

# GREEN MOUNTAIN ENGINEERING, INC.

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Williston, VT 05495-7274  
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Revised August 15, 2018  
July 31, 2018

Ms. Valerie Capels, Town Administrator  
Town of Bristol  
PO Box 249  
Bristol, VT 05443

Re: Agreement for Professional Engineering Services  
Bristol Infrastructure Improvements - Firehouse Drive  
GME Project No. 28-020

Dear Valerie;

This letter is written pursuant to your (CLIENT) request for Green Mountain Engineering, Inc., (CONSULTANT) to provide professional Engineering services as outlined below. It is to be considered an AGREEMENT when executed and witnessed by a duly authorized agent of the CLIENT.

## SCOPE OF SERVICES

Professional services are to be performed by the CONSULTANT as detailed in Attachment No. 1 of this AGREEMENT. The CLIENT may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated into this AGREEMENT by written amendments signed by both parties.

## BASIS OF COMPENSATION

For services as outlined in Attachment No. 1, the CLIENT agrees to compensate the CONSULTANT as follows:

### **I. Contract Document Preparation:**

- A. For Contract Document Preparation, CLIENT shall pay the CONSULTANT a Lump Sum Fee, including Reimbursable Expenses, of Seven Thousand Five Hundred Dollars (\$7,500.00).

### **II. Bid and Construction Phase:**

- A. For Bid Phase Services as outlined in Attachment No. 1, CLIENT shall pay the CONSULTANT a Lump Sum Fee, including Reimbursable Expenses, of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00).
- B. For Basic Services as outlined in Attachment No. 1, CLIENT shall pay the CONSULTANT a Lump Sum Fee of Two Thousand Dollars (\$2,000.00) based on

**Professional Engineering Services Agreement  
Town of Bristol, VT  
Bristol Infrastructure Improvements – Firehouse Drive**

- the hours expended in the interest of the project, including Reimbursable Expenses.
- C. For Resident Services as outlined in Attachment No. 2, CLIENT shall pay the CONSULTANT an Hourly Fee based on the hours expended in the interest of the project based on the Billing Rates per Attachment No. 2, including Reimbursable Expenses, for a Not-To-Exceed cost of One Thousand Four Hundred Fifty Dollars (\$1,450.00).
  - D. For Special Services as outlined in Attachment No. 1, CLIENT shall pay the CONSULTANT a Lump Sum Fee based on the hours expended in the interest of the project including Reimbursable Expenses, of Five Hundred Dollars (\$ 500.00).

The total engineering fee for the Bristol Infrastructure Improvements – Firehouse Drive project is Fourteen Thousand Two Hundred Dollars (\$14,200.00) as summarized below:

Bid and Construction Phase Items		Cost	
I.	Contract Document Preparation		
A.	Contract Document Preparation	\$ 7,500.00	(Lump Sum)
II.	Bid and Construction Phase		
A.	Bid Phase Services	\$ 2,750.00	(Lump Sum)
B.	Basic Services	2,000.00	(Lump Sum)
C.	Resident Services	1,450.00	(N-T-E)
D.	Special Services:		
1.	Record Drawings	<u>500.00</u>	(N-T-E)
TOTAL		<u>\$ 14,200.00</u>	

It is understood that the CONSULTANT's billing rates, per Attachment No. 2, shall be adjusted in January 2018, and that the services provided under this AGREEMENT shall use the current rates at the time that the work is performed.

**Professional Engineering Services Agreement  
Town of Bristol, VT  
Bristol Infrastructure Improvements – Firehouse Drive**

**TERMS AND CONDITIONS:**

Refer to Attachment No. 3 for the terms and conditions that govern this AGREEMENT.

If this AGREEMENT is not executed within sixty (60) days of the date on Page 1, it may be subject to re-negotiation.

If this AGREEMENT is acceptable, please sign both copies and return one (1) executed copy to our office, to confirm our agreement. We are pleased to have the opportunity to be of service.

Respectfully,

**GREEN MOUNTAIN ENGINEERING, INC.**



Alan Huizenga, P.E.  
President

**ACKNOWLEDGMENT**

The Town of Bristol, Vermont hereby acknowledges this to be an AGREEMENT and agrees to the conditions as stated. You are hereby directed to proceed with the Scope of Services.

