

# GREEN MOUNTAIN ENGINEERING, INC.

1438 South Brownell Road  
Williston, VT 05495  
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June 29, 2009

Selectboard c/o Mr. Jon Kart  
Town of Richmond  
P.O. Box 285  
Richmond, VT 05477

RE: Engineering Services Agreement for Study & Report Phase and Final Design Phase  
Richmond Village Infrastructure Rehabilitation  
Engineer's Project No. 19-002

This AGREEMENT is written pursuant to the Town of Richmond, Vermont's (OWNER) request for Green Mountain Engineering, Inc., (ENGINEER) to provide professional engineering services as outlined below.

## **SCOPE OF SERVICES**

Professional engineering services are to be performed by the ENGINEER as detailed in **Attachment No. 1** of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

## **BASIS OF COMPENSATION**

For services performed under this AGREEMENT, the CLIENT agrees to compensate the ENGINEER as follows:

### I. Basic Services –

A.	Study and Report Phase:		
	Water Infrastructure	\$30,190.00	(LS)
	Sewer/Storm Infrastructure	\$ 7,690.00	(LS)
	Additional Surface Improvements	\$ 7,000.00	(LS)
B.	Final Design Phase:		
	Water Infrastructure	\$91,790.00	(LS)
	Sewer/Storm Infrastructure	\$82,365.00	(LS)
	Additional Surface Improvements	\$58,620.00	(LS)

II. Field Surveys –		
Water Infrastructure	\$15,870.00	(NTE)
Sewer/Storm Infrastructure	\$ 8,795.00	(NTE)
Additional Surface Improvements	\$ 2,500.00	(NTE)
III. Subsurface Investigations / Locating –		
Water Infrastructure	\$ 3,180.00	(NTE)
Sewer/Storm Infrastructure	\$ 2,500.00	(NTE)
Additional Surface Improvements	\$ 5,000.00	(NTE)
IV. Special Services –		
A. Environmental Assistance:		
Water Infrastructure	\$46,450.00	(NTE)
Sewer/Storm Infrastructure	\$46,450.00	(NTE)
Additional Surface Improvements	\$ 2,500.00	(NTE)
B. Permit Assistance:		
Water Infrastructure	\$26,200.00	(NTE)
Sewer/Storm Infrastructure	\$23,510.00	(NTE)
Additional Surface Improvements	\$17,150.00	(NTE)
V. Additional Services –		
A. R.O.W. Assistance / Land Issues:		
Water Infrastructure	\$ 6,820.00	(NTE)
Sewer/Storm Infrastructure	\$ 6,730.00	(NTE)
Additional Surface Improvements	<u>\$14,090.00</u>	(NTE)
Total amount of items to this AGREEMENT		<u>\$506,080.00</u>

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the CLIENT will be limited to the lump sum fee indicated for each LS work item above.

Not-To-Exceed Services (NTE): A Fee based on expenses incurred in the interest of the Project, to include direct labor equal to the actual salaries of personnel, overhead expense of 1.75 times direct labor and profit of 20% of direct labor and overhead, plus reimbursable expenses per **Attachment No. 3**. The cost to the CLIENT will be at or below the NTE fee indicated for each work item above.

All invoices/bills (see **Attachment No. 5**) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each invoice/bill. All invoices/bills to the OWNER will be formatted to comply with the current State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.

It is understood that the ENGINEER's labor rates are adjusted annually in January, and that the fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to **Attachment No. 2 – Schedule of Fees**, **Attachment No. 3 – Reimbursable Expenses** and **Attachment No. 4 – Level of Effort**

### **TERMS AND CONDITIONS**

Refer to **Attachment No. 6** for the **Terms and Conditions** that govern this AGREEMENT and any fully executed Amendment(s).

### **EXECUTED AGREEMENT**

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

### **DURATION OF SERVICES**

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within 365 consecutive calendar days.

**OFFER OF PROFESSIONAL ENGINEERING SERVICES**

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment Nos. 1 through 6, for the compensation and duration specified.

