

Town of Woodstock
Select Board Meeting
March 19, 2024
9:00 am
Town Hall & Zoom
Agenda

- A. Call to order
- B. Additions to & deletions from posted agenda
- C. Citizen Comments
- D. Manager's report
- E. Police Chief report
- F. Votes
 - 1. Sewer abatement requests
 - a. Kevyn Lenfest – 1097 West Woodstock Road (pp 3-8)
 - b. Bruce & Darlyne Franzen – 14 Whitcomb Lane (pp 9-10)
 - c. Milton Rowland – 1 High Street (pp 11-13)
 - d. Elisa Tarlow – 3 Church Street (pp 14-16)
 - 2. Liquor license renewals
 - a. Worthy Kitchen LLC – Outside consumption, 3rd Class, 1st Class (pp 17-24)
 - b. Cumberland Farms of Vermont Inc – Tobacco substitute, tobacco, 2nd class (pp 25-34)
 - c. Shine Associates VT LLC – 2nd class, tobacco (pp 35-38)
 - d. Prince & the Pauper – 3rd class, 1st class, outside consumption (pp 39-46)
 - 3. ARPA funding (p 47)
- G. Discussions
 - 1. South Woodstock plant update
 - 2. Scheduling future joint meetings for Department Heads and Town committees
 - 3. Bond Street
 - 4. Agenda policy (pp 48-49)
 - 5. Harry Falconer – TRORC – Energy Coordinator
- H. Main wastewater treatment plant
 - 1. Hoyle Tanner discussion on final design (pp 50-124)
 - 2. Executive session 1 VSA 313(1)(A) to discuss a contract that after making a specific finding that premature general public knowledge would clearly place the public body or a person involved at a substantial disadvantage
- I. Other business

- J. Approval of minutes
 - 1. 2/2/24 minutes (pp 125-126)
 - 2. 2/20/24 minutes (pp 127-132)

- K. Adjournment

This Meeting will be held in person at Town Hall and on Zoom

The link to join us is

<https://us02web.zoom.us/j/84782406503?pwd=UXAzWnJxaEE0MzJaMIBKeHJPUjB6QT09>

or from zoom.us you can enter these details to join the meeting

Meeting ID: 847-8240-6503

Password: 247624

You can also download the Zoom app on your smartphone

Sewer Abatement Request

Name: Keryn Lenfest

Mailing address: 1097 W. Woodstock Rd
Woodstock, VT 05091

Phone: 802-777-4949 Email: klenfest@gmail.com

Name on tax bill (if different): _____

Address of property: 1097 W. Woodstock Rd.

Parcel ID: 31.02.24

Amount requesting for abatement: \$125.57

Reason for request: See email explanation

Signed:  _____

Date: February 20, 2024

Please mail or email requests to:
Town of Woodstock nnourse@townofwoodstock.org
PO Box 488
Woodstock, VT 05091

*All requests must be approved by the Select Board. The Select Board meets twice a month. You may attend the meeting, but it is not required. After the meeting you will be informed about the decision of your request.

WOODSTOCK TOWN
PO BOX 488
WOODSTOCK VT 05091

February 6, 2024

WOODSTOCK TOWN UTILITY BILL

LENFEST KEVYN
1097 WEST WOODSTOCK RD
WOODSTOCK VT 05091

Account: 31.02.24

Location: 1097 WEST WOODSTOCK ROAD

Due on or Before April 19, 2024

Billing Period: July 1, 2023 to June 30, 2024

Description	Units	Rate	Amount
Previous Balance			574.00
Sewer Usage	5000.00	0.128400	642.00
Sewer Interest			79.65
Sewer Penalty			45.92
Total Due			1341.57

- 125.⁵⁷

\$1216.⁰⁰

Penalty is calculated on unpaid bills at a rate of 8%
the day after the due date.
Interest is calculated on past due balances at a rate of
1% monthly for the first 3 months and
1.5% per month thereafter.
Postmarks are not accepted as timely payments.
Minimum charge is 5000 CU FT.
Make checks payable to Woodstock Sewer
Include the account number on the check memo line.

To Whom It May Concern:

I am writing to request waiver/abatement of the interest and penalty to my sewer bill dated February 6, 2024.

I received the sewer bill in the mail on Friday February 16, 2024. This is the first sewer bill from the Town of Woodstock I have received. In fact, it is the first correspondence from the Town of Woodstock I have ever received since moving here two years ago in February 2022. If you have sent correspondence in the past, I believe you may have mistakenly mailed it to my previous address in Cambridge, MA which would explain why I've also never received a physical copy of my tax bill either. This wasn't an issue since I pay taxes via the mortgage and escrow.

However, since I never received a physical copy of my tax bill, I called Cori Frederick on February 1, 2024 and I requested that she send me a copy via email so I could submit it with my VT State taxes in order to apply for the Homestead Credit. She kindly emailed me the tax bill the same day and it was only then that I noticed that our old address in Cambridge, MA was listed rather than our permanent address: 1097 W. Woodstock Rd. Unfortunately, you had the address listed as "733" Concord Ave. when in fact our correct former address was actually "773". In our email exchange, I noted the error to Cori and she promptly updated it in the system the next day, February 2, 2024.

This minor clerical error would explain why we have never received any mail or bills or other correspondence from the Town of Woodstock since moving here. Moreover, since the previous street number was also incorrect, it also accounts for why we never received anything despite having mail forwarding for a full year.

Therefore, in light of the aforementioned, I would kindly request that you abate/waive the Sewer Interest of \$79.65 and the Sewer Penalty of \$45.92 (for a total of \$125.57). Now that we know our address is correct in the system, we can expect to receive bills on time and will be able to pay them promptly.

Kind regards,

Kevyn Y. Lenfest

Attachments

WOODSTOCK TOWN
 PO BOX 488
 WOODSTOCK VT 05091

LENFEST KEVYN
 1097 WEST WOODSTOCK RD
 WOODSTOCK VT 05091

31.02.24-: LENFEST KEVYN, Location: 1097 WEST WOODSTOCK ROAD

Page: 1

Date	Description	Amount	Balance
03/01/24	Cash Receipt Check #:976272838 Sewer:-574.00	-574.00	778.06
02/16/24	Interest:I005805 Sewer:10.49	10.49	1,352.06
02/06/24	Billing for: 07/01/23-06/30/24 due on: 04/19/24 Sewer:642.00	642.00	1,341.57
01/16/24	Interest:I004861 Sewer:1.70	1.70	699.57
12/15/23	Interest:I004821 Sewer:10.31	10.31	697.87
11/16/23	Interest:I004773 Sewer:10.16	10.16	687.56
10/16/23	Interest:I004721 Sewer:10.01	10.01	677.40
09/15/23	Interest:I004662 Sewer:9.86	9.86	667.39
08/16/23	Interest:I004598 Sewer:9.72	9.72	657.53
07/18/23	Interest:I004519 Sewer:9.57	9.57	647.81
06/15/23	Interest:I004429 Sewer:6.32	6.32	638.24

Date	Description	Amount	Balance
05/15/23	Interest:I004324 Sewer:6.26	6.26	631.92
04/17/23	Penalty Sewer:45.92	45.92	625.66
04/17/23	Interest:I004142 Sewer:5.74	5.74	579.74
02/07/23	Billing for: 07/01/22-06/30/23 due on: 04/14/23 Sewer:574.00	574.00	574.00

Memo:

To: Select Board

From: Cori Frederick

Date: 3/14/2024

Regarding: 31.02.24 FY2023 Sewer

Kevyn Lenfest never received his FY2023 Sewer Bill due to his mailing address being incorrect on the PTTR property transfer form. We had 733 Concord Ave in MA, and his mailing address was actually 773. The fact that the sewer bill was never paid was brought to his attention when he called me to update his address to the local one here. He then received a delinquent notice in the mail and called me to see why. We then discovered that his address had been incorrect on the PTTR. He has paid the principal balance but is requesting that the penalty and interest be removed because he had no idea that it was overdue.

Recommendation:

It is my recommendation that we abate the penalty and interest due to him never receiving the bill because the address that the town was provided on the property transfer form was incorrect.

The amount to be abated would be \$136.06

Thank you,

Cori

Sewer Abatement Request

Name: _____

Mailing address: _____

Phone: _____ Email: _____

Name on tax bill (if different): _____

Address of property: _____

Parcel ID: _____

Amount requesting for abatement: _____

Reason for request: _____

Signed: _____

Date: _____

Please mail or email requests to:
Town of Woodstock nnourse@townofwoodstock.org
PO Box 488
Woodstock, VT 05091

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WOODSTOCK TOWN
PO BOX 488
WOODSTOCK VT 05091

FRANZEN BRUCE & DARLYNE
P O BOX 126
TAFTSVILLE VT 05073

05.03.13-: FRANZEN BRUCE & DARLYNE, Location: 14 WHITCOMB LANE

Page: 1

Date	Description	Amount	Balance
02/06/24	Billing for: 07/01/23-06/30/24 due on: 04/19/24 Sewer:1284.00	1,284.00	1,284.00
02/27/23	Cash Receipt Check #:7095 Sewer:-1148.00	-1,148.00	0.00

Sewer Abatement Request

Name: Milton Rowland

Mailing address: 1 High Street
Woodstock, VT 05091

Phone: 508 566-5238 Email: mickrow@comcast.net

Name on tax bill (if different): _____

Address of property: 1 High Street

Parcel ID: 23.SG.11.APT

Amount requesting for abatement: _____

Reason for request: We have converted our two-family residence into a single family.

We are currently paying two sewer bills and would like to have that changed to one sewer bill.

Thank you.

Signed: 3a2771f9-6ad5-409b-9bd1-b44a5021f85c
Digitally signed by
3a2771f9-6ad5-409b-9bd1-
b44a5021f85c
Date: 2024.02.26 16:35:20 -05'00'

Date: 2-26-2024

Please mail or email requests to:
Town of Woodstock
PO Box 488
Woodstock, VT 05091

nnurse@townofwoodstock.org

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WOODSTOCK TOWN
PO BOX 488
WOODSTOCK VT 05091

ROWLAND ROBERTA ROWLAND MILTON
1 HIGH ST
WOODSTOCK VT 05091

Page: 1

23.56.11-: ROWLAND MILTON, ROWLAND ROBERTA Location: 1 HIGH STREET		Amount	Balance
Date	Description		
02/06/24	Billing for: 07/01/23-06/30/24 due on: 04/19/24 Sewer:642.00	642.00	642.00
03/07/23	Cash Receipt Check #:56298818 Sewer:-574.00	-574.00	0.00

WOODSTOCK TOWN
PO BOX 488
WOODSTOCK VT 05091

ROWLAND MILTON & ROBERTA
1 HIGH ST
WOODSTOCK VT 05091

23.56.11-APT: ROWLAND MILTON & ROBERTA, Location: 1 HIGH STREET

Page: 1

Date	Description	Amount	Balance
02/06/24	Billing for: 07/01/23-06/30/24 due on: 04/19/24 Sewer:642.00	642.00	642.00
03/07/23	Cash Receipt Check #:56535049 Sewer:-574.00	-574.00	0.00

Sewer Abatement Request

Name: Elisa Tarlow

Mailing address: 3 Church St.

WOODSTOCK VT 05091

Phone: 310-941-0893

Email: elisaelisa@yahoo.com

Name on tax bill (if different): _____

Address of property: 3 Church St.

Parcel ID: 23.52.22

Amount requesting for abatement: Undetermined

Reason for request: Please see attachment, thank you.

Signed: 

Date: March 12, 2024

Please mail or email requests to:

Town of Woodstock

PO Box 488

Woodstock, VT 05091

nnourse@townofwoodstock.org

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Sewer Abatement Request
3 Church Street

I am requesting a reevaluation of our sewer bill for the period of July 1, 2023 – June 30, 2024. After having conversations with Eric Duffy I understand that a sewer reading was taken in August/September 2023 for the previous 12 months (2022-2023) and this is the amount charged on the bill in question for 2023-2024. We purchased the property mid August, therefore the entire reading used to calculate the bill for this year was during the time the property was run as an active and popular Inn. We are a family of four and will have significantly less sewer usage than the previous owners. We would like to propose a couple options on how to handle the discrepancy: One, we could pay the entire bill as it is and next year when the reading is taken for this time period the town can make the necessary adjustments as a deduction from future bills; alternatively, we could pay a smaller amount now, more in line with what is typical for a 4 person home, and make any necessary adjustments next year either direction depending on the actual usage; or third, we are open to any other solutions that you find appropriate. Many thanks for your consideration.

WOODSTOCK TOWN
PO BOX 488
WOODSTOCK VT 05091

February 6, 2024

WOODSTOCK TOWN UTILITY BILL

JASON WERNER SCHOCH REVOCABLE TRUST
3 CHURCH STREET
WOODSTOCK VT 05091

Account: 23.52.22

Location: 3 CHURCH STREET

Due on or Before April 19, 2024

Billing Period: July 1, 2023 to June 30, 2024

Description	Units	Rate	Amount
Sewer Usage	27900.00	0.128400	3582.36
Total Due			3582.36

Aug/Sept 2023 last reading

Penalty is calculated on unpaid bills at a rate of 8% the day after the due date.
Interest is calculated on past due balances at a rate of 1% monthly for the first 3 months and 1.5% per month thereafter.
Postmarks are not accepted as timely payments.
Minimum charge is 5000 CU FT.
Make checks payable to Woodstock Sewer
Include the account number on the check memo line.

Application ID: DLL - Application - 37480
Application for: Outside Consumption Permit
Category of Business: OCP

Business/ Entity Information

Business/ Entity Name: Worthy Kitchen LLC	Business ID: 0282564
Business Address: PO BOX 1, BARNARD, Vermont 05031	Entity Type: Limited Liability Corporation
Phone: 8023696000	Management Type if LLC:
Email: honlake@hotmail.com	

Foundational License (if applicable)

License Type: First Class	License Number: LP-017801
Licensee Name: Worthy Kitchen	License Status: License Active - Ready for Renewal
Licensee Address: 442 Woodstock Road Unit 1A, Woodstock, Vermont 05031	License Start Date: 2023-04-30
	License End Date: 2024-06-30

Event Contact/s

Person:

Business Role:	Phone:
Business Address:	Email:
,	
,	

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details

Location Name: Worthy Kitchen

Location Address: 442 Woodstock Road, Woodstock, Vermont 05031

Local Jurisdiction/ Town Clerk: Woodstock

Start date and time of event

End date and time of event

Approximate Number of Persons Expected

Describe the type of event/ OCP Area: Area is on a deck/porch enclosed with a railing and proper signage. 370 sq ft. Seasonal open 11am - 11pm when restaurant is operating.

Documents Attached

Name	Document Type	Assosicated With
D-04875	Federal Employee Identification #	LN-019600
D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600
D-04875	Federal Employee Identification #	LN-019600
D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600

Payment and Acknowledgement

Signed by:

Date and time of Submission: 2024-02-14 20:37:09

Local Application Fee: 0

State of Vermont / DLL Application Fee: 20.00

State of Vermont / DLL Payment Status:

Local Control Payment Status: false

Application ID: DLL - Application - 37477
 Application for: Third Class Restaurant/Bar License
 Category of Business: Third Class

Business/ Entity Information

Business/ Entity Name: Worthy Kitchen LLC
Business ID: 0282564
Business Address: PO BOX 1, BARNARD, Vermont 05031
Entity Type: Limited Liability Corporation
Phone: 8023696000
Management Type if LLC:
Email: honlake@hotmail.com

People Information

• **Person:**
Jason Merrill

Business Role: Partner
Email: jason.e.merrill@gmail.com
Business Address: 6 Russell Rd, Tunbridge, Vermont, 05077
US Citizen?:
Political Position:
Name: Jason Merrill
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**
Kurt Lessard

Business Role: **Email:**

Business Principal

honlake@hotmail.com

Business Address:

PO Box 1,
Barnard, Vermont, 05031

US Citizen?

Political Position

Town of Barnard

Phone:

Name: Kurt Lessard

Office: Developement Review

Jurisdiction: Town of Barnard

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Worthy Kitchen

Do you lease this Premises:

Health License:

Food:5159

Lodging:

Location Address:

442 Woodstock Road,
Woodstock, Vermont 05031

Vermont Tax Department:

MRT-10010287-001

Local Jurisdiction/ Town Clerk:

Woodstock

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

Third Class

License Number:

LP-017798

Licensee Name:

Worthy Kitchen

License Status:

License Active - Ready for Renewal

Licensee Address:

442 Woodstock Road Unit 1A,
Woodstock, Vermont 05031

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-04875	Federal Employee Identification #	LN-019600

D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600
D-04875	Federal Employee Identification #	LN-019600
D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600

Payment and Acknowledgement

Signed by:

Kurt H Lessard

State of Vermont / DLL Application Fee:

1095.00

Date of Submission:

2024-02-14 20:30:00

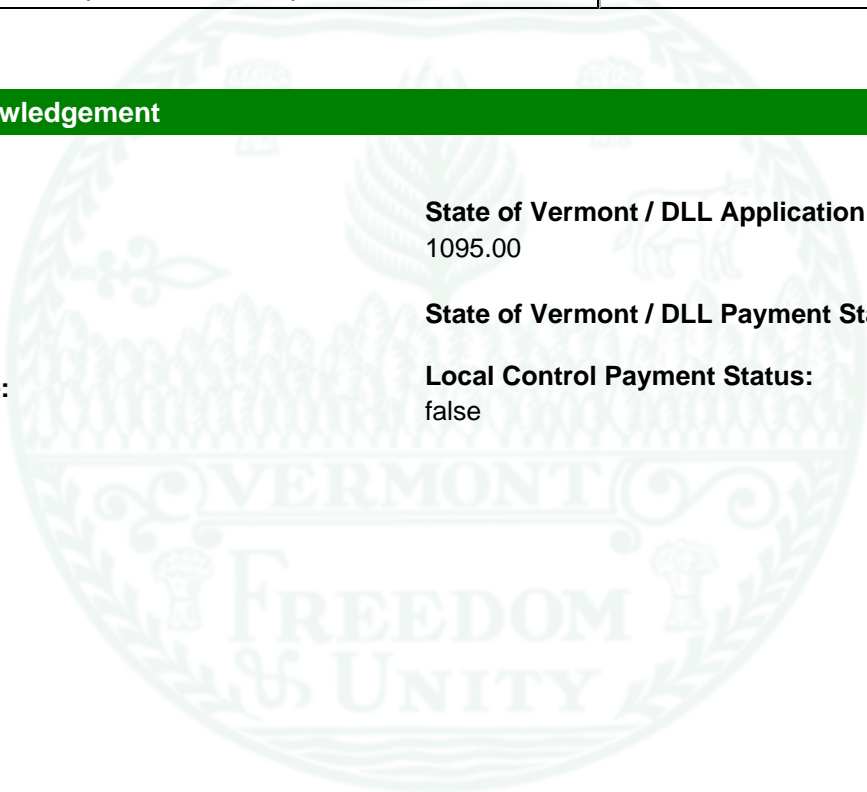
State of Vermont / DLL Payment Status:

Local Application Fee:

0

Local Control Payment Status:

false



Application ID: DLL - Application - 37339
Application for: First Class Restaurant/Bar License
Category of Business: First Class

Business/ Entity Information

Business/ Entity Name: Worthy Kitchen LLC
Business ID: 0282564
Business Address: PO BOX 1, BARNARD, Vermont 05031
Entity Type: Limited Liability Corporation
Phone: 8023696000
Management Type if LLC:
Email: honlake@hotmail.com

People Information

• **Person:**
Jason Merrill

Business Role: Partner
Email: jason.e.merrill@gmail.com
Business Address: 6 Russell Rd, Tunbridge, Vermont, 05077
US Citizen?
Political Position
Name: Jason Merrill
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**
Kurt Lessard

Business Role: **Email:**

Business Principal

honlake@hotmail.com

Business Address:

PO Box 1,
Barnard, Vermont, 05031

US Citizen?

Political Position

Town of Barnard

Phone:

Name: Kurt Lessard

Office: Development Review

Jurisdiction: Town of Barnard

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Worthy Kitchen

Do you lease this Premises:

Health License:

Food:5159

Lodging:

Location Address:

442 Woodstock Road,
Woodstock, Vermont 05031

Vermont Tax Department:

MRT-10010287-001

Local Jurisdiction/ Town Clerk:

Woodstock

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

First Class

License Number:

LP-017797

Licensee Name:

Worthy Kitchen

License Status:

License Active - Ready for Renewal

Licensee Address:

442 Woodstock Road Unit 1A,
Woodstock, Vermont 05031

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-04875	Federal Employee Identification #	LN-019600

D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600
D-04875	Federal Employee Identification #	LN-019600
D-04876	Articles of Organization	LN-019600
D-04877	Health License	LN-019600
D-04878	Meals & Rooms Tax Certificate	LN-019600
D-04879	Other	LN-019600
D-04880	Lease or proof of ownership	LN-019600
D-13362	Lease or proof of ownership	LN-019600

Payment and Acknowledgement

Signed by:

Kurt H Lessard

Date of Submission:

2024-02-13 18:48:40

Local Application Fee:

115

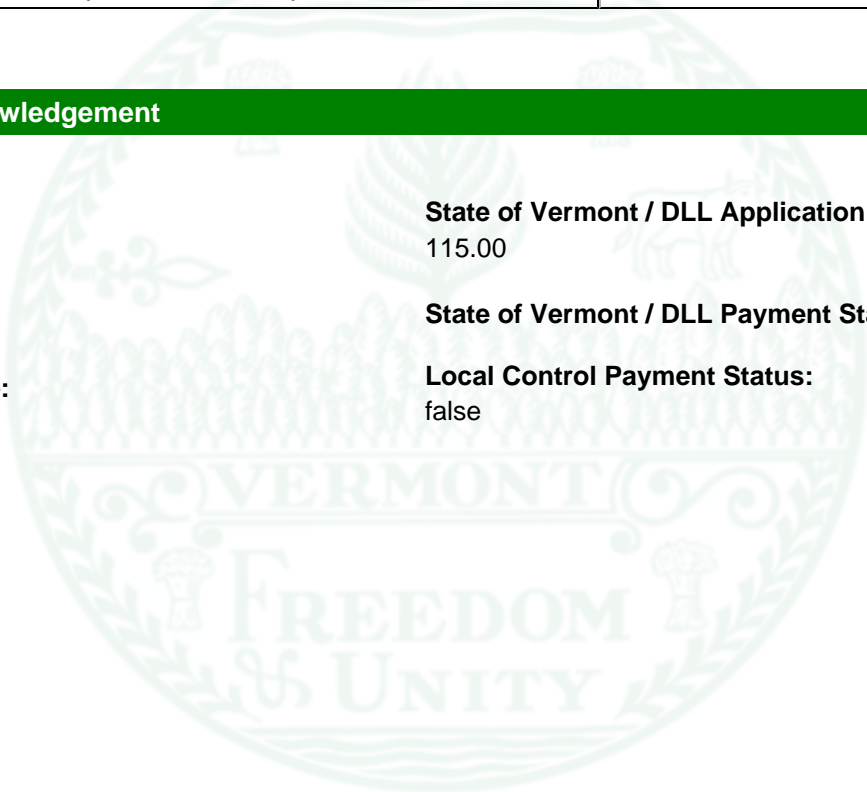
State of Vermont / DLL Application Fee:

115.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false



Application ID: DLL - Application - 37323
Application for: Tobacco Substitute Endorsement
Category of Business: Tobacco

Business/ Entity Information

Business/ Entity Name: Cumberland Farms of Vermont, Inc.	Business ID: 0000063
Business Address: 165 FLANDERS ROAD, WESTBOROUGH, Massachusetts 01581	Entity Type: Business Corporation
Phone: 5082701504	Management Type if LLC: Manager-managed
Email: vt-retail-licensing@eg-america.com	

Foundational License (if applicable)

License Type: Tobacco	License Number: LP-011780
Licensee Name: Cumberland Farms #8008	License Status: License Active - Ready for Renewal
Licensee Address: U.S. Route 4 , Woodstock, Vermont 05641	License Start Date: 2023-04-30
	License End Date: 2024-06-30

Event Contact/s

Person:

Business Role:	Phone:
Business Address:	Email:
,	
,	

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details

Location Name:
Cumberland Farms #8008

Location Address:
U.S. Route 4,
Woodstock, Vermont 05641

Local Jurisdiction/ Town Clerk:
Woodstock

Start date and time of event

End date and time of event

Approximate Number of Persons Expected

Describe the type of event/ OCP Area:

Documents Attached

Name	Document Type	Assosicated With
D-01882	Articles of Organization	Cumberland Farms of Vermont, Inc.
D-01883	Proof of Worker Compensation Insurance	Cumberland Farms of Vermont, Inc.
D-01884	Federal Employee Identification #	Cumberland Farms of Vermont, Inc.
D-01953	Other	Cumberland Farms of Vermont, Inc.
D-02240	Health License	Cumberland Farms of Vermont, Inc.
D-02241	Other	Cumberland Farms of Vermont, Inc.
D-02321	Health License	Cumberland Farms of Vermont, Inc.
D-02323		Cumberland Farms of Vermont, Inc.
D-02322		Cumberland Farms of Vermont, Inc.
D-02324	Other	Cumberland Farms of Vermont, Inc.

Payment and Acknowledgement

Signed by:

Date and time of Submission:
2024-02-13 18:09:00

Local Application Fee:
0

State of Vermont / DLL Application Fee:
50.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:
false

Application ID: DLL - Application - 37331
 Application for: Tobacco License
 Category of Business: Tobacco

Business/ Entity Information

Business/ Entity Name: Cumberland Farms of Vermont, Inc.
Business ID: 0000063
Business Address: 165 FLANDERS ROAD,
 WESTBOROUGH, Massachusetts 01581
Entity Type: Business Corporation
Phone: 5082701504
Management Type if LLC: Manager-managed
Email: vt-retail-licensing@eg-america.com

People Information

• **Person:**
 Laura SALVUCCI

Business Role: Business Principal
Email: laura.salvucci@eg-america.com
Business Address: 165 FLANDERS ROAD,
 Westborough, Massachusetts, 01581
US Citizen?
Political Position
Phone: 5082701504
Name: Laura SALVUCCI
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**
 Robert Ramsden

Business Role: **Email:**

Registered Agent

robert.ramsden@eg-america.com

Business Address:

US Citizen?

,
,

Political Position

Phone:

Name: Robert Ramsden

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Annie Thompson *

Business Role:

Business Principal

Email:

columbianannie@gmail.com

Business Address:

433 Woodstock road,
woodstock, Vermont, 05091

US Citizen?

Yes

Political Position

Phone:

8024579147

Name: Annie Thompson *

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Wendy Clark*

Business Role:

Registered Agent

Email:

naturallilac30@yahoo.com

Business Address:

,
,

US Citizen?

Political Position

Phone:

Name: Wendy Clark*

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Cumberland Farms #8008

Location Address:

U.S. Route 4,
Woodstock, Vermont 05641

Local Jurisdiction/ Town Clerk:

Woodstock

Do you lease this Premises:

Health License:

Food:
Lodging:

Vermont Tax Department:

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:

Tobacco

License Number:

LP-011779

Licensee Name:

Cumberland Farms #8008

License Status:

License Active - Ready for Renewal

Licensee Address:

U.S. Route 4 ,
Woodstock, Vermont 05641

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-01882	Articles of Organization	Cumberland Farms of Vermont, Inc.
D-01883	Proof of Worker Compensation Insurance	Cumberland Farms of Vermont, Inc.
D-01884	Federal Employee Identification #	Cumberland Farms of Vermont, Inc.
D-01953	Other	Cumberland Farms of Vermont, Inc.
D-02240	Health License	Cumberland Farms of Vermont, Inc.
D-02241	Other	Cumberland Farms of Vermont, Inc.
D-02321	Health License	Cumberland Farms of Vermont, Inc.
D-02323		Cumberland Farms of Vermont, Inc.
D-02322		Cumberland Farms of Vermont, Inc.
D-02324	Other	Cumberland Farms of Vermont, Inc.

Payment and Acknowledgement

Signed by:

Date of Submission:

2024-02-13 18:18:20

Local Application Fee:

0

State of Vermont / DLL Application Fee:

110.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false



Application ID: DLL - Application - 37308
 Application for: Second Class License
 Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name: Cumberland Farms of Vermont, Inc.
Business ID: 0000063
Business Address: 165 FLANDERS ROAD,
 WESTBOROUGH, Massachusetts 01581
Entity Type: Business Corporation
Phone: 5082701504
Management Type if LLC: Manager-managed
Email: vt-retail-licensing@eg-america.com

People Information

• **Person:**
 Laura SALVUCCI

Business Role: Business Principal
Email: laura.salvucci@eg-america.com
Business Address: 165 FLANDERS ROAD,
 Westborough, Massachusetts, 01581
US Citizen?
Political Position
Phone: 5082701504
Name: Laura SALVUCCI
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**
 Robert Ramsden

Business Role: **Email:**

Registered Agent

robert.ramsden@eg-america.com

Business Address:

US Citizen?

,
,

Political Position

Phone:

Name: Robert Ramsden

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Annie Thompson *

Business Role:

Business Principal

Email:

columbianannie@gmail.com

Business Address:

433 Woodstock road,
woodstock, Vermont, 05091

US Citizen?

Yes

Political Position

Phone:

8024579147

Name: Annie Thompson *

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**

Wendy Clark*

Business Role:

Registered Agent

Email:

naturallilac30@yahoo.com

Business Address:

,
,

US Citizen?

Political Position

Phone:

Name: Wendy Clark*

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Cumberland Farms #8008

Location Address:

U.S. Route 4,
Woodstock, Vermont 05641

Local Jurisdiction/ Town Clerk:

Woodstock

Do you lease this Premises:**Health License:**

Food:

Lodging:

Vermont Tax Department:

Education Details

Student Name:

Annie Thompson

Training Completion Date:

Mon Nov 21 00:00:00 GMT 2022

Mode of Training:

DLC Online Training

Type of Training:

Second Class (Off Premise)

Foundational License (if applicable)

License Type:

Second Class

License Number:

LP-011778

Licensee Name:

Cumberland Farms #8008

License Status:

License Active - Ready for Renewal

Licensee Address:

U.S. Route 4 ,
Woodstock, Vermont 05641

License Start Date:**License End Date:**

Documents Attached

Name	Document Type	Associated With
D-01882	Articles of Organization	Cumberland Farms of Vermont, Inc.
D-01883	Proof of Worker Compensation Insurance	Cumberland Farms of Vermont, Inc.
D-01884	Federal Employee Identification #	Cumberland Farms of Vermont, Inc.
D-01953	Other	Cumberland Farms of Vermont, Inc.
D-02240	Health License	Cumberland Farms of Vermont, Inc.
D-02241	Other	Cumberland Farms of Vermont, Inc.
D-02321	Health License	Cumberland Farms of Vermont, Inc.
D-02323		Cumberland Farms of Vermont, Inc.
D-02322		Cumberland Farms of Vermont, Inc.
D-02324	Other	Cumberland Farms of Vermont, Inc.

Payment and Acknowledgement

Signed by:

Laura Salvucci

State of Vermont / DLL Application Fee:

70.00

Date of Submission:

2024-02-13 17:22:28

State of Vermont / DLL Payment Status:

Local Application Fee:

70

Local Control Payment Status:

false





Application ID: DLL - Application - 36892
Application for: Second Class License
Category of Business: Second Class

Business/ Entity Information

Business/ Entity Name: Shine Associates, VT. LLC
Business ID: 0356463
Business Address: 2 Avery Street Unit 32B,
Boston, Massachusetts 02111
Entity Type: Limited Liability Corporation
Phone:
Management Type if LLC: Member-managed
Email: tim@shineassociatesllc.com

People Information

- **Person:** Timothy Shine

Business Role: Business Principal
Email: tim@shineassociatesllc.com
Business Address: 2 Avery Street Unit 32B,
Unit 1, Massachusetts, 02111
US Citizen?
Political Position
Phone:
Name: Timothy Shine
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name: Woodstock Beverage
Do you lease this Premises:

Location Address:
512 E. Woodstock Road,
Woodstock, Vermont 05091

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Woodstock

Vermont Tax Department:

Education Details

Student Name:
John Clay

Training Completion Date:
Mon Mar 21 00:00:00 GMT 2022

Mode of Training:
DLC Online Training

Type of Training:
Second Class (Off Premise)

Foundational License (if applicable)

License Type:
Second Class

License Number:
LP-021167

Licensee Name:
Woodstock Beverage

License Status:
License Active - Ready for Renewal

Licensee Address:
512 E. Woodstock Road ,
Woodstock, Vermont 05091

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
D-05609	Federal Employee Identification #	Shine Associates, VT. LLC

Payment and Acknowledgement

Signed by:
Timothy Shine

State of Vermont / DLL Application Fee:
70.00

Date of Submission:
2024-02-06 15:02:24

State of Vermont / DLL Payment Status:

Local Application Fee:
70

Local Control Payment Status:
false



Application ID: DLL - Application - 36889
Application for: Tobacco License
Category of Business: Tobacco

Business/ Entity Information

Business/ Entity Name: Shine Associates, VT. LLC
Business ID: 0356463
Business Address: 2 Avery Street Unit 32B, Boston, Massachusetts 02111
Entity Type: Limited Liability Corporation
Phone:
Management Type if LLC: Member-managed
Email: tim@shineassociatesllc.com

People Information

- **Person:** Timothy Shine

Business Role: Business Principal
Email: tim@shineassociatesllc.com
Business Address: 2 Avery Street Unit 32B, Unit 1, Massachusetts, 02111
US Citizen?
Political Position
Phone:
Name: Timothy Shine
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name: Woodstock Beverage
Do you lease this Premises:

Location Address:
512 E. Woodstock Road,
Woodstock, Vermont 05091

Health License:
Food:
Lodging:

Local Jurisdiction/ Town Clerk:
Woodstock

Vermont Tax Department:

Education Details

Student Name:

Training Completion Date:

Mode of Training:

Type of Training:

Foundational License (if applicable)

License Type:
Tobacco

License Number:
LP-021168

Licensee Name:
Woodstock Beverage

License Status:
License Active - Ready for Renewal

Licensee Address:
512 E. Woodstock Road ,
Woodstock, Vermont 05091

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Associated With
D-05609	Federal Employee Identification #	Shine Associates, VT. LLC

Payment and Acknowledgement

Signed by:

State of Vermont / DLL Application Fee:
110.00

Date of Submission:
2024-02-06 14:54:11

State of Vermont / DLL Payment Status:

Local Application Fee:
0

Local Control Payment Status:
false

Application ID: DLL - Application - 38775
Application for: Third Class Restaurant/Bar License
Category of Business: Third Class

Business/ Entity Information

Business/ Entity Name: P & P Restaurants, LLC
Business ID: 0354534
Business Address: ,
 ,
Entity Type: Limited Liability Corporation
Management Type if LLC: Member-managed
Phone: 8022999347
Email: info@princeandpauper.com

People Information

• **Person:**
Elizabeth Schwenk

Business Role: Business Principal
Email: info@princeandpauper.com
Business Address: ,
 ,
US Citizen?
Political Position
Phone: **Name:** Elizabeth Schwenk
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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• **Person:**
Elizabeth Schwenk

Business Role: **Email:**

Business Principal

elizabethschwenk@princeandpauper.com

Business Address:

US Citizen?

,
,

Political Position

Phone:

Name: Elizabeth Schwenk

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Prince and the Pauper

Do you lease this Premises:

Location Address:

24 Elm Street,
Woodstock, Vermont 05091

Health License:

Food:11634
Lodging:

Local Jurisdiction/ Town Clerk:

Woodstock

Vermont Tax Department:

MRT-10993435-001

Education Details

Student Name:

Elizabeth Schwenk

Training Completion Date:

Tue Jul 26 00:00:00 GMT 2022

Mode of Training:

DLC Online Training

Type of Training:

First Class (On Premise)

Foundational License (if applicable)

License Type:

Third Class

License Number:

LP-021041

Licensee Name:

Prince and the Pauper

License Status:

License Active - Ready for Renewal

Licensee Address:

24 Elm Street ,
Woodstock, Vermont 05091

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
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Payment and Acknowledgement

Signed by:

Elizabeth Schwenk

State of Vermont / DLL Application Fee:

1095.00

Date of Submission:

2024-03-04 20:19:13

State of Vermont / DLL Payment Status:

Local Application Fee:

0

Local Control Payment Status:

false



Application ID: DLL - Application - 38769
Application for: First Class Restaurant/Bar License
Category of Business: First Class

Business/ Entity Information

Business/ Entity Name: P & P Restaurants, LLC
Business ID: 0354534
Business Address: ,
 ,
Entity Type: Limited Liability Corporation
Management Type if LLC: Member-managed
Phone: 8022999347
Email: info@princeandpauper.com

People Information

- Person:** Elizabeth Schwenk

Business Role: Business Principal
Email: info@princeandpauper.com
Business Address: ,
 ,
US Citizen?
Political Position
Name: Elizabeth Schwenk
Office:
Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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- Person:** Elizabeth Schwenk

Business Role: **Email:**

Business Principal

elizabethschwenk@princeandpauper.com

Business Address:

US Citizen?

,
,

Political Position

Phone:

Name: Elizabeth Schwenk

Office:

Jurisdiction:

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Location/ Premises Detail

Location Name:

Prince and the Pauper

Do you lease this Premises:

Location Address:

24 Elm Street,
Woodstock, Vermont 05091

Health License:

Food:11634
Lodging:

Local Jurisdiction/ Town Clerk:

Woodstock

Vermont Tax Department:

MRT-10993435-001

Education Details

Student Name:

Elizabeth Schwenk

Training Completion Date:

Tue Jul 26 00:00:00 GMT 2022

Mode of Training:

DLC Online Training

Type of Training:

First Class (On Premise)

Foundational License (if applicable)

License Type:

First Class

License Number:

LP-021040

Licensee Name:

Prince and the Pauper

License Status:

License Active - Ready for Renewal

Licensee Address:

24 Elm Street ,
Woodstock, Vermont 05091

License Start Date:

License End Date:

Documents Attached

Name	Document Type	Assosicated With
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Payment and Acknowledgement

Signed by:

Elizabeth Schwenk

Date of Submission:

2024-03-04 20:09:27

Local Application Fee:

115

State of Vermont / DLL Application Fee:

115.00

State of Vermont / DLL Payment Status:

Local Control Payment Status:

false



Application ID: DLL - Application - 38765
Application for: Outside Consumption Permit
Category of Business: OCP

Business/ Entity Information

Business/ Entity Name: P & P Restaurants, LLC
Business ID: 0354534
Business Address: ,
,
Entity Type: Limited Liability Corporation
Phone: 8022999347
Management Type if LLC: Member-managed
Email: info@princeandpauper.com

Foundational License (if applicable)

License Type: First Class
License Number: LP-021043
Licensee Name: Prince and the Pauper
License Status: License Active - Ready for Renewal
Licensee Address: 24 Elm Street ,
Woodstock, Vermont 05091
License Start Date: 2023-04-30
License End Date: 2024-06-30

Event Contact/s

Person:

Business Role: **Phone:**
Business Address: **Email:**
,
, ,

Violations:

Violation ID	Court/Traffic Bureau	Offense	Date of Offense
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Event Premises Details

Location Name:

Prince and the Pauper

Start date and time of event

End date and time of event

Location Address:

24 Elm Street,
Woodstock, Vermont 05091

Approximate Number of Persons Expected

Describe the type of event/ OCP Area:

Outside including awning, barriers include fence, side of building and roping. 12' x 30' in driveway between Prince and Pauper and History Center. Roped off entrance and fencing used at all times.

Local Jurisdiction/ Town Clerk:

Woodstock

Permanent use 12PM-9PM.

Documents Attached

Name	Document Type	Assosicated With
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Payment and Acknowledgement

Signed by:

State of Vermont / DLL Application Fee:
20.00

Date and time of Submission:

2024-03-04 20:03:38

State of Vermont / DLL Payment Status:

Local Application Fee:

0

Local Control Payment Status:
false

South Woodstock
New Electrical line and cable to Tower
Estimate

Currently the power line is direct buried in the field and the landowner has requested it be installed in conduit per current lease for the Tower site. Current power line is a direct bury in the ground and is 50 yrs. old.

Both Police and Fire radios are at this site.

670 from pole to building dig and install two new 3in conduit with handholes halfway

Conduit \$64 Per 10 ft and elbow and handholes - \$8800.00

Landowner offer to dig and fill – two days \$2600+\- Maybe able to use town highway

New house panel \$500

transfer switch \$500

Electrical and internet cable line \$3500.00

Electrician \$3500.00

Total todays estimate \$19,500

Timeline for Woodstock Select Board and Village Trustees

15 Days Before Meeting

- Email Board Members for agenda items

14 Days Before Meeting

- Chair meets with Municipal Manager to create first draft of agenda. Chair sends draft agenda to rest of board.

11 Days Before Meeting

- Last day to add item to agenda, including permits and applications.

10 Days Before Meeting

- Meeting agenda locked.

7 Days Before Meeting

- All meeting materials, including completed permit applications, sent in.
 - Complete permit includes all items listed on applications including fees, COI, map of event structures, traffic, safety and/or cleanup plan.
 - Permit requesters reminded that they or another representative must attend the meeting in person or online.

4 Days Before Meeting

- Complete meeting packets emailed to all board members. Agenda is posted three spots in Town, on the list serve and on the website.

36 Hours Before Meeting

- All questions from board members about agenda items sent to Municipal Manager

***Day of Meeting**

- Additions to agenda limited to emergencies and brief updates.

***3 Days After Meeting**

- Zoom recording posted to Town website.

***5 Days After Meeting**

- Draft minutes of meeting posted to Town website.

Created 10/17/2023

17

49

Level of Effort Worksheet (LOE)

V:\1_PROJECTS\Woodstock-VT\0-BD\Woodstock Main WWTF - Step II\0 - Contract\Woodstock Main WWTF - Step II LOE - DRAFT 2024-03-04.xlsx----> LOE <---

CLIENT : Town of Woodstock

PROJECT NAME: Woodstock Main WWTF

TASK DESCRIPTIONS	PROJECT NAME: Woodstock Main WWTF											Calc. By:	PAH
	HOURS BY BILLING RATE CLASSIFICATION (\$/Hour)											Check By:	JAO
	Senior Project Manager \$225.00 Jon/Joe	Senior Project Manager \$225.00 Paul	Senior Technical Engineer \$200.00 Lori/Laura	Senior Technical Engineer \$210.00 Kirstin	Project Engineer \$135.00 McLee/DeCola	Senior CADD Designer \$146.00 Joel	Senior Technical Engineer \$210.00 Marisa	Engineer \$112.00 Emily	Senior CADD Designer \$146.00 Josh	Project Assistant \$107.00 Janet/Jenna	Senior Environmental Coordinator \$187.00 k Peace	Public Outreach Coordinator \$165.00 Nichole	TOTAL HOURS
Pre-Design: Basis for Final Design (LS - Standard)													
Prepare Document		2		16	40							58	\$9,210.00
Review Meeting with DEC		4		2	2							8	\$1,590.00
Review of BOFD		4	2	4								10	\$2,140.00
Address Comments resubmit to DEC if needed		2		2	12							16	\$2,490.00
Pre-Design: Pre-Design Field Services (LS - Standard)													
Survey		4							2			6	\$1,114.00
Environmental Study / Wetlands		2							2			4	\$664.00
Geotechnical Study		4							2			6	\$1,114.00
Archeological Resource Assessment		2							2			4	\$664.00
Abatement Study		2							2			4	\$664.00
Pre-Design: ENV Report (LS - Non-Standard)													
Prepare ER				1						32		33	\$6,194.00
Prepare and submit EID including ER		2		1						8		11	\$2,156.00
Review Meeting with DEC		2		2						2		6	\$1,244.00
Address Comments				1						4		5	\$958.00
Model Development													
Prepare RFP			8	16	32							56	\$9,280.00
Submit RFP for DEC Review				4	4							8	\$1,380.00
Address Comments			2	4	8							14	\$2,320.00
Bid & Letter of Recommendation to Award Bid			2	4	8							14	\$2,320.00

60% Final Design: Production (LS - Standard)														
Finalize Physical Layout of Site & Contours				2			32		24				58	\$10,644.00
Develop Yard Pipe Layout				4			32		24				60	\$11,064.00
Model Yard Piping - REVIT	2					12							14	\$2,202.00
Engage Mechanical, Architectural and Electrical/Controls Eng														
Distribute revised 30% set to M, A, and E/C Consultants		4											4	\$900.00
Finalize int. layout of each bldg with A and M subs		8		8		8							24	\$4,648.00
Engage Structural Engineer with developed REVIT models		4											4	\$900.00
Push concrete repair content to nearly final design		8											8	\$1,800.00
Specs for concrete repair and tank lining		8											8	\$1,800.00
Complete Demolition Drawings - including construction phase														
Headworks				2		4							6	\$1,004.00
Aeration tank				2		4							6	\$1,004.00
Storage Building				2		4							6	\$1,004.00
Chlorine Contact Tank and Disinfection				2		4							6	\$1,004.00
Finalize Hydraulics				4	8								12	\$1,920.00
60% Design Development														
Headworks				8	32	16							56	\$8,336.00
Influent Pump Station				8	32	16							56	\$8,336.00
Biological Process				8	32	16							56	\$8,336.00
Secondary Clarifier & RAS/WAS Pumping				8	32	16							56	\$8,336.00
UV Disinfection				8	32	16							56	\$8,336.00
Chemical Feed Systems				8	32	16							56	\$8,336.00
Sludge Handling Facilities				8	32	16							56	\$8,336.00
Plant Drainage Pump Station				8	32	16							56	\$8,336.00
Plant Water System				8	32	16							56	\$8,336.00
Coordinate Layouts with M & A		4		4		4							12	\$2,324.00
Markup, complete and backcheck drawings				4		16							20	\$3,176.00
Coordinate Control building update with M, A and Controls		4		8		4							16	\$3,164.00
Coordinate Garage update with M, A and Controls		4		4		4							12	\$2,324.00
Markup, complete and backcheck drawing				4		16							20	\$3,176.00
Complete P&ID Drawing				2	4	2							8	\$1,252.00
Complete Process and Instrumentation Specs				12	40								52	\$7,920.00
Complete Div 2 Specs							12	16					28	\$4,312.00
Complete Site Dgn (grading, pipe profiles, roadway, manholes)							8	24	16				48	\$6,704.00
Finalize Yard Pipe Layout				2			8	12	16				38	\$5,780.00
Complete Concrete Repair Doc, Specification and Estimating		8											8	\$1,800.00
Integrate Drawings from Sub-consultants		4				8							12	\$2,068.00
Architectural coordination		12											12	\$2,700.00
Structural coordination		16											16	\$3,600.00
Mechanical / Electrical coordination		12											12	\$2,700.00
Controls coordination		2		16									18	\$3,810.00
Complete Div 0 and 1 Specs		2		4	20								26	\$3,990.00
Receive A, M + E Specifications		4								8			12	\$1,756.00
Receive A, M + E Cost Estimates		2		2									4	\$870.00
Compile 60% Cost Estimate		8		8	20		8	8					52	\$8,756.00
Compile 60% Specification Book		8		8			8				16		40	\$6,872.00
Revise Basis of design				2	8								10	\$1,500.00
60% Internal Review & Address Review Comments	24	8	8	8		8	8		8				72	\$14,496.00
Issue 60%		4		4		8	4		8	8			36	\$5,772.00
Construction Review			24										24	\$4,800.00
60% DEC Review Meeting		4		4	4		2						14	\$2,700.00

90% Final Design: Production (LS - Standard)												
Prepare Step III ESA for DEC review		16									16	\$3,600.00
Complete Step III CWSRF, waiting for 90% design documents		8									8	\$1,800.00
Complete EID / SHPO Work		4		8							12	\$1,980.00
Distribute Final Building models to A + E consultants		1			2						3	\$517.00
90% Design Development												
Headworks				8	12	8					28	\$4,468.00
Influent Pump Station				8	12	8					28	\$4,468.00
Biological Process				8	12	8					28	\$4,468.00
Secondary Clarifier & RAS/WAS Pumping				8	12	8					28	\$4,468.00
UV Disinfection				8	12	8					28	\$4,468.00
Chemical Feed Systems				8	12	8					28	\$4,468.00
Sludge Handling Facilities				8	12	8					28	\$4,468.00
Plant Drainage Pump Station				8	12	8					28	\$4,468.00
Plant Water System				8	12	8					28	\$4,468.00
Complete Control Bldg - Renovations and SCADA coordination				8		8					16	\$2,848.00
Complete Site Dgn (grading, pipe profiles, roadway, manholes)				2			8	24	16		50	\$7,124.00
Integrate Drawings from Sub-consultants / Review		4				4					8	\$1,484.00
Architectural coordination		12									12	\$2,700.00
Structural coordination		16									16	\$3,600.00
Mechanical / Electrical coordination		12									12	\$2,700.00
Controls coordination				8							8	\$1,680.00
Compile Final Cost Estimate		4		4	4		4	4			20	\$3,568.00
Compile 100% Specification Book		8		8			8			16	40	\$6,872.00
Revise Basis of design				2	4						6	\$960.00
90% Internal Review & Address Review Comments	24	8	8	8		8	8		8		72	\$14,496.00
Issue 90% Design		2		4	2	8	4		8	8	36	\$5,592.00
Construction Review			16								16	\$3,200.00
90% DEC Review Meeting		4		4	4		2				14	\$2,700.00

100% Final Design and Issue for BID: (LS - Standard)												
Review DEC Comments				4	4		4				12	\$2,220.00
Integrate Owner/Operator Comments		8		8	8	8	8		8		48	\$8,576.00
Integrate DEC Comments				8	8	8	8		8		40	\$6,776.00
Complete Step III CWSRF		8									8	\$1,800.00
Update Step III ESA (have ready for execution)		8									8	\$1,800.00
Review with A + E consultants		8									8	\$1,800.00
Compile 100% Documents for Final DEC review		8		8			8			16	40	\$6,872.00
Pre-Bid Internal Review & Address Review Comments	8	8	8	8		8			8		48	\$9,728.00
Issue 100% Design for approval to Bid		4		4		4	4	4	4	8	32	\$5,052.00
Receive Approval to Bid from DEC			2								2	\$400.00

PERMITTING (NTE - Standard)														
Dept Public Safety Fire Safety Permit		8			8	2					2		20	\$3,386.00
Asbestos Lead Control Certification Coordination		8			8	1					2		19	\$3,240.00
Local Zoning Floodplains Compliance Permit/Signoff		8			8	1					2		19	\$3,240.00
City Site Plan Approval		8			8	2					2		20	\$3,386.00
Funding Assistance (NTE - Standard)														
CWSRF Support	2	16		4									22	\$4,890.00
Coordination with Other Grant Opportunities	2	16		4									22	\$4,890.00
Public Outreach (NTE - Standard)														
Public Meetings (2)	2	16		16								16	50	\$10,050.00
User Rate Analysis		4		16	40								60	\$9,660.00
Project Website		2		8									60	\$12,030.00
Social & Print Media Assistance		2		2								14	18	\$3,180.00
Plant Tours (1)	2	8		8	8							10	36	\$6,660.00
Energy Efficiency Assistance (NTE - Non-Standard)														
Coordination Meetings	4	12			12								28	\$5,220.00
Matrix of Alternatives	2	12			16								30	\$5,310.00

TOTAL LABOR HOURS	86	567	92	608	1124	622	262	156	238	98	46	100	3999	
TOTAL COSTS	\$19,350	\$127,575	\$18,400	\$127,680	\$151,740	\$90,812	\$55,020	\$17,472	\$34,748	\$10,486	\$8,602	\$16,500		\$678,385.00

TOTAL BILLING RATE COSTS	\$678,385
ENGINEERING CONTINGENCY	\$67,839
TOTAL FEE	\$746,224
SUBCONSULTANTS	\$394,900
EXPENSES	\$6,284

TOTAL:	\$1,147,407
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150 Dow Street Manchester, New Hampshire 03101 - 1227

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
[Town of Woodstock, Vermont] (“Owner”) and
[Hoyle, Tanner & Associates, Inc.] (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[Woodstock Main Wastewater Treatment Facility (WWTF) Predesign & Final Design] (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Engineering Final Design Services]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Vermont. ~~in which the Project is located.~~

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT USED**
- E. Exhibit E, Notice of Acceptability of Work. **NOT USED**
- F. Exhibit F, Construction Cost Limit. **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [Town of Woodstock, Vermont]

Engineer: [Hoyle, Tanner & Associates, Inc.]

By: []
Print name: []
Title: []
Date Signed: []

By: []
Print name: [Jon A. Olin, PE]
Title: [Vice President]
Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: []

Address for Owner's receipt of notices:

[]

Address for Engineer's receipt of notices:

[125 College St., 4th Floor
Burlington, Vermont 05401]

Designated Representative (Paragraph 8.03.A):

[]

Title: []

Phone Number: []

E-Mail Address: []

Designated Representative (Paragraph 8.03.A):

[Mr. Jon A. Olin, PE]

Title: [Vice President]

Phone Number: [802-489-7364]

E-Mail Address: [jolin@hoyletanner.com]

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - **NOT USED**

A.—Engineer shall:

- ~~1.—Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - ~~a.—If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] **[List the specific potential solutions here.]**~~
 - ~~b.—If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c.—If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2.—Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3.—Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4.—Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5.—Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~
- ~~15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and~~

any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

A1.02 Preliminary Design Phase - **NOT USED**

~~A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
[Reference Exhibit J]~~

~~10. Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [] days of authorization to proceed with this phase, and review them with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [] days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
[Reference Exhibit J.]
 10. Furnish for review by Owner, its legal counsel, and other advisors, [1 hardcopy, 1 electronic] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [800] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [21] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1 hardcopy, 1 electronic] final copies of such documents to Owner within [50] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is []. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

A1.04 *Bidding or Negotiating Phase – NOT USED*

- ~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
 - ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the qualifications of prospective contractors.~~
 - ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement~~~~

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~

~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~

~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [] **[List any such tasks or deliverables here.]**~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 Construction Phase – NOT USED

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]**~~

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. ~~*Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~
5. ~~*Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~
6. ~~*Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
7. ~~*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
9. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - b. ~~The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and~~~~

~~maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~
- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~

- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~
- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~19. *Inspections and Tests:*~~
- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
 - ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
 - ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~
- ~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

- a. ~~Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~
- b. ~~By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion.~~

Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

~~24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: [] [List any such tasks or deliverables here.]~~

~~25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. Standards for Certain Construction Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

A1.06 Post-Construction Phase – **NOT USED**

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work~~

~~or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[] **[List any such tasks or deliverables here.]**~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization – NOT USED*

- ~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~
- ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
 - ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [REDACTED]

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$[1,058,400] based on the following estimated distribution of compensation:

- a. Study and Report Phase \$[0]
- b. Preliminary Design Phase \$[0]
- c. Final Design Phase \$[1,058,400]
- d. Bidding and Negotiating Phase \$[0]
- e. Construction Phase \$[0]
- f. Post-Construction Phase \$[0]

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [None]

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [26] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$[89,000] based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[0]
b. Preliminary Design Phase	\$[0]
c. Final Design Phase	\$[89,000]
d. Bidding or Negotiating Phase	\$[0]
e. Construction Phase	\$[0]
f. Post-Construction Phase	\$[0]
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [September 15th each calendar year]) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of [1.05].

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.10].
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for
Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.05].
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of [February 1 each calendar year]) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.10].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	at cost
Copies of Drawings	at cost
Mileage (auto)	\$ [0.67]/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Reference Attached 2023 Hoyle Tanner Rate Sheet

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[1,000,000]
 - 2) Bodily injury by disease, each employee: \$[1,000,000]
 - 3) Bodily injury/disease, aggregate: \$[1,000,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[10,000,000]
 - 2) General Aggregate: \$[10,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[5,000,000]
 - 2) Annual Aggregate \$[5,000,000]

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --

- 1) Bodily injury, Each Accident \$[]
- 2) Bodily injury by Disease, Each Employee \$[]
- 3) Bodily injury/Disease, Aggregate \$[]

c. General Liability --

- 1) General Aggregate: \$[]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[]

d. Excess Umbrella Liability

- 1) Per Occurrence: \$[]
- 2) General Aggregate: \$[]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$[]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:

- a. Hoyle, Tanner & Associates, Inc
Engineer
- b. Hallam ICS
Engineer’s Consultant
- c. Vermont Survey and Engineering, Inc.
Engineer’s Consultant
- d. Engineering Ventures
Engineer’s Consultant
- e. GVV Architects Inc.
Engineer’s Consultant
- f. Sanborn Head & Associates, Inc.
Engineer’s Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.

3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon mediator or mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

Exhibit J

Scope of Services

Woodstock Main WWTF Upgrade – Step II Predesign and Final Design

Background

To address effluent permit requirements, age-related needs and redundancy requirements, an upgrade of the **Woodstock Main WWTF** is proposed. The following summarizes the elements of the recommended project as identified in the Preliminary Engineering Report:

Liquid Stream

Screening:

- 18” Influent sewer
- 12-inch wide x 11.25-foot deep influent channel
- 30-inch wide x 11.25-foot deep channel at screen
- Center flow screen with 3 mm (1/8-inch) perforated UHMWPE openings
 - Stainless steel construction
 - 0.75 HP explosion proof drive motor
 - Ultrasonic level sensors
 - Float switches
 - Spray wash system with explosion proof solenoid valves
 - Plant water filter/strainer
 - Wash water pressure gauges
 - Main control panel
 - Local control station
- Wash Compactor
 - Stainless steel construction
 - 1.5 HP explosion proof drive motor
 - Spray wash system with explosion proof solenoid valves
 - Discharge chute to common screenings/grit dumpster
- By-pass channel with manual bar rack

- 18-inch wide screening effluent channel to grit removal system
- Headworks Building rated for Class 1, Division I hazardous space, with a separate unclassified Electrical Room.
- Ventilation provided for compliance with current NFPA 820 requirements.

Grit Removal:

- Grit removal influent channel
- Grit removal system
 - Concrete grit chamber
 - Motor driven paddle assembly with integral air and water scour
 - Grit Pump
- Grit Classifier
 - Stainless Steel Construction
 - Grit cyclone separator
 - Grit classifier hopper
 - Grit screw conveyor
- Control Panel

Influent Pumping:

- Replacement of existing two (2) influent pumps with three (3) dry pit submersible pumps
- New variable frequency drives
- New suction and discharge valves
- New magnetic flow meter on pump discharge header
- New level control system in pump wet well
- New pump force main to new biological process

Biological Process:

- Construction of new aeration tanks that include two trains of anoxic, potential anaerobic and aerobic zones
- Reconfiguration of splitter box
- Two (2) 25 HP Blowers
- Fine Bubble Membrane Diffusers
- Mixing in anaerobic/anoxic tankage

Chemical Feed and Storage Facilities for Phosphorus Removal:

- Chemical yard piping to dosing points
- Rehabilitation of the existing chlor/dechlor storage and feed rooms including:
 - Demolition of existing disinfection equipment, storage tanks, interior components, and interior wall
 - New overhead doors and concrete containment area
 - Replacement of HVAC, plumbing, and electrical systems

- New emergency eye wash and shower
- New paint, coatings, and finishes
- New coagulant storage tanks
 - Two (2) 1000-gallon cross-linked HDPE tanks
 - Level detection system
- New chemical feed skid
 - Triplex pump skid with three (3) peristaltic pumps
- New chemical feed piping and valves

Secondary Clarification:

- Concrete repair of two (2) existing tanks
- Replacement of two (2) existing Spiraflo Clarifier components:
 - Drive assembly
 - Inlet trough
 - Effluent weir
 - Access Bridge
 - Scraper assembly
 - Surface skimmer assembly and scum box
- Scum Boxes
 - Replacement of scum pit level indicators
 - Hard-pipe scum pits to WAS pump
- Clarifier House Refurbishment
 - New above-grade Electrical Room Addition (approximately 200 sq. ft.)
 - Concrete repair of top slab/roof
 - Replacement of equipment access hatch
 - Replacement of electrical and HVAC
 - Replacement of spiral staircase

RAS and WAS Pumping:

- RAS Pumps
 - Two (2) new RAS pumps
 - New VFDs
 - New suction and discharge check and isolation valves
 - New magnetic flow meter
 - New RAS force main to new biological process
- WAS Pumps
 - Two (2) new WAS pumps
 - New suction and discharge check and isolation valves
 - New magnetic flow meter
 - New WAS force main to sludge holding tanks

- New suction lines to existing scum boxes

Disinfection:

- Concrete channel with:
 - 36'-6" length x 12" width x 54" depth
 - Module Support Rack
 - Level Control Weir
- Three (3) UV Banks, each containing:
 - 3 Type 316 stainless steel modules
 - 6 UV low pressure lamps/module
- Automatic chemical/mechanical cleaning system
- Monitoring system for indication of UV intensity, lamp age, and alarms
- Remote indication of UV intensity
- Remote indication of low UV intensity alarm
- Maintenance module cleaning rack
- Davit crane for UV module lifting
- Effluent Flow Measurement
 - Level control weir
 - Ultrasonic level indicator
- Effluent automatic sampler

Effluent Flow Measurement:

- New concrete effluent channel
 - Width x length to be determined based on control device selected
 - Location: downstream of disinfection alternative selected
- Effluent flow measurement:
 - 90° v-notch weir, or
 - 6" Parshall flume
- Ultrasonic level detector

Chemical Feed and Storage System for pH Adjustment:

- Chemical Room at New Headworks Building to house chemical storage drums and feed equipment.
 - Spill drum pallets for storage of 55-gallon drum of pH adjustment chemicals with containment sized to contain 125% of design volumes.
 - Emergency eyewash and shower.
- Chemical Feed
 - Shelf-mounted positive displacement chemical feed pumps
 - 2 (1 duty, 1 standby)

Plant Water:

- One (1) pump skid consisting of
 - Two (2) variable speed vertical turbine pumps, 7.5 hp each
 - Design capacity 50-100 gpm @ 70psi pressure setpoint
- One (1) control panel with integral VFDs

- Climate controlled housing for pump skid, motors, control panel, and stilling well access
- 4,000-gallon capacity precast concrete stilling well
 - Level control system

Solids Stream

Sludge Holding Facilities:

- New floating decanters for each storage tank
- New polymer feed skid-mounted system
- Replacement of diffusers with new coarse bubble diffusers
- Process piping modifications and valve replacements
- Electrical and instrumentation upgrades

Building/Site

Control Building:

- Separate lab from office space
- Insulate and paint interior of existing buuilding
- Replace HVAC
- New interior and exterior paint

Plant Drainage Pump Station

- Raised invert of wet well
- Concrete repair
- New grating
- New trash baskets and lifting mechanisms
- New metal components inside wet well
- Two (2) vertical turbine, high-flow pumps
- New level control system
- New process valves
- New weatherproof superstructure
- New 12” discharge force main

Site

- New security fence and entrance gate
- New HVAC system in Maintenance Garage
- New yard hydrants
- New site lighting
- New yard process, plant water, and chemical piping where needed
- New electrical and instrumentation conduit and wire where needed
- New pavement
- Site restoration and landscaping

1. Pre-Design Services

1.1. Basis for Final Design

- Amendment of the Woodstock Main WWTF (WMF) NPDES Discharge Permit is not required since this project will not increase the permitted flow, however, submittal of the Basis for Final Design in the Wastewater Program format is required.
- The Basis for Final Design document will be prepared for review and approval.
- One (1) meeting with Vermont DEC-WID is included.

1.2. Environmental Report

Conduct field investigations, resource map reviews, and site observations. Complete the Vermont DEC WID Environmental Information Document and Environmental Report. The Environmental Report will include the following information:

- Project Need
- Project Purpose
- Description of Project Scope and Design (as detailed in the PER)
- Environmental Justice Considerations (impacts to a sensitive population)
- Cultural, Historic, and Archaeological Resources Present
- Land Use (planning, zoning, historic use)
- Intergovernmental Review of Federal Programs
- Wetlands, Floodplains, Coastal Zones, Wild & Scenic Rivers (potential impacts)
- Fish and Wildlife and Endangered Species (potential Impacts)
- Drinking Water & Groundwater Quality (potential impacts)
- Air Quality, Noise and Emissions (potential impacts)
- NEPA Related Considerations
- Mitigation Measures and/or Alternative Plans of Action

Hoyle Tanner will prepare the report and submit to VTDEC WID for their review and concurrence. We anticipate one, 2-hr. meeting to coordinate with DEC/ANR staff while completing the Environmental Review.

1.3. Wetland Classification and Delineation Services

Wetland delineations and documentation. Delineation to be completed according to the methodology from the 1987 Corps of Engineers Wetland Delineation Manual and 2012 regional Supplement. The wetland boundary will be marked by a line of sequentially numbered WETLAND DELINEATION flags for survey and mapping by others. Field notes will be taken sufficient for documentation of the delineation and for assessment of wetland values & functions as required for a Vermont Wetland Permit. Documentation will include completion of Army Corps of Engineers Wetland Determination Data Forms and letter report, and submission to State of Vermont District Wetland Ecologist for concurrence.

1.4. Survey

Survey consultant will perform the topographic survey for this project in accordance with the HTA Survey Scope of Services and delineated on the attached sketch. It is assumed that facility operators will assist with access to sanitary structures, and with obtaining invert elevations/pipe diameters in those structures. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor. The survey will be expressed in U.S. Survey Feet, referenced vertically to NAVD 88, and horizontally to NAD 83 SPC (4400 VT).

1.5. Archaeological Resource Assessment

The Archaeological Resource Assessment will entail the following tasks:

- Compile project information including the project size, location, and description of proposed undertaking.
- Review environmental information including soils, bedrock geology, topography, and hydrology.
- Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
- Consult the Vermont Division for Historic Preservation's Online Resource Center (ORC) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
- Examine historical maps and provide an interpretation of potential historic resources.
- Photograph structures within the APE.
- Assess the archeological sensitivity and potential and provide recommendations regarding Phase IB testing.

The report will be prepared according to the Guidelines for Conducting Archeology in Vermont (2017). As appropriate, the report will contain text, tables, color maps and photographs. Hartgen will provide a PDF version of the draft report for the client's review. The client will compile and submit all comments to Hartgen in a single submission. Hartgen will address one round of comments, making revisions to the report as appropriate. Hartgen will issue one hard copy and one PDF copy of the final report.

1.6. Explorations and Geotechnical Engineering Service

Geotechnical Engineer will coordinate an exploration program consisting of test borings, perform soils laboratory testing and make a geotechnical evaluation of the subsurface findings relative to the foundation and earthwork associated with the proposed structures. Findings will be presented in a written report.

Exploration & Testing: Based on our understanding of the proposed construction and the anticipated soil conditions, we plan to complete exploration as required by the Geotechnical Engineer to complete their report and provide required data listed below.

The soils in the test borings will be sampled at 2- to 5-foot intervals using a split-spoon sampler and Standard Penetration Test (SPT) methods. If softer clays are encountered, Shelby Tube sampling will be attempted for lab sampling, and in-situ Vane Shear Tests will be performed to assess in-situ soil strength. S.W. Cole will observe and log the explorations.

Geotechnical Engineer will pre-mark the site and notify Dig Safe to mark-out member utilities, using a dimensioned plan identifying the type and location of underground utilities and/or other manmade objects beneath the site. The Geotechnical Engineer will engage a private utility locator to locate underground utilities and/or other manmade objects in the immediate vicinity of proposed subsurface explorations. Neither Hoyle Tanner nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of Hoyle Tanner and Geotechnical Engineer prior to commencement of Geotechnical Engineer's exploration program.

Soil samples obtained from the explorations will be returned to Geotechnical Engineer's laboratory for testing. Laboratory testing may include gradations, Atterberg Limits, moisture contents and organic contents as needed to assist with classification.

Geotechnical Analysis & Report: Following the subsurface exploration program and as pertinent design information becomes available, Geotechnical Engineer will evaluate the subsurface findings relative to foundation support of the proposed structures and outfall piping. Findings will be presented in a written geotechnical report including:

- Summary of Subsurface Conditions (Soil, Bedrock as encountered & Groundwater)
- Excavation and Dewatering Considerations
- Recommendations for Site and Subgrade Preparation
- Geotechnical Parameters for Shallow Foundations as appropriate
 - Frost Depth
 - Allowable Soil Bearing Capacity
 - Subgrade Modulus
 - Base Friction Factor
 - Estimated Post-Construction Settlement
 - Lateral Earth Pressures
 - Recommendations for Foundation Drainage
- Recommendations for Ground Improvement, if necessary
- Recommendations for Pile Foundations, if necessary
- Seismic Site Classification (IBC 2015, N-Value Method)
- Recommendations for Lateral Earth Pressure Coefficients
- Recommendations for Fill, Backfill and Compaction
- Suitability for Re-Use of Site Soils

An exploration location plan (base plan provided by Hoyle Tanner), logs of the exploration and laboratory test results will be attached to the geotechnical report, which will be provided in reproducible portable document file (pdf) format.

Geotechnical Engineer's scope of work does not include:

- one-dimensional consolidation, Atterberg Limits testing and consolidation-related settlement evaluation, if soft cohesive soils are encountered

2. Basic Services – Final Design

2.1. Preparation of Final Design Plans and Specifications

The Engineer will make engineering investigations as necessary and will compile data as required for the design and drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for the proposed wastewater treatment facility upgrade specified in the above background provided.

The project shall be as approximately shown in the report entitled Preliminary Engineering Report dated January 30, 2023, as prepared by Hoyle, Tanner & Associates. A detailed description of the Recommended Project is provided in the above background information. This design shall include the following:

- Use of existing designs, maps, soil borings, and other available information to the maximum extent feasible.
- The technical specifications will be supplemented with the DEC required “front-end” documents to make a set of construction contract documents suitable for public bidding purposes which may include:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Form
 - Contract Form
 - General and Supplemental General Conditions
 - Special Conditions
 - Technical Specifications

For the 30%, 60%, and 90% design review drafts, the sets of construction drawings, specifications, and the contract documents shall be provided by the Engineer as follows:

- One (1) copy and PDF copy for the Owner
- One (1) copy and PDF copy for review agencies

For the final design plans, contract documents and specifications (construction set) the Engineer will provide the following in addition to two (2) Owner’s copies:

- One (1) copy and PDF copy to the DEC

2.2. Engineer’s Opinion of Probable Construction Cost

An opinion of probable construction cost and total project cost, based upon completed final drawings and specifications, will be furnished to the Owner and review agencies.

2.3. Preparation of Construction Phase Schedule

A general schedule for the construction phase of the project will be furnished to the Owner and review agency. This schedule shall identify the following for which the construction contract work duration (continuous calendar days) is based:

- Execution of the Notice to Proceed
- Field work commencement
- Field work seasonal stoppage/start-up (if applicable)
- Substantial and/or Final Completion of Work

2.4. Design Meetings

The Engineer will meet at reasonable and customary intervals to provide a close liaison with the Owner, the State of Vermont Department of Environmental Conservation (VTDEC) and other recognized authorities having jurisdiction regarding the engineering phases of the project.

- Kick-off meeting
- 30% review meeting
- 60% review meeting
- 90% review meeting

2.5. Structural Sub-Consultant's Scope of Services

- Specifications for the Structural elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions.
- Structural design and detailing for new and existing structures including:
 - New Headworks Building with Chemical Storage including:
 - Grit Removal and Fine Screen Channels
 - Chemical Containment structures
 - New Aeration Tanks with multiple cells and 2 train redundancy
 - Refurbish splitter box to direct flow to new tanks
 - Rehabilitate Chlor/ De-Chlor Storage and Feed Rooms
 - Rehabilitate Existing Secondary Clarifiers
 - Concrete Assessment and Repair
 - Concrete Lining if recommended
 - Renovate and Expand Clarifier Control room including:
 - Repair roof
 - Replace Stairs
 - Design an addition of 200sf +/-.
 - New UV Disinfection Building including:
 - UV Channel
 - Effluent Flow Channel
 - New shelter for Plant Water wet well
 - Renovate Existing Control Building
 - New interior walls
 - Insulate exterior walls
 - Evaluate insulation at roof level
 - Drainage Pump Station
 - Repair concrete and waterproof structure
 - New Grating

2.6. Architectural Sub-Consultant's Scope of Services

- Specifications for the Architectural elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing structures.
- Building envelope design and detailing for new and existing structures including:
 - New Headworks and Chemical Storage Building.
 - Secondary Clarifier Control Room.
 - New UV Disinfection Building.
 - Renovations to the existing Control Building.

2.7. Mechanical /Sub-Consultant's Scope of Services

- Specifications for the Mechanical elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing systems.
- Mechanical design and detailing for new and existing structures including:
 - New Headworks Building with Chemical Storage including:
 - Heating and NFPA 820 compliant ventilation systems
 -
 - Rehabilitate Chlor/ De-Chlor Storage and Feed Rooms including:
 - HVAC and Plumbing
 - Renovate and Expand Clarifier Control room
 - New UV Disinfection Building including HVAC and Plumbing
 - New shelter for Plant Water wet well including HVAC and Plumbing
 - Renovate Existing Control Building including new HVAC and plumbing

2.8. Electrical Sub-Consultant's Scope of Services

- Specifications for the Electrical elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Site visits to assess existing conditions and develop code review.
- Code review for new and existing systems.
- Electrical design and detailing for new and existing systems including:
 - Sludge Pumping: Provide a new 208/120V electrical panel to serve the building lighting, receptacles, heating, and ventilation equipment. The panel could supply the RAS/WAS pump VFDs if suitable space is created to locate this type of equipment at the clarifier structure.
 - New Headworks Building: Provide a 208/120V panel and surge protector.
 - Existing Electrical Panels: Replace older panels from the original construction.
 - Surge Protection: Install surge protection devices at the power feed to each building and structure. Install surge protection on all outdoor instrumentation.
 - Replace existing wiring devices such as lighting switches and receptacles. This will provide an opportunity to inspect the branch circuits for proper grounding and replace worn out devices. Generally, the wiring itself could remain and be reused unless specific problems are identified.
 - Replace corroded metal fasteners and electrical supports with stainless steel.
- Lighting design and detailing for new and existing systems including:
 - Replace all interior lighting with LED type.
 - Provide interior lighting controls including dimming and occupancy sensing as appropriate for each location.
 - Install battery powered exit and emergency lights at all locations.
 - Install flood lighting at aeration tank and clarifier bridges. Two head LED floods with photoelectric and motion sensors, mounted to a 1" conduit mast, is recommended as an economical alternative to large industrial flood lights.
 - Install wall mounted exterior lighting fixtures with photoelectric and motion sensors at each building entrance. Each light should have a switch inside the door that disables the

automatic photo control. Lights that are switched off do not come on automatically at dusk unless motion is detected.

- Retain the existing pole mounted site lighting but replace the underground wiring.
- Replacement of the existing T5 fluorescent lighting in the Maintenance Garage to LED could be bid as a cost saving alternate.
- Communications, Fire, Security and Protection design and detailing for new and existing systems including:
 - Install underground conduits between the buildings for telephone and data communications wiring.
 - Install a security alarm system with fire detection at the Operations Building. This location has the highest risk for burglary and fire.
 - Install a UL certified lightning protection system at process buildings including the Operations, Headworks, Blower/Generator buildings for compliance with NFPA 820 and to provide additional protection from lightning induced surges.
 - The system should consist of roof mounted air terminals and a buried copper ground ring around the perimeter of the building.

2.9. Instrumentation and Control Sub-Consultant's Scope of Services

- Specifications for the Controls elements of the project.
- Construction Cost Estimate at 60% and 90% completion.
- Controls design and detailing for new and existing systems including:
 - Replace the intermediate wastewater pump VFDs. Provide separate enclosures for each VFD to facilitate servicing.
 - Replace the RAS/WAS pump VFDs. Provide separate enclosures for each VFD to facilitate servicing.
 - Replace the existing sludge blower starters with VFDs.
 - Retain existing MCC motor starters at the Operations Building. Upgrade components as required.
 - Install new standalone motor starters for process and building mechanical equipment where it's required.
 - Provide a new PLC/SCADA system. The new system should be comprised of new PLCs at each building that are connected by a fiber optic network.
 - Each PLC control panel should have a door mounted operator display panel for local viewing of process information.
 - Install a SCADA computer workstation in the Operators office with a desktop PC, LED monitor, and laser printer. The SCADA software shall provide status and alarm reporting, permit Operator entry of adjustable setpoints, and have remote access and alarming capabilities.
 - Internet connections should be provided with firewalls and virus protection. Two factor authentication should be used to control remote access.
 - Install a backup means to communicate the most critical PLC generated plant alarms off site in the event of an internet failure. Relay outputs from the PLC system should be wired directly to a cellular based alarm panel (Mission Communications), or an automatic telephone dialer.
 - Interface between the PLC system and control panels supplied by process equipment manufacturers should be hardwired I/O. Network connections to vendor supplied

systems increases the risk of cyberattacks. They also require additional programming coordination between the two systems and can be a source of failure.

3. Special Services

3.1. Permitting Assistance

A Department of Environmental Conservation & Natural Resources Board Project Review Sheet will be requested upon completion of the Environmental Information Document. A not to exceed budget has been identified for this task. The following permits are assumed to be required and are included in this scope of work:

- Department of Public Safety: The permit application will be prepared and submitted to obtain a State Construction Permit from the Division of Fire Safety.
- Coordination of the Asbestos Lead Control Certification. Note, the Owner will contract services for asbestos and lead paint testing. Hoyle Tanner will assist the Owner in coordination with the testing company. The Certification shall be provided by the Owner-procured testing company.
- Local Zoning Permit or Sign Off for Floodplains: review local zoning requirements for floodplains and demonstrate compliance for the proposed project.
- Town approval for the new Buildings and site plan approval may be required. The applications and exhibits will be prepared and submitted to the Town Planning Department for review and approval.

3.2. Funding Assistance

Provide assistance and coordination with funding agencies and with potential applications to new funding sources. A not to exceed budget has been identified for this task.

- Assist with applications for low interest loan and grant funding through the VT DEC CWSRF program
- Hoyle Tanner will coordinate with the Owner if other funding opportunities become available and adjust the not to exceed budget to a mutually agreed amount accordingly.

3.3. Public Outreach

Hoyle Tanner will assist the Owner with Public Outreach, Project Education, and information sharing in advance of the Town bond vote. A not to exceed budget has been identified for this task with services to be provided generally as outlined below:

- Participate and Lead Public Meetings and project presentation. It is anticipated that up to 2 meetings will be held for this project – in person at Woodstock Town Offices
- User Rate Analysis - Evaluate impacts of project cost to general tax rate and system user rate for bonding the recommended project.
- Create a Project Website and maintain through the Bond Vote. This will be the Town's property with an opportunity to continue the website through the project design and construction phases.
- Assist with Social and Print Media.
- Guide Woodstock WWTF Plant tours. One plant tour has been included in the proposed fee. The plant tour will be open to the public with a registration up to a number of attendees approved by the Town. The tour may be recorded and posted on the Project Website.

3.4. Energy Efficiency Assistance

Hoyle Tanner will assist the Owner with potential plant energy efficiency opportunities including identifying design, construction and long-term maintenance/operations impacts. A not to exceed budget has been identified for this task.

4. Work Not Included in Scope

The following tasks are not included in the scope of work and could be provided as “additional services”, if necessary, via future addendum:

- Act 250 Permitting;
- Stream Alteration Permitting;
- Permitting assistance beyond tasks identified in the scope of work;
- Design of additional project elements not identified in the recommended project as outlined in the Preliminary Engineering Report.
- Construction Phase Engineering, including bid phase services, construction administration, construction inspection.

Owner Responsibilities

Your responsibilities under this agreement shall include:

- Provide all available information as to the project requirements.
- Provide access to the site.
- Designate a contact person who can act with the Owner's authority regarding this project.
- Complete careful, timely Deliverables reviews and provide comments during Deliverable meetings.
- Attend critical meetings with the State and funding agencies if needed.

END OF EXHIBIT J

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

**Town of Woodstock
Select Board Special Meeting
February 2, 2024
10:00 am
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Chair Ray Bourgeois, Susan Ford, Keri Cole, Greg Fullerton, Laura Powell, Eric Duffy, Nikki Levakis, Robert Densmore, Tom Meyerhoff, Cynthia Volk, Lauren Dorsey

A. Call to order

1. Chair Bourgeois called the Select Board Special Meeting of February 2, 2024, to order at 10:00 am.

B. Additions & deletions from posted agenda

1. Addition – executive session.

C. Citizen comments – none.

D. Votes

1. Sewer rate

- a. The Select Board discussed the sewer rate for FY2024, which was set at 12.84, an increase from the previous year due to less water usage.
- b. Eric Duffy mentioned that 7% of the total raised would go towards the South Woodstock Bond.

Motion: by Susan Ford to approve the sewer rate of 12.84 for FY24.

Seconded: by Keri Cole.

Vote: 4-0-0, passed. (Greg Fullerton was not present)

2. Dispatch contract

- a. A dispatch contract with the Windsor County Sheriff's office was discussed.
- b. The contract, which was proposed by the former Police Chief, was not finalized due to the departure of the former Police Chief.
- c. The contract, which will provide dispatch services for the Sheriff's office, is expected to generate additional unbudgeted revenue for the Town.

Motion: by Keri Cole to approve the dispatch contract with the Windsor County Sheriff's office.

Seconded: by Susan Ford

Vote: 5-0-0, passed.

E. Other business

1. Executive session

Motion: by Laura Powell to enter executive session to discuss a contract that, if made public prematurely, could put the public body at a disadvantage at 10:06 am.

Seconded: by Keri Cole.

Vote: 5-0-0, passed.

The Select Board left executive session and resumed the public meeting at 10:23 am.

F. Adjournment

Motion: by Susan Ford to adjourn the meeting at 10:23 am.

Seconded: by Greg Fullerton.

Vote: 5-0-0, passed.

*Respectfully submitted,
Nikki Levakis*

**Town of Woodstock
Select Board Meeting
February 20, 2024
6:00 pm
Town Hall & Zoom
Minutes**

Draft minutes are subject to approval.

Present: Ray Bourgeois, Susan Ford, Keri Cole, Greg Fullerton, Eric Duffy, Nikki Levakis, Sara Houasse, Sherry Sousa, Derek DeMas, Lauren Dorsey, Benjamin Brickner, Hannah Eames, Karim Houry, Wendy Marrinan, Tom Meyerhoff, Cynthia Volk, Christopher McCown, Hayley Bauer, Alex Wilson, Ben Ford, Roger Logan, Thomas McCaughey, Bill Corson, Seton McIlroy, Jenny Silva, David Hill, Kristian Kurtzhalz, Chris Henderson, Annie Mears, Susie Stulz, Carol Wood, Mary Riley, Jon Spector, PJ Eames, Steven Bauer, Todd Ulman, Jill Davies, Mollie Duckworth, Clay Duckworth, Nancy Nutile-McMenery

A. Call to order

1. Chair Bourgeois called the Select Board meeting of February 20th to order at 6:00 pm.

B. Addition to & deletions from posted agenda – none.

C. Citizen comments

1. There was a discussion about the potential use of EDC funds for infrastructure projects in Woodstock.
 - a. Karim Houry suggested using half of the average \$300,000 EDC funds to create reserves for future infrastructure needs or to tackle immediate needs related to economic development.
 - b. Wendy Marrinan expressed her support for Karim's suggestion.
 - c. Eric Duffy mentioned that the Board's will have a discussion about goals and objectives in April, which would be a good time to bring up this topic.

D. Manager's report

1. Eric Duffy informed residents about the sewer bills that had been sent out and encouraged early payment to avoid late charges.

E. Presentations

1. School Committee – new building project

- a. Ben Ford, a member of the School Board provided updates on recent developments.
- b. Ben discussed the progress of the project, noting the completion of value engineering in late December and removal of 16.5 million dollars from the project scope, resulting in total savings.
- c. A 99 million dollar bond is on the ballot for March 5th.
- d. The State released new square foot standards for construction aid, to which the school's project conformed.

- e. The Board of Education reviewed other school projects and determined their project to be cheaper than others.
- f. They received approval to continue as a site for a middle school and high school building.
- g. They shared an online calculator to help residents understand the potential impact of the bond.
- h. They discussed potential impact of the bond.
- i. They discussed potential consolidation in the region, with Woodstock being designated as a hub for future consolidation.
- j. They discussed budget cuts made in the school project, which amounted to a total of \$12 million in savings.
- k. The final design of the building was discussed, highlighting the decision to cut the turf field and other architectural features to reduce costs.
- l. The final design includes \$650 per square foot, which is lower than other recent school projects around the State.
- m. The school's fundraising efforts for the school project, having raised \$3.5 million and received a \$25,000 grant, were discussed.
- n. Various scenarios, including borrowing \$99 million at a 3.6% interest rate over 40 years, were presented.
- o. Concerns about the average tax increase for education and plans for future fundraising were addressed.
- p. The question of approaching the Rockefellers for a donation was raised and responded to.
- q. The school discussed the potential cost of demolishing the old school, which is part of the \$99 million bond amount.
- r. Concerns were raised about the impact on local businesses and second homeowners, with clarification that the school district would receive a larger allocation from the State Education Fund.
- s. There was also a discussion on the distribution of tax rates among homestead property taxpayers, businesses, and second homeowners.
- t. The importance of not cutting programs that attract students was emphasized.
- u. Renovations can only be financed for a maximum of 30 years, which could lead to higher tax rates.
- v. The discussion also touched on the presence of asbestos and oil mitigation under the boiler room.

F. Votes

1. Bond Street

- a. Mollie Duckworth and Clay Duckworth introduced themselves as the new owners of 3 Bond Street and 4 Bond Street, expressing their love for the property's history and their plans for it.
- b. Mollie and Clay discussed the need to modify the house and establish the width of the road, with a proposal to establish the width of the road at 1 ¼ rods.
- c. They proposed adding a sidewalk to the road with curbing.
- d. The estimated cost of their changes was approximately \$150,000 with the owners expected to cover a majority of the expenses.
- e. They were hoping to start the project around 2027-2028, with the need for a crosswalk across Pleasant Street also discussed.
- f. The discussion was tabled until Mark Hunter and Fire Chief David Green could provide feedback.
- g. Tabled.

2. Sewer abatement requests

- a. Jakbar LLC – 217102f Maxham Meadow Way
 - i. Jakbar LLC owner discussed receiving a sewer tax bill for outstanding taxes from before their property purchase.
 - ii. They requested assistance and hoped for an abatement, but Susan Ford suggested it was their attorney's responsibility.

Motion: by Keri Cole to approve the sewer abatement request for 217102f Maxham Meadow Way to abate penalty and interest.

Seconded: by Laura Powell.

Vote: 4-1-0, passed. (Chair Bourgeois for, Keri for, Greg for, Laura for, Susan against)

b. 7 Stanton Street

- i. Alex Wilson from 5 Stanton Street raised concerns about receiving two sewer bills, clarifying that the 2nd bill was intended for a nonexistent property at 7 Stanton Street.
- ii. Alex proposed to remove the bill for 7 Stanton Street, which amounted to a previous balance of \$1,231 and a current new bill of \$642.
- iii. Eric Duffy confirmed that the bill for 7 Stanton Street was based on minimum billing as there was no water reading for that property.

Motion: by Keri Cole to approve the sewer abatement request to remove the bills for 7 Stanton Street.

Seconded: by Laura Powell.

Vote: 5-0-0, passed.

3. Parade permits

a. Covered Bridges Half Marathon – CBHM Inc

- i. Nancy Nutile-McMenery received approval for a half marathon, which is expected to have 2,000 participants and benefit nonprofit organizations.

Motion: by Keri Cole to approve the parade permit for the Covered Bridges Half Marathon as submitted by CBHM Inc.

Seconded: by Susan Ford.

Vote: 5-0-0, passed.

b. Prouty Ultimate – Friends of Dartmouth Cancer Center

Motion: by Susan Ford to approve the parade permit for Prouty Ultimate as submitted by Friends of Dartmouth Cancer Center.

Seconded: by Keri Cole.

Vote: 5-0-0, passed.

4. EDC funding recommendations

- a. The EDC held its annual meeting where they approved eight out of eleven proposals totaling about \$70,000.
- b. These proposals included funding for various initiatives such as the Wonder Room and a municipal solutions summit, as well as a new event called the Pride of Woodstock High Heal Race.
- c. Several proposals were declined, including one for a social service non-profit and a request to build a public restroom.
- d. They discussed the shuttle service and its funding, noting that it was about the same as last year.

Motion: by Keri Cole to approve the EDC grants for \$70,000.

Seconded: by Susan Ford.

Vote: 5-0-0, passed.

- e. The EDC discussed a proposal from the housing working group to convert short-term rentals to long-term ones, aiming to add 20 units to the current 11.
- f. The EDC recommended funding of \$87,000 for this program, and an additional \$40,000 was approved for the Housing Advisor.
- g. They allocated \$60,000 for six additional accessory dwelling units but noted potential budget constraints.

Motion: by Laura Powell to approve the Housing Program recommendations for \$187,000 to the above mentioned programs.

Seconded: by Keri Cole.

Vote: 5-0-0, passed.

5. Sunday Drive (Cannabis Commission)

Motion: by Susan Ford to approve Sunday Drive's permit.

Seconded: by Keri Cole.

Vote: 5-0-0, passed.

6. Laura Powell (Planning Commission ex-officio)

Motion: by Keri Cole to appoint Laura Powell to the Planning Commission as ex-officio.

Seconded: by Susan Ford.

Vote: 4-0-1, passed. (Chair Bourgeois for, Susan for, Keri for, Greg for, Laura abstained).

7. Letter of intent Woodstock Aqueduct Company

- a. Appreciation was extended to Jon Spector and Charlie Kimbell for their contributions to the Woodstock Aqueduct issues.
- b. In July, Woodstock faced a flood that disrupted the portable water supply for 10 days and led to delays in repairs due to ineligibility for FEMA reimbursement.
- c. The Town then considered purchasing the private aqueduct company, which sparked a community discussion.
- d. A working group was formed to investigate the pros and cons of the purchase with the help of Harvard Business School.
- e. They recommended that the Town should acquire the water company, which was favorably considered by the Finance Committee.
- f. Negotiations and due diligence begin with this letter of intent.

Motion: by Keri Cole to approve the signing of the letter of intent to the Woodstock Aqueduct Company.

Seconded: by Susan Ford.

Vote: 5-0-0, passed.

G. Discussions

1. STR update

- a. The Planning Commission is still working on short-term rental policies, aiming to promote public health, safety, and balance the needs of property owners and neighbors.

2. South Woodstock update

- a. Vermont State University students who will be working on the design project are expected to present their proposal by early April.

3. Investment Advisory Report

- a. The Rockefeller Endowment Fund was presented, highlighting a 3% decrease in worth since the previous report, but still performing as well as any market investment.
- b. The fund also contributes to the Town and Village's taxes.

4. Informational session update

- a. The Select Board discussed the upcoming informational session, deciding to have a single person monitor and receive questions via chat, and suggested attendees arrive early to test the microphone.

H. Other business – none.

I. Approval of minutes

1. 1/8/24 minutes
2. 1/16/24 minutes

3. 1/23/24 minutes

Motion: by Keri Cole to approve the minutes of 1/8/24, 1/16/24, and 1/23/24 as submitted.

Seconded: by Susan Ford.

Vote: 5-0-0, passed.

J. Adjournment

Motion: by Susan Ford to adjourn the meeting at 7:57 pm.

Seconded: by Keri Cole.

Vote: 5-0-0, passed.

*Respectfully submitted,
Nikki Levakis*