

Department of Buildings and Facilities
Town of Hinesburg
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Hinesburg, VT 05461
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802.482.2096x229

To: Selectboard
From: Rocky Martin *Rocky Martin*
Buildings and Facilities Director
Date: July 17, 2014
RE: Aldrich & Elliot Engineering Agreement New Water Source
CC: Renae Marshall/Trevor Lashua

Attached please find the Agreement with Aldrich and Elliot for engineering services covering testing and permitting the two new wells drilled on Brad Wainer property. The Agreement is for \$95,900.00; this cost was included in our State Revolving Loan application. The State has reviewed and approved our application and this agreement. Funds will be programmed for reimbursement as soon as this agreement is executed.

This Agreement covers work already completed, work in progress and work necessary in the future to do all the necessary testing, applications to State and sufficient preliminary engineering to get to a bond vote:

- Hydrogeologist Cindy Sprague's work completed-mapping of the area, review wells during drilling, wetland delineation and review with State, private well owners contact and prep for pump test. Work in progress- complete pump test and monitoring of surrounding private wells. Work in the future- submit testing report and analysis to State for permitting; environmental report.
- A&E work completed – survey work and mapping, loan application. Work in the future- preliminary engineering report once testing is complete to develop budget numbers for bond vote and bond vote assistance.

Recommendation and suggested motion: Authorize Selectboard Chair Jon Trefry to sign the Agreement with Aldrich and Elliot in the amount of \$95,900.00 to provide engineering services for source permitting of two new wells located on Brad Wainer property.

June 20, 2014

Mr. Rocky Martin
Town of Hinesburg
10632 Route 116
Hinesburg, VT 05461



Re: Agreement
Town of Hinesburg
Wells 4 & 5 Source Permitting
A+E Project 14063

Dear Rocky:

This Agreement is written pursuant to the Town of Hinesburg's (OWNER) request for Aldrich + Elliott, PC (ENGINEER) to provide professional engineering consultant 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 OWNER agrees to compensate the ENGINEER as follows:

Source Permitting	\$65,400.00	NTE
Topographic and Boundary Survey	\$5,500.00	NTE
Environmental Report	\$5,200.00	NTE
Preliminary Engineering Report	\$15,600.00	LS
Bond Vote Assistance	\$4,200.00	NTE
Total amount of items to this AGREEMENT	\$95,900.00	

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** and shall be invoiced/billed throughout the project duration based upon percentage complete. The cost to the OWNER 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 1.7 times direct labor and profit of 16% of direct labor and overhead, plus reimbursable expenses per **Attachment No. 2**. The cost to the OWNER will be at or below the NTE fee indicated for each work item above.

All invoices/bills will accurately depict all services provided from the Agreement and any authorized Amendment 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) directive(s).

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 & Reimbursable Expenses**.

TERMS AND CONDITIONS

Refer to **Attachment No. 3** 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.

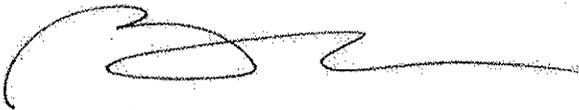
DURATION OF SERVICES

The ENGINEER shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within 150 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, for the compensation and duration specified.

Aldrich + Elliott, PC



Bradley F. Aldrich, P.E., F.NSPE
President

Dated: 7/9/14

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 3.**

TOWN OF HINESBURG

Authorized Representative

Date of Execution

Witness to Signature

Executed in Duplicate

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