**GREEN MOUNTAIN ENGINEERING, INC.**

  
\_\_\_\_\_  
( signature )

By: Alan Huizenga, P.E.

Title: President

Dated: June 29, 2009

**OWNER ACCEPTANCE**

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

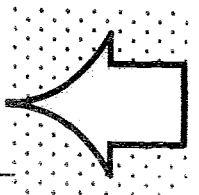
The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1 through 6.**

OWNER: Town of Richmond, Vermont

  
\_\_\_\_\_  
Authorized Representative

7/6/09  
\_\_\_\_\_  
Date of Execution



  
\_\_\_\_\_  
Witness to Signature

Executed in Duplicate

**ATTACHMENT NO. 1**

**SCOPE OF SERVICES**

**INTRODUCTION**

The OWNER is planning to construct various infrastructure improvements in the Village area of Richmond, Vermont for the purpose of correcting deficiencies in the existing water, sewer, storm drain and street scapes.

The proposed project includes the following:

Phase I and Phase II services for the following project areas (as further detailed in the 12/19/08 RFP and in additional places in this Agreement):

Contract No.1: Pleasant Street

Contract No.2: Depot Street

Contract No.3: Cochran Road

Contract No.4: Millet / Tilden / Baker Street

Contract No.5: Jericho Road / School Street

Contract No.6: East Main Street

Contract No.7: Bridge Street: North End

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services to prepare Feasibility Report(s) and Preliminary Design, Final Design Plans, Bid and Contract Documents for the construction of water, sewer, storm drain and surface enhancements for the above-outlined Contract areas.

This scope of services is partially based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF and DWSRF) and/or Grant for this project.

## **SCOPE OF SERVICES**

The ENGINEER will perform the following scope of services.

### **PHASE I – PROJECT DEFINITION PROCESS**

#### **Project Definition Process**

Prior to the initial site visit and pre-design conference, the Consultants will meet to review the concepts and proposed design elements in existing Town documents, including but not limited to:

- 2006 Green Mountain Engineering Subsurface Report;
- 2008 ESPC Streetscape and Sidewalk Improvement Report; and
- Other studies as available and appropriate.

#### **1. Project Initiation:**

The Consultants will attend an initial site visit and pre-design conference to discuss the project and design criteria. The Town of Richmond will organize the meeting. It is our understanding that the Town will document and distribute minutes of the meeting to all attendees.

#### **2. Preferred Alternatives Investigation:**

The Consultants will investigate alternatives for subsurface infrastructure improvements. Feasible Alternatives analysis, where necessary, will include a narrative describing the advantages and disadvantages of each option, as well as a recommendation for selection.

Consideration of final roadway widths, parking orientation, and pedestrian and bicycle traffic will present challenges to the designers.

#### **3. Alternatives Presentation Meeting:**

The Consultants, in cooperation with the Town, will organize and facilitate a public meeting to present the alternatives reviewed, and allow for input and comment from the community. A summary of the public discussion will be prepared for distribution.

#### **4. Preferred Alternative Selection:**

Following the public meeting, the Consultants will compile a comprehensive document for submission to the Town, VT AOT and VT ANR identifying the preferred alternatives with a clear explanation for selection. Input and concurrence by the Town will be part of this submission.

#### **5. Topographic Survey / Field Work:**

All work will conform to current standards for the practice of Land Surveying as developed and adopted by the Vermont Board of Land Surveyors. We anticipate the following tasks:

##### **a). Research**

Record search to confirm status of applicable road rights-of-way. Recover records and data from various sources as required, including town records, other surveyor's files, and interviews with neighboring owners or persons with particular local knowledge. Review any existing VTAOT plans, and research adjoining parcels for current ownership.

##### **b). Field Survey – Data Collection**

Collection of field data sufficient enough to produce two foot contour intervals within the areas specified in the RFP and further clarified by e-mail correspondence with the Town Administrator

Reconnaissance of physical evidence pertinent to the road rights-of-way, and collection of field data including significant features within the road rights-of-way in accordance with the 12/19/08 RFP.