The Town of Bristol, Vermont hereby 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 receipt, that the CONSULTANT will stop work until the invoices are paid.

The Town of Bristol, Vermont warrants that the signature below represents the CLIENT'S AUTHORIZED REPRESENTATIVE and possesses the full legal authority to execute this AGREEMENT on behalf of CLIENT.

**TOWN OF BRISTOL, VERMONT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Execution

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

Executed in Duplicate

TOWN OF BRISTOL, VERMONT  
BRISTOL INFRASTRUCTURE IMPROVEMENTS - FIREHOUSE DRIVE  
CONSTRUCTION PHASE  
PROFESSIONAL ENGINEERING SERVICES

ATTACHMENT NO. 1

SCOPE OF SERVICES

The CONSULTANT will perform the following services as they relate to the Construction Phase of the proposed Bristol Infrastructure Improvements - Firehouse Drive for the Town of Bristol, Vermont:

**I. CONTRACT DOCUMENTS PREPARATION:**

**A. CONTRACT DOCUMENTS PREPARATION:**

GME will prepare drawings, specifications and Contract Documents for the municipal infrastructure portions of the Firehouse Drive improvements, including but not limited to:

- (a) Construct approx. 380' of sidewalk
- (b) Build remaining 180' of road.
- (c) Pave remaining 180' of road
- (d) Install underground 3-phase electricity
- (e) Install underground fiber optic, telephone, and data lines
- (f) Possible installation of natural gas pipeline

**II. CONSTRUCTION PHASE SERVICES**

**A. BASIC SERVICES:**

**1. Bidding Phase**

- (a) GME will furnish up to five (5) copies of the drawings, specifications, and contract documents for the bid phase.
- (b) Assist the Town in securing bids by preparation and processing addenda and by responding to bidders during the advertisement phase.

**2. Construction Phase**

- (a) Conduct pre-construction conference.
- (b) Consult with and advise the Town and act as the Town's representative during construction to the extent and limitations of the duties, responsibilities and authority of the ENGINEER as assigned in the General Conditions of the Construction Contracts.
- (c) Prepare elementary sketches and supplementary sketches to resolve actual field conditions encountered; process routine Change Orders

as necessary.

- (d) Check and review Shop Drawings, Certifications, samples, test results, and other data required to be submitted by CONTRACTOR(S) for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents.
- (e) Interpret the intent of the drawings and specifications. The ENGINEER will not, however, guarantee the performance of any contractor.
- (f) Provide general engineering observation of the work of the CONTRACTOR(S) as construction progresses. The ENGINEER does not guarantee the performance of the CONTRACTOR(S) by the ENGINEER'S performance of such general construction observation. The ENGINEER'S undertaking hereunder shall not relieve the CONTRACTOR of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the CONTRACTOR'S performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- (g) Cooperate and work closely with local, state, and federal representatives.
- (h) Make pre-final and final inspections of construction. Prepare certificates of substantial and/or final completions as appropriate.
- (i) Review and make recommendations on the CONTRACTOR'S schedule of amounts for Contract monthly payments including verification of final quantities.

B. RESIDENT SERVICES

1. Provide part-time resident construction representation. The Resident Representative is the ENGINEER'S agent at the site and will act as directed by and under the supervision of the ENGINEER. The Resident's dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and the CONTRACTOR, keeping the Town advised as necessary. Refer to Attachment No. 4.
2. The effort for construction representation to be provided for this project is summarized below and based on project construction duration of Thirty (30) calendar days for the contract. Any additional effort shall only be allowed upon the approval of the Town.
  - (a). Construction Representation staffing estimate provides for full- and part-time resident representation for a total estimate of 24 hours for the contract.
  - (b). Construction Representation includes preparation for, and attendance at, the pre-construction conference, substantial and final

completion walk through, preparation of punch lists, and public relations.

C. SPECIAL SERVICES

1. Record Drawings

- (a) GME shall prepare record drawings for the Project. Changes and deviations from the original construction drawings, as provided by the CONTRACTOR, shall be recorded on the original construction drawings. GME shall furnish original construction drawings. GME shall furnish the Town with two (2) copies of the record drawings for the Project as prepared by GME to show record information of the completed work as furnished by the CONTRACTOR.

END OF ATTACHMENT NO. 1