

**SHORT-FORM AGREEMENT FOR PROFESSIONAL SERVICES**

Date: March 29, 2024 Project No.: 22-1.2.1  
Client: Town of Bristol Authorized Representative:  
Address: PO Box 249 Ms. Valerie Capels  
Bristol, VT 05443  
Telephone: (802) 453-2410  
E-Mail: townadmin@bristolvt.org

Project Name and Location: Bristol Landfill Annual Inspection – Bristol, VT

**Description of services to be provided:**

VTM Engineering, PLC will perform an annual evaluation of the integrity of the landfill’s final cover system including vegetative cover, the drainage systems, surface water runoff, and the gas ventilation system. The inspection shall be performed in the spring after snowmelt. The work shall include a final report. A draft of the report shall be submitted to the Town for review. A final report shall be submitted to ANR by June 15<sup>th</sup>, 2024. A requirement has been added for a separate stormwater inspection & report related to the solar project. A final stormwater inspection report shall be submitted to ANR by June 15<sup>th</sup>, 2024.

Professional Fee: \$1,000.00 Basis of Compensation: Lump Sum

Retainer (payable upon execution of this Agreement) \$0.00

Special Conditions: N/A

**The Terms and Conditions on the following pages, when initialed by both parties, are incorporated and made of part of this Agreement.**

**VTM Engineering PLC:**

Steven Palmer

Signature

Steven Palmer / President

Printed Name / Title

**Town of Bristol**

Valerie Capels

Signature of Authorized Representative

Valerie Capels, Town Administrator

Printed Name/Title

**Executed in Duplicate**

## Terms and Conditions

**PERFORMANCE OF SERVICES:** The CONSULTANT shall perform the Services as outlined on Page 1 in consideration of the stated fee and payment terms. The Services shall not be changed without the written agreement of both the CONSULTANT and the CLIENT, except for changes to the Services as may be permitted, authorized, or contemplated by the AGREEMENT.

**CLIENT'S AUTHORIZED REPRESENTATIVE:** The CLIENT shall designate, by signing, that he/she will act as CLIENT'S authorized representative regarding the services to be rendered under this AGREEMENT. He/she shall have authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions regarding services for the Project.

**TERMINATION, SUSPENSION OR ABANDONMENT:** This AGREEMENT may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination. CONSULTANT shall be compensated in full for services performed and expenses incurred prior to the date of termination, suspension, or abandonment.

**OWNERSHIP OF DOCUMENTS:** Plans, specifications, designs and reports prepared under this AGREEMENT by the CONSULTANT as instruments of service, are and shall remain the CONSULTANT's property, whether the project for which they are made is executed or not. The CLIENT shall be permitted to retain copies, including reproducible copies of plans, specifications, designs and reports, in connection with the use and occupancy of the specific project. The plans, specifications, designs and reports shall not be used by the CLIENT on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and, provided the CONSULTANT is not in default under this AGREEMENT, without appropriate compensation to the CONSULTANT.

**SCOPE OF OPINIONS:** Unless otherwise specifically stated, any information, documents, records, data, interpretations, or opinions given to the CLIENT by the CONSULTANT in the course of the CONSULTANT's performance of the Services shall be for the CLIENT's sole use and benefit and only in connection with the specific project for which the CONSULTANT was engaged by the CLIENT, and the same is not intended to be used or relied upon by the CLIENT for any other purpose nor is it intended to benefit or be relied upon by any third party. Any such unintended use or reliance by the CLIENT or by a third party shall be at the CLIENT's or said third party's own risk. Further, any interpretation or opinion given by the CONSULTANT to the CLIENT shall be limited to the specific laws and/or regulations addressed in the AGREEMENT as the same may be further qualified by the interpretations or opinion in question.

**RETAINER/BILLING/PAYMENT:** The CLIENT agrees to pay the CONSULTANT for all services performed and all costs incurred. Prior to the provision of services, the CLIENT shall deposit a retainer of **\$0.00** with the CONSULTANT. The CLIENT shall pay the CONSULTANT for services performed, in U.S. funds drawn upon U.S. banks within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify the CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Any invoices not objected to within such fourteen day period shall be deemed accepted by CLIENT.

The CLIENT shall pay an additional charge of one percent (1%) (or the maximum percentage allowed by law, whichever is lower), of the invoiced amount per month for any payment received by the CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

Application of the percentage rate indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on the CONSULTANT's part to finance the CLIENT's operation, and no such willingness should be inferred. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, the CONSULTANT may at any time, without waiving any other claim against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this AGREEMENT (as provided for herein). In no event shall CONSULTANT be responsible for any liability or damage incurred by CLIENT or OWNER relating to CONSULTANT's suspension or termination of this AGREEMENT pursuant to these Terms and Conditions.

**INDEMNIFICATION:** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability, or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the CLIENT's negligent acts, errors, or omissions and those of its contractors, sub-contractors, or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT. Neither party is obligated to indemnify the other party in any manner whatsoever for that party's negligence.

**DAMAGES:** CONSULTANT makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor will we warrant that any party will approve or consent CONSULTANT's opinions. In addition, you hereby agree to limit our liability to you with respect to all services relating to this Agreement, due to negligent acts, errors, or omissions by us, such that the total aggregate liability of CONSULTANT will not exceed \$10,000 (Ten Thousand Dollars) or the amount actually paid to us, whichever is greater.

**STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

**COURT COSTS:** In the event that CLIENT fails to fulfill its obligations hereunder CLIENT shall reimburse CONSULTANT for all its costs, including reasonable attorney fees, court costs, and interest associated with the enforcement of this AGREEMENT.

**ADDITIONAL SERVICES FOR PERMIT ACQUISITION:** By following acceptable design standards, and normal and customary standards of the CONSULTANT, we do not imply that the engineered product will meet all permit and Board approvals. It is understood by the CLIENT that at times additional efforts may need to be expended in order to obtain approvals even when all reasonable and customary procedures are followed during the engineering process and that CLIENT'S obligation to pay invoices is in no way related to obtaining permits or approvals.

**COOPERATION:** The CLIENT agrees to cooperate fully with the CONSULTANT and its agents, representatives, and employees in the performance of the Services and to take any and all such actions as may reasonably be requested by the CONSULTANT in connection therewith.

**INDEPENDENT CONTRACTOR STATUS:** The CONSULTANT and CLIENT agree that the CONSULTANT is an independent contractor and not a partner, employee, or agent of the CLIENT for any purpose.

**CONSEQUENTIAL DAMAGES:** In no event shall either CLIENT or CONSULTANT be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

**MEDIATION:** Any claims or disputes made during design, construction, or post-construction between you and CONSULTANT must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this AGREEMENT shall be brought in the State of Vermont. CLIENT and CONSULTANT hereby waive their rights to a trial by Jury.

**BINDING EFFECT:** This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns; provided, that neither of the parties hereto shall be entitled to assign any of said party's rights under this AGREEMENT without prior written consent of the other party hereto. Initialed: \_\_\_\_\_(CONSULTANT)      VC \_\_\_\_\_(CLIENT)

**STANDARD RATE SHEET**

**PERSONNEL**

Principal Engineer

**RATE**

125.00/hr

**REIMBURSABLE EXPENSES**

Travel

\$0.64/mile

Reproduction – Drawings, Reports, Specifications

Cost