Coordination with underground locating contractor to locate markings. Horizontal datum will be based on NAD83 and vertical datum will be based on NAVD88.

The extent of topographic survey is described as follows:

1. Jericho Road & School Street ("topo" survey by BPLS 2008, 3,100 LF +/-)
2. West Main Street (from Baker St. to Bridge St, 600 LF +/-)
3. East Main Street (from Bridge St. to Fire Station, 1,500 LF +/-)
4. Millet / Tilden / Baker (connect to culvert on Jericho Rd., 2,000 LF +/-)
5. Bridge Street (from Main St. to Bridge St. bridge, 1,500 LF +/-)

6. Depot Street (from Bridge St. to end of Depot St., 500 LF +/-)
7. Pleasant Street (from Bridge St. to end of Pleasant St., 500 LF +/-)
8. Cochran Road (from Bridge St. to cemetery, 2,400 LF +/-)

**c). Field Survey – Boundary Tasks**

The Consultants will be responsible for identifying, on the topographic base plan, areas in which observable and/or marked underground utilities fall outside of established road rights-of-way.

Our experience in the Richmond Village area is that there are a number of sewer collection lines, serving multiple residences and/or commercial buildings, which may run underground, across private property - in some cases, existing lines may not be currently benefitted by permanent easements. These situations will only be uncovered as the field survey and record research portion of the project evolves and engineering decisions are made as to whether or not the existing lines should be abandoned.

It should be noted that easement plats that meet standards set forth by the VT Board of Land Surveyors may require extensive research and field work to the point at which affected parcel boundaries can be re-established, in order to properly depict (and describe) a proposed easement. As written in Section C, #6 of the RFP, "The Town will be responsible for appraisals, negotiations and completing acquisitions." The Consultants will work closely with the Town of Richmond and Town Counsel to review any issues concerning easements or conflicts.

**d). Office Tasks**

Reduction of field data, drafting, and calculations to produce working drawings. Analysis of research and field information, right-of-way conclusions, and final R-O-W plan preparation showing result of survey and supporting data.

It is anticipated that, in order to comply with the proposed project schedule, a majority of the topographic survey, as well as field work associated with identifying and locating the 36 private sewer lines, will need to be accomplished during Summer 2009.



## **6. Conceptual Plans Development (25%):**

Utilizing the overall base plans developed from the topographic survey, the Consultants will produce conceptual plans (25%) for the approved preferred alternative for each of the project areas. In addition, a preliminary Opinion of Probable Construction Cost will be developed for each anticipated construction contract.

Conceptual Plans will address specific areas of concern. For example, the 2006 Subsurface Planning Study by GME identified the 12-inch diameter vitrified clay sewer which runs down Bridge Street from Route 2 to Volunteers Green, a run of approximately 1,500 feet without a manhole, as a critical sewer which, upon back-up or failure, could have a negative effect on business, transportation and public health.

The Consultants will prepare a detailed hydraulic analysis of the Town's water system using MikeNet® or WaterCAD® and develop recommendations and design for pipeline sizes based on this analysis.

The Consultants will build on the information gathered and augment with any updates or changes required. We will compile a full inventory of pipelines, storage facilities, source information and current ISO information to assure an accurate hydraulic model of the existing system.

The Consultants will conduct the analysis with the understanding that any recommended upgrades will meet the requirements of the Vermont Agency of Natural Resources and the recommendations of the ISO and local planning documents as well as the stated goals for the system.

The Consultants will use the existing system analysis and make "virtual" upgrades to the system via computer modeling to provide alternatives for system upgrades including pipelines and storage options to move toward bringing the system into compliance with regulations, recommendations and stated system goals.

GME's 2006 Subsurface Planning Study identified thirteen (13) general areas of the distribution system with an assessment of the condition of each and recommendations for various upgrades.

Consideration of the adequacy of existing, and design of new, traffic control devices and provision of exclusive turning lanes will provide physical definition to the intersection of Main Street and Bridge Street.

Consideration of stormwater improvements will also be necessary. As stated in the 2006 Subsurface Planning Study by GME: "In 2003, a section of the main 3'x5' stone box culvert crossing Route 2 on West Main Street was replaced as part of the 'West Main Street Enhancement' Project." It will be important to perform a study of the watershed / stormwater system and recommend upgrades to ensure the existing system can sustain runoff from appropriate design storms.

## **7. Environmental Impacts**

The Consultants may assist the Town in meeting the requirements of National Environmental Policy Act (NEPA) by providing supporting plans and information.

Allowances were included in the Cost Proposal for utilizing the services of specialty subcontractors to prepare a Categorical Exclusion (CE) Environmental Analysis Sheet.

The Environmental Subconsultant(s) will identify and map jurisdictional wetlands and other waters of the United States (streams) in the water and sewer service area rights-of-way (i.e., within defined project boundaries along waterlines and sewer lines). Wetland boundaries and stream centerlines (or tops of banks) will be flagged and surveyed by the Project Consultants for addition to project plans. Documentation in the form of US Army Corps of Engineers dataforms will be provided for representative wetlands on the overall project (not for each individual wetland).

Sufficient information will be gathered for each wetland and stream to complete the Categorical Exclusion Environmental Analysis Sheet Section 3) Water Quality: Rivers or Streams, Wetlands, and 401 Water Quality Permit; and Section 4) U.S. Army Corps of Engineers Section 404 Permit.

The Subconsultant(s) will review data and inspect the project area for any occurrences of rare, threatened, or endangered (RTE) species, significant natural communities, or critical wildlife habitat. Boundaries of any populations of RTE species and/or of any significant natural communities will be flagged for survey and addition to the project plans.

Sufficient information will be gathered to complete the Categorical Exclusion Environmental Analysis Sheet Section 6) Threatened and Endangered Species and Habitat, and to advise the Town of Richmond in regard to these other resources.

The scope of archeological and historic preservation review by the Archeological Subconsultant(s) is based on the following assumptions:

- It is assumed that all work will take place within the existing roadways, with the exception of previously defined streetscape work defined in the previous ARA study (HAA, Inc., 2008).
- Work will include Archeological Resource Assessment review and Historic Preservation review for areas not included in the previous ARA study (HAA, Inc., 2008) as outlined in the RFP.
- Potential Phase IB archeological reconnaissance survey will consist of 50 shovel test pits and one backhoe trench.
- Potential Phase II archeological site evaluation of one site will consist of 30 shovel test pits, 10 (1x1) meter units and one backhoe trench.
- It is assumed that a Phase III data retrieval study will not be necessary.
- Historic Preservation review will consist of two reviews of project plans, including two phone consultations with VTrans historic preservation officer.
- The reporting of the above tasks in one single report.

It is our understanding, following submission of the CE to VAOT, that VAOT will complete the process with the Federal Highway Administration (FHWA), as necessary.

## **PHASE II – FINAL DESIGN PHASE**

### **Project Design Process**

#### **1. Sixty Percent (60%) Plans:**

The Project Consultants will develop 60% plans which will be sufficient to initiate the permit process and begin contacting affected utility companies.

**2. Utility Relocation Process:**

The Project Consultants will be responsible for identifying and resolving any utility conflicts, and showing needed relocations or new segments on the plans.

**3. Property Owner Visits:**

Affected property owners will be contacted, as necessary, with Town representatives. It is our understanding that the Town will be responsible for contacting, scheduling, and documentation of visits for review and necessary action. The Consultants will assist with this process, as required.

**4. Permits:**

The Consultants will provide site information to the Town for obtaining right-of-way permits and approvals based on the survey and research performed by the Survey Subconsultants. Necessary state and federal permit applications will be prepared on behalf of the Town for submittal to the appropriate agency.

The Archeological Subconsultant(s) may provide archeological and historical research services necessary for obtaining approvals or permits from the Vermont Division for Historic Preservation, or obtaining Section 106 Historical Clearance, as needed.

Representatives of the Subconsultants will be available as expert witnesses, as required, for up to three (3) meetings or public hearings related to permits. Permit fees are the responsibility of the Town.

**5. Re-Evaluation of the Categorical Exclusion:**

If any changes to the project scope, construction limits, impacts, or any proposed mitigation have occurred after the CE has been signed by FHWA, the CE will require re-evaluation.

If three years has passed from the date of the original CE, before construction has begun, the CE will require re-evaluation. The Consultants will document any changes and submit them to the MPM for forwarding to the VAOT for processing.

Based on projected construction dates, we anticipate that this task will be necessary for the Depot Street, East Main Street and Bridge Street construction contracts.

**6. Right-of-Way Acquisition Process:**

The Consultants, through the services of the Survey Subconsultants, will prepare a Right-of-Way map, as necessary, in accordance with standard survey practices for use by the Town for appraisals, negotiations and completing acquisitions.

**7. Necessary Municipal Certificates and/or Approvals:**

The Consultants will provide completed local permit applications for the Town, for submittal to local boards or planning agencies.

An allowance for attendance at up to three (3) local meetings is included. Local permit fees are not anticipated for the project.

**8. Eighty-Five Percent (85%) Plans:**

The Consultants will prepare 85% plans, as well as an updated Opinion of Probable Construction Cost for each contract. Any applicable permit conditions, final utility locations and resolved Right-of-Way information will be included.

**Contract Plans, Construction Bidding and Award**

**1. Contract Plans:**

The Consultants will prepare 100% plans, as well as an updated Opinion of Probable Construction Cost for each contract, incorporating any changes since the review of the 85% plans.

Final project plans and specifications will include Traffic Control Plans which will provide for maintenance of vehicular traffic and reasonable access to driveways and Town roads during construction periods.

The 100% plans will be signed and sealed by the Consultants' licensed Professional Engineers and Land Surveyors, as appropriate.

## **2. Construction Bid Packages:**

The Consultants will assemble the following items for a complete Construction Bid Package for each Contract (assume 7):

- Complete Contract (100%) Plans in AutoCAD® Civil 3D format and two sets of paper copies;
- Opinion of Probable Construction Cost;
- Final Utility Relocations, clearances, and special provisions;
- Right-of-Way clearances and special agreements;
- Construction Special Provisions;
- Permits acquired and conditions noted;
- Construction Contract Specifications; and
- Copies of all project correspondence, calculations, and survey notes.

**END OF ATTACHMENT NO. 1**

**ATTACHMENT NO. 2**

**Schedule of Fees**

**Standard Hourly Rates:**

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply for 365 calendar days for Professional Services as described in Attachment No. 1 - Scope of Services.

**PERSONNEL**

Engineer I	\$110.00/hour
Engineer II	\$ 90.00/hour
Engineer III	\$ 70.00/hour
Technician II	\$ 60.00/hour
Office Manager	\$ 55.00/hour

**END OF ATTACHMENT NO. 2**

**ATTACHMENT NO. 3**

**Reimbursable Expenses**

The expense items listed below will be billed as follows:

**Subconsultant & Vendor Expenses:**

Subconsultants @ cost or cost plus a maximum of 8%  
Outside Vendors @ cost or cost plus a maximum of 8%

**Travel Related Expenses:**

Auto Travel (to include gas and other service charges)\* @ \$0.55/mile  
\* Mileage reimbursement limited to maximum federal government rate.

