

WORK AGREEMENT

By and between Customer, Contractor, and Town of Halifax

Draft: May 22, 2024

Whereas _____ (“Customer”)

is/are the owner(s) of property located at _____
in the town of Halifax VT (“the Premises”) and

Whereas Customer requires construction of underground conduit or modification, refurbishment, or repair of existing underground conduit (individually or together, “the Services”) as a prerequisite for obtaining a connection to an Internet service provided by Deerfield Valley Communications Union District d/b/a DVFiber (“DVFiber”) at the Premises, and

Whereas the town of Halifax (“Town”) has established a program to provide the Services to residents who own property where the services are required but may be unaffordable (“the Program”), and

Whereas Town has donated \$50,000 to DVFiber for the purpose of accomplishing the Program and has obtained DVFiber’s agreement to compensate Contractor for work approved by Town to accomplish the Program up to a total limit of \$50,000, and

Whereas _____ (“Contractor”) wishes to perform the Services in accordance with the structure of the Program as established by the Town,

Now therefore Customer, Contractor, and Town agree as follows:

1. Parties. Customer, Contractor, and Town are the parties to this Work Agreement.
2. Access to Premises. Customer authorizes Contractor and Contractor’s employees, subcontractors, and representatives to enter the Premises for the purposes of surveying the site, meeting with Customer, and providing the Services. Customer authorizes Town and Town’s representative(s) to enter the Premises for the purposes of surveying the site, meeting with Contractor and/or Customer, and inspecting Contractor’s work to provide the Services.
3. Description of Premises. Customer affirms that the origination and termination points of existing wired connections to electrical and/or telecommunications utilities whether on off the Premises are as indicated in Schedule B and the accompanying hand-drawn map. Customer affirms that the locations and descriptions of all underground utilities that currently exist between the origination and termination points of electrical and telecommunications utilities whether on or off the Premises are listed in Schedule B.

4. Required Modifications. Contractor affirms it has surveyed Customer's location at the request of Town, has made reasonable efforts to invite a representative of Town to participate in the survey, and has documented in Schedule A the Services that will result in modification(s) to the Premises.

5. Scope of Work. Contractor agrees to provide the Services listed in Schedule A at the Premises. Contractor shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform and complete the Services in a good and workmanlike manner. Contractor will provide the Services in accordance with reasonable and customary industry practices, including but not limited to conformance with DigSafe protocols. Contractor warrants that Contractor's actions to construct, refurbish, repair or modify conduit shall result in a conduit path that conforms with requirements set by DVFiber for customer connections. Contractor shall take reasonable care to avoid unnecessary alteration of the conditions or appearance of the Premises. Contractor shall restore any sections of turf grass that are dug up by smoothing the area, planting contractor grade mixed grass seed, and covering this area with straw. At customer's option, Contractor will use permanent methods to restore any sections of asphalt paving that must be dug up and are listed in Schedule A. Contractor will not be responsible for any other restoration of the Premises.

6. Customer's Authorization. Customer authorizes Contractor to make modifications to the Premises as required to provide the Services listed in Schedule A.

6.1. Customer understands and agrees that modifications to the Premises may include activities that may alter the pre-existing conditions or appearance of the Premises including digging a trench between the existing origination and termination locations of electrical and/or telecommunications utilities, entering a probe into existing telecommunications conduit, digging a trench to expose certain sections of existing telecommunications conduit, removing and replacing damaged sections of conduit, attaching newly constructed conduit to an existing structure on the Premises, and other related activities.

6.2 Customer understands and agrees that the path between the origination and termination points of new or existing telecommunications conduit may necessarily pass under stonework, ornamental plantings including but not limited to flowers and shrubs, or other vegetation in which case Customer is responsible for restoring the condition or appearance of these elements of the Premises to the customer's satisfaction and Contractor and Town are not responsible for these elements of the restoration.

7. Underground Utilities. Customer understands and agrees that Contractor will maintain certain distances from underground utilities when making modifications to the Premises as necessary to conform with legal statutes, industry codes and standards, and any other normal standards and practices applied by Contractor to ensure safety and prevent unintended damage in Contractor's sole judgment. Customer understands and agrees that Contractor may discontinue work in progress and not complete that work or any other work if any underground

utility not listed on Schedule B is found closely adjacent to the area in which work is to be performed.

