to the condition of such land immediately prior to the commencement of such activities.

Grantor, its successors and assigns, shall have the right to make use of the Property that is subject to this easement to the extent such use is not inconsistent with the use of the easement by the Grantee, or which shall prevent or unreasonably interfere with the Grantee's ability to exercise its rights granted hereunder. To that end, Grantor agrees not to allow or approve of the location of underground utilities or structures within the herein conveyed easement area, and Grantor, its successors and assigns shall not erect, construct, affix or install any permanent or semi-permanent improvements or plant any trees on or within the boundaries of the easement.

TO HAVE AND TO HOLD said granted premises, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its own use and behoof forever; and the Grantor, its successors and assigns, do covenant with the Grantee, its successors and assigns, that until the ensembling of these presents it is the sole owner of the easement premises and have good right and title to convey the same in the manner aforesaid, that it is FREE FROM EVERY ENCUMBRANCE; and it hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, STOWE COMMUNITY CHURCH, INC. has caused this instrument to be sealed and subscribed by her this 1 day of February, 2024

Christina L. Derenzo  
STOWE COMMUNITY CHURCH, INC.  
(President)

STATE OF VERMONT  
LAMOILLE COUNTY, SS

On this 1<sup>st</sup> day of February 2024, personally appeared Christine L. Derenzo, Duly Authorized Agent of **STOWE COMMUNITY CHURCH, INC.**, and to me known to be the person who executed the foregoing instrument, and he/she acknowledged this instrument, by his signed, to be his free act and deed of **Stowe Community Church, Inc.**

Before me, Mary S. Black  
Notary Public  
My Commission Expires: 01/31/2025  
Commission No. 0006003