Other Travel (to include air fares, rentals, tolls, etc.) @ cost

Meals & Lodging @ cost

**Reproduction Expenses (provided in-house):**

Reproductions (provided in-house)

8½ x 11 one sided copy	@ \$0.08/each
8½ x 11 two sided copy	@ \$0.12/each
24 x 36 blueline print	@ \$3.50/each
36 x 48 blueline print	@ \$5.00/each
Mylar or velum plots	@ \$8.00/each

**Administrative Expenses:**

Postage @ cost

Shipping @ cost

Other Administrative Expenses @ cost

**END OF ATTACHMENT NO. 3**



**ATTACHMENT NO. 4**

**LEVEL OF EFFORT**

Task Outline and Fee Estimate Worksheet  
 Richmond Village Infrastructure Rehabilitation  
 GME Project # 19-002

Date: 6/29/2009

Preparer PTP

Checked by: AH

ITEM	Description	Engineer I	Engineer II	Engineer III	Technician II	Office Mgr.	Expenses/Subs	Labor Cost
<b>STEP I &amp; II - Preliminary &amp; Final Design Phase Services</b>								
<b>I PRELIMINARY ENGINEERING - Basic Services</b>								
A	Water Infrastructure Rehabilitation	44	88	160	78	10	\$1,000	\$30,190.00
B	Sewer/Storm Drain Infrastructure Rehab	14	25	24	24	5	\$505	\$7,690.00
C	Additional Surface Improvement	12	18	9	13	6	\$3,000	\$7,680.00
<b>FINAL DESIGN ENGINEERING - Basic Services</b>								
A	Water Infrastructure Rehabilitation	124	240	500	350	10		\$91,790.00
B	Sewer/Storm Drain Infrastructure Rehab	109	241	478	240	15		\$82,365.00
C	Additional Surface Improvement	90	45	44	84	10	\$36,000	\$58,620.00
<b>II Surveys</b>								
A	Water Infrastructure Rehabilitation	2	5	25	24		\$12,010	\$15,870.00
B	Sewer/Storm Drain Infrastructure Rehab	2	5	15	14	3	\$6,070	\$8,795.00
C	Additional Surface Improvement	1	1	4	3		\$1,840	\$2,500.00
<b>III Subsurface Investigation/Utility Locating</b>								
A	Water Infrastructure Rehabilitation	2	4	20	20			\$3,180.00
B	Sewer/Storm Drain Infrastructure Rehab	2	6	18	8			\$2,500.00
C	Additional Surface Improvement	2	4		7		\$4,000	\$5,000.00
<b>IV Special Services</b>								
<b>Environmental Assistance</b>								
A	Water Infrastructure Rehabilitation	8	20	40		4	\$40,750	\$46,450.00
B	Sewer/Storm Drain Infrastructure Rehab	8	20	40		4	\$40,750	\$46,450.00
C	Additional Surface Improvement	1	2	3			\$2,000	\$2,500.00
<b>Permit Assistance</b>								
D	Water Infrastructure Rehabilitation	40	100	100	60	40		\$26,200.00
E	Sewer/Storm Drain Infrastructure Rehab	31	92	96	52	36		\$23,510.00
F	Additional Surface Improvement	28	54	60	56	30		\$17,150.00
<b>V Additional Services</b>								
<b>R.O.W Assistance/ Land Issues</b>								
A	Water Infrastructure Rehabilitation	4	8	40	20		\$1,660	\$6,820.00
B	Sewer/Storm Drain Infrastructure Rehab	4	8	38	20		\$1,710	\$6,730.00
C	Additional Surface Improvement	8	24	24	26		\$7,810	\$14,090.00
SUBTOTAL (Hours)		536	1,010	1,738	1,099	173		
HOURLY RATE (Direct Labor)		\$110.00	\$90.00	\$70.00	\$60.00	\$55.00		
SUBTOTAL (Labor Cost)		\$58,960.00	\$90,900.00	\$121,660.00	\$65,940.00	\$9,515.00	\$159,105	\$506,080.00
Totals By Work Type:								
	Water Infrastructure	\$220,500.00	DWSRF					
	Sewer/Storm Infrastructure	\$178,040.00	CWSRF					
	Additional Surface Improvements	\$107,540.00	LOCAL					
	Total	\$506,080.00						
							TOTAL LABOR	\$346,975.00
							TOTAL EXPENSES	\$159,105.00
							<b>TOTAL COST</b>	<b>\$506,080.00</b>

**END OF ATTACHMENT NO. 4**

**ATTACHMENT NO. 5**

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

**Engineering Consultant's Letterhead**

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date \_\_\_\_\_  
 Payment Request No. \_\_\_\_\_  
 Engineer Invoice No. \_\_\_\_\_  
 Billing period: \_\_\_\_\_ to \_\_\_\_\_

Project #: Project Title: \_\_\_\_\_  
 State Loan and/or Grant No.: \_\_\_\_\_

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total \$ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

**Engineering Step & Service Summary\***

**Agreement date:** \_\_\_\_\_

<b><u>Step I Phase</u></b>	<b><u>Previously Billed</u></b>	<b><u>Due this period</u></b>	<b><u>Total to date</u></b>	<b><u>%</u></b>
<b>Feasibility Study and Report</b>				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
<b>Other:</b>				
List each service, \$ __ (LS or NTE )	\$ _____	\$ _____	\$ _____	_____
<b>Amendments:</b>				
List each service, \$ __ (LS or NTE )	\$ _____	\$ _____	\$ _____	_____
<b>Preliminary Design:</b>				
Agreement: \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Other:</b>				
List each service, \$ __ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Amendments:</b>				
List each service, \$ __ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
=====				
<b>TOTAL Step I Phase</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>_____</b>

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

Agreement date: \_\_\_\_\_

<b><u>Step II Phase</u></b>	<b><u>Previously Billed</u></b>	<b><u>Due this period</u></b>	<b><u>Total to date</u></b>	<b><u>%</u></b>
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**Final Design**

Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
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**Other:**

List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
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**Amendments:**

List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
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<b>TOTAL Step II Phase</b>	<b>\$ _____</b>			
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=====				
<b>TOTAL</b>		<b>\$ _____</b>	<b>\$ _____</b>	<b>_____</b>

Agreement date: \_\_\_\_\_

<b><u>Step III Phase **</u></b>	<b><u>Previously Billed</u></b>	<b><u>Due this period</u></b>	<b><u>Total to date</u></b>	<b><u>%</u></b>
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**Bidding Services**

\$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
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**Construction Basic (including 1 year performance evaluation and 11<sup>th</sup> month inspection when required)**

\$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
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**Resident Project Representative:**

\$ _____ (NTE)	\$ _____	\$ _____	\$ _____	_____
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**Other:**

List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
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**Amendments:**

List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
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<b>TOTAL Step III Phase</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>_____</b>
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**\*Sub-consultant and other services:** provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)

**\*\* Construction Contract** – Date of issuance of the “Notice to Proceed”: \_\_\_\_\_

Original Construction Contract Completion date: \_\_\_\_\_

Latest Amended Construction Contract Completion date: \_\_\_\_\_

**Certification statement:** I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the Owner and Engineer and as approved for funding by the State of Vermont. By:

\_\_\_\_\_

(Engineer’s signature)

## ATTACHMENT NO. 6

### TERMS AND CONDITIONS

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

- 1. Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
- 2. Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.
- 3. Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.

- 4. Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.
- 5. Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
- 6. Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
- 7. Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the CLIENT agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
- 8. Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- 9. Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the

discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.

**10. Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.

**11. Ownership of Documents:** ~~All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.~~ At 7/6/09

**12. Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.

**13. Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.

**14. Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.

**15. Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**16. Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

**17. Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**18. Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.

**19. Insurances:** Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.

- a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.
- b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:  
Premises – Operations  
Independent Contractor's Protective  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$ 1,000,000 per Occurrence
  - \$ 1,000,000 General Aggregate
  - \$ 1,000,000 Products/ Completed Product Aggregate
  - \$ 50,000 Fire Legal Liability
- c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:  
\$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.

**20. Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.

**21. Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**22. Electronic Files:** The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

**23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.



**25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

**END OF ATTACHMENT NO. 6**