8. Customer's Financial Responsibility. Customer agrees to pay to Contractor the amount of

\$_____ before Contractor commences work to provide the Services. Town will refund this amount to Customer if Contractor's work to provide the Services as described in Schedule A cannot reasonably be completed in the sole judgment of Town, provided, however, that no refund will be issued if Contractor discovers an underground utility that is not listed and described on Schedule B or if Customer instructs Contractor to stop work before it is completed.

9. Town's Authorization. Town affirms it has authorized Contractor to provide the Services listed in Schedule A at the Premises. Town affirms it has obtained DV Fiber's agreement to pay the cost of the Services provided by Contractor less the amount to be paid by customer if any as indicated in paragraph 8 above provided that Contractor's work is performed only at the Premises, is accepted as complete by Customer or Town or is discontinued pursuant to paragraph 7, in which case only costs of work completed to date will be paid, and is invoiced as described in paragraph 11 below.

10. Verification of Completion. Upon completion of Contractor's work, Customer shall verify the Services have been provided to Customer's reasonable satisfaction.

10.1 Contractor agrees to obtain Customer's written verification of completion, preferably by signature in the box marked "Verification of Completion" at the bottom of this Work Agreement or alternatively by other written notification.

10.2 In the event that Contractor cannot obtain Customer's verification of completion through reasonable effort within 30 calendar days after completion, Contractor may request Town to verify completion. In this case, Town may inspect the work and confer with Contractor and Customer to resolve any disagreement or, if Customer cannot be contacted expeditiously or Customer can be contacted but withholds approval unreasonably in the sole judgment of Town, Town may inspect the work, confer with Contractor only, and verify completion in its sole judgment without recourse by Customer.

11. Insurance. Contractor shall maintain a policy of Workers Compensation insurance to meet the requirements of the Workers' Compensation laws of Vermont where applicable; a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed or authorized to do business in the State of Vermont, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and motor vehicle insurance meeting the requirements of Vermont law and covering every vehicle and driver involved in providing the Services, in the following amounts: (1) bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident; (2)

property damage liability with a limit of \$100,000 each accident. Certificates of Insurance evidencing such insurance coverage shall be provided to Town or Customers upon request. Signature page and Schedules A and B follow below.

12. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

13. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont. Should any portion of this agreement be found to be unlawful, the remaining lawful provisions shall remain in effect.

Acceptance of Work Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written. Below.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

Name	Signature	Date
Customer		
Contractor		
Town of Halifax		

Verification of Completed Work

Customer to verify completion of work by signature below:

Name	Signature	Date
Customer		
	Premises Code:	

Schedule A: Services Provided by Contractor

Premises Code: _____

Contractors' Services:	Estimated Units / Costs			
	Units	Quantity	Unit Cost	Extended Cost
1. Site survey	n/a	1	n/c	n/a
2. Construct new conduit	Per Ft.		\$	\$
3a. Clear existing conduit and install mule tape	Per conduit		\$	\$
3b. Clear existing conduit and install mule tape	Per Ft.		\$	\$
4a. Connect 2 adjacent conduit sections - labor	Per hour		\$	\$
4b. Connect 2 adjacent conduit sections - materials	Per connection		\$	\$
5a. Repair section(s) of existing conduit - labor	Per hour		\$	\$
5b. Repair section(s) of existing conduit - materials	Per repair		\$	\$
6. Restore asphalt above trench	Per foot		\$	\$
7. Non-standard site conditions (describe)				\$
Total Estimated Cost				\$

Preapproval by Town

Verification by Town

Town of Halifax Representative

Date

Schedule B: Underground Utilities on Customer's Premises

Premises Identifier:	_____	
Date, Was Customer Present	_____	
Underground Utilities on Premises:	Yes/No, Notes	Map Key
Electrical Utility Conduit		EC
Electrical pole, pedestal		E1
Electrical entrance point (home, outbuilding)		E2
Telecommunications Utility Conduit		TC
Telecommunications utility wire, buried		TB
Telecommunications pole, pedestal		T1
Telecommunications entrance point (home, outbuilding)		T2
Underground propane storage tank		PTK
Underground propane pipe		PP
Generator		EG
Electrical wire to/from generator		EWG
Underground oil storage tank		OTK
Underground oil pipe		OP
Septic tank		STK
Septic leach field		SLF
Septic pipe from building to tank		SP
Electrical wire to septic system		EWS
Well		W
Electrical wire to well pump		EWW
Light pole or other permanent item		LPO
Electrical wire to light pole or other		EWPO
Other		
Other		

Schedule B: Rough Map

Premises Identifier: