BRATTLEBORO SELECTBOARD
TUESDAY, JULY 14, 2020
SPECIAL MEETING – 6:15PM
HELD REMOTELY VIA GoToMeeting
MINUTES

NOTE: Per the "Stay Home – Stay Safe" order issued by Governor Scott on March 13, 2020, this meeting was held remotely with no physical location using GoToMeeting.

Selectboard members in attendance: Tim Wessel, Elizabeth McLoughlin, Ian Goodnow, Daniel Quipp, and Brandie Starr.

Staff participating: Town Manager Peter Elwell, Assistant Town Manager Patrick Moreland, Public Works Director Steve Barrett, Planning Director Sue Fillion, and Executive Secretary Jan Anderson.

Others participating: Erin Maile O'Keefe, Chris Hart, Annie Richards, Rikki Risatti, Gary Stroud, ASL interpreters Janet Dickinson and Karen Todd, and BCTV staff and volunteers.

Chair Tim Wessel called the meeting to order at 6:15pm. He confirmed that the meeting was properly warned.

CHAIR'S REMARKS
Wessel made a reference to the current difficult times because of the Coronavirus/COVID-19 pandemic and repeated someone's quote: "We may not all be in the same boat, but we are in the same storm." He said that the storm may get stronger and that information would continue to be posted on the Town's website. He suggested that people be kind to each other.

MANAGER'S COMMENTS
None.

SELECTBOARD COMMENTS AND COMMITTEE REPORTS
Quipp announced that the Rental Stabilization Program through the State Housing Authority went into effect yesterday. He said that renters who were in arrears could apply and so could landlords. He suggested that people with mortgages who needed assistance could apply through the VHFA website. He noted that funds were being paid on a first come-first serve basis.

PUBLIC PARTICIPATION
None.

NEW BUSINESS
Handy Stations – *Consideration of Proposal.* Erin Maile-O'Keefe, Chris Hart, and Annie Richards were present to speak to the handy station proposal. Maile-O'Keefe said that the locally produced hand sanitizing stations were designed in collaboration with local artists, engineers, and musicians. She said the proposal was to sell the stations for $1,200 each and situate them in front of participating businesses, who would "adopt" the stations and provide care and upkeep for them. She said that each station would be personalized for the business and include a 20 second jingle, written by a local musician, that would be triggered by a motion sensor. She said that the stations were intended to invite shoppers safely into downtown businesses and support local artists, engineers, musicians, and businesses that had been negatively impacted by the Coronavirus/COVID-19 shutdown. Annie Richards added that the stations would provide an economic vitality and uniqueness in the downtown area, and would draw people into businesses in safe and fun ways. McLoughlin inquired whether the Downtown Brattleboro Alliance (DBA) and Chamber of Commerce had offered to purchase any stations. Maile-O'Keefe said both organizations were in support of the stations and that DBA was providing "person power," but neither had purchased

stations. Wessel suggested purchasing three stations now and then possibly consider purchasing additional stations after other sponsors contributed to the project. Gary Stroud suggested installing a station at the Brattleboro Transportation Center. There was much discussion by the Board, including the musical component, wanting more information on which businesses were in support of the project, whether to install one station in front of the Library, and other possible installation locations.

MOTION BY ELIZABETH McLOUGHLIN TO AUTHORIZE THE EXPENDITURE OF $3,600 FOR SPONSORING OF THREE HANDY STATIONS, ONE OF WHICH WOULD BE PLACED IN FRONT OF BROOKS MEMORIAL LIBRARY. MOTION CARRIED 5-0.

Annual Financial Plan – Town Highways – *Approve Town's Submittal to VTrans.* Public Works Director Steve Barrett said that the Board was asked to approve the Annual Financial Plan for Town Highways. He said the Plan was required to be submitted to the State within 60 days of the adoption of the Town's budget, and it would provide eligibility for the Town to receive funding assistance for roads and transportation related programs. He explained the difference between the four classes of roadways. There was a brief discussion by the Board.

MOTION BY ELIZABETH McLOUGHLIN TO APPROVE THE "ANNUAL FINANCIAL PLAN–TOWN HIGHWAYS" FORM FOR SUBMITTAL TO THE VERMONT AGENCY OF TRANSPORTATION. MOTION CARRIED 5-0.

Route 9 Bike Lane Scoping Project – *Award Contract for Consultant Services.* Planning Director Sue Fillion said that the Board was asked to award a bid for consultant services for the Route 9 Bike Lane Scoping Project to Dufresne Group in the lump sum amount of $40,000. She said that the Town was awarded a $32,000 VTrans Bicycle and Pedestrian Grant in December, 2019, for a scoping study of a bike lane connecting the I-91 Exit 2 area to Main Street. She added that the additional funds necessary would come from the Department of Public Works' budget, as set forth in her memo dated June 29, 2020. There was a brief discussion by the Board.

MOTION BY DANIEL QUIPP TO AWARD A BID FOR CONSULTANT SERVICES TO DUFRESNE GROUP IN THE LUMP SUM AMOUNT OF $40,000 FOR THE ROUTE 9 BIKE LANE SCOPING PROJECT. MOTION CARRIED 5-0.

Town Committees and Boards – *Appointments.* Elwell said that the Board was asked to appoint members to the ADA Advisory Committee and Honor Roll Committee for terms beginning on July 1, 2020. Rikki Risatti inquired about the status of names missing from one of the monuments on the Common. There was a brief discussion.

IAN GOODNOW NOMINATED CARMEN "NINA" WILLSON FOR THE ADA COMMITTEE, AND SAMUEL R. HASKINS FOR THE HONOR ROLL COMMITTEE. NOMINATIONS CARRIED 4-0 (STARR WAS NOT PRESENT AT THE TIME OF THE VOTE).

There was no further business.

MOTION BY ELIZABETH McLOUGHLIN TO ADJOURN AT 7:27PM. MOTION CARRIED 4-0 (STARR WAS NOT PRESENT AT THE TIME OF THE VOTE).

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Ian Goodnow, Clerk

BRATTLEBORO SELECTBOARD
TUESDAY, JULY 21, 2020
REGULAR MEETING – 6:15PM
HELD REMOTELY VIA GoToMeeting
MINUTES

NOTE: Per the "Stay Home – Stay Safe" order issued by Governor Scott on March 13, 2020, this meeting was held remotely with no physical location using GoToMeeting.

Selectboard members in attendance: Tim Wessel, Elizabeth McLoughlin, Ian Goodnow, Brandie Starr, and Daniel Quipp.

Staff participating: Town Manager Peter Elwell, Assistant Town Manager Patrick Moreland, and Executive Secretary Jan Anderson.

Others participating: Alex Fischer, Shea Witzberger, Ain Thompson, Abby Mnookin, HB Lozito, Tara O'Brien, Rikki Risatti, Elizabeth Francese, Amber Arnold, Franz Reichsman, Julie Cunningham-Cook, "ACAB", Gary Stroud, ASL interpreters Janet Dickinson and Elizabeth Fox, and BCTV staff and volunteers.

Chair Tim Wessel called the meeting to order at 6:16pm. He confirmed that the meeting was properly warned.

APPROVE MINUTES

Chair Wessel asked the Board to approve the minutes from July 7. There was no discussion.

MOTION BY IAN GOODNOW TO APPROVE THE MINUTES FROM JULY 7. MOTION CARRIED 5-0.

CHAIR'S REMARKS

Chair Wessel noted that the Selectboard Clerk Ian Goodnow would be assisting with managing the "chat" feature in this remote meeting, and he asked people interested in speaking to add their names to the chat section with a comment that they wanted to speak. There was a brief discussion about how to manage the chat function. Wessel then remarked on the trauma taking place in the nation on many levels, due to COVID-19 and other social concerns. He asked people to reject the polarization affecting the country in order to move forward with community safety especially for people of color and other historically marginalized communities everywhere. He noted that New England held a robust democratic process and this Board welcomed reasonable requests brought forward by community members. He said that he was a strong believer in democracy and free speech, and participants were asked to be respectful and avoid inappropriate comments at this forum. He said that he looked forward to collaboration with community members while reviewing the Town's Police Department procedures and the safety of the community.

MANAGER'S COMMENTS

Town Manager Elwell announced that the Board would hold a special meeting on Tuesday, July 28, to discuss how to move forward with scheduling Representative Town Meeting this year. He thanked voters who responded to the survey.

SELECTBOARD COMMENTS AND COMMITTEE REPORTS

Goodnow noted that two elections were approaching – the primary election on August 11 and the general election on November 3. He suggested that voters visit MyVoterPage to update their registration information and to request absentee ballots. He said there would be no in-person early voting and he encouraged people to vote by mail. He said to contact Town Clerk Hilary Francis with questions.

PUBLIC PARTICIPATION

Oscar Heller, Chair of the Energy Committee, announced that two seats on the Energy Committee were vacant. He noted that the committee was very active and committed. He suggested that anyone with questions contact him at oheller@protonmail.com.

UNFINISHED BUSINESS

Police Review Process – *Further Consideration.*

Wessel opened the discussion by asking Board members to speak first. Goodnow noted that he received Board member Quipp's e-mail today at 12:46pm containing a four-page substantive "Collaborative Community Statement." Goodnow questioned whether procedurally the Board should hold a discussion on that document since it had not been made available to the public and, consequently, could the Board vote on it tonight. Quipp stated that he had been working with the group of people who prepared the Community Proposal ("Proposal"), that the material was in response to McLoughlin's Request for RFP ("RFP"), and that it was germane to the topic that had been publicly warned. He added that precedence had previously been set when the Board, at times, had received materials at or just prior to the meeting. He noted that a link with the document had been added to the GoToMeeting platform for this meeting so people watching this meeting could see the document. He said he believed that the Board and community could work collaboratively and accomplish something transformative. He asked that the Board extend a courtesy to the many people "in attendance" at this meeting who wanted to speak to the Proposal. There was some discussion by the Board, including whether to provide time for the public to review the document and the need for Board members to have additional time to absorb and understand it.

Alex Fischer said that the authors of the Proposal were seeking a review process with a focus on comprehensive examination of community safety and policing in Brattleboro to determine whether the police force effectively met the community's needs and how best to fund and support community safety. They said many members of the community did not feel safe so wanted to create community safety and wellness for everyone and to review the institution of policing, not just whether the Brattleboro Police Department ('BPD") was doing a good job. They said the group wanted to seize the enormity of the current political moment and asked the Board to slow down and give time for the process to evolve. They said that members who wrote the Proposal had been doing this work for the "long haul" and would continue for the long haul. They spoke of five points of disagreement with the RFP, being (1) needing a wider scope, (2) providing community decision-making power involving those impacted at all levels, (3) remove from the RFP the chosen framework and leading outcome specified in Campaign Zero and, instead, provide a process, (4) extend the timeline, and (5) value community work and process. They said many people were in "attendance" that wanted to speak to the matter. McLoughlin responded and said she was in agreement with some of Fischer's requests but said she needed additional time to fully understand the wider scope and community decision-making requests. There was some discussion by the Board, including better understanding the requests, clarification on some of the requests and process, collaborative work, and complying with the Town Charter and State statutes.

Ain Thompson, Abby Mnookin, and HB Lozito read the full Community Proposal in full, a copy of which was added to the back-up materials for this meeting. Shea Witzberger, HB Lozito, Tara O'Brien, Wichie Artu, Rikki Risatti, and Elizabeth Francese spoke in support of the Proposal and added their comments and opinions.

Chair Wessel called for a recess at 8:00pm. He reconvened the meeting at 8:12pm.

Quipp suggested as a way to move forward that McLoughlin meet with community members who drafted the Proposal in order to produce a more polished RFP for discussion at a future meeting. McLoughlin thanked the community members for the invitation to meet with them, and she requested time for her to thoroughly read and digest the Proposal. There was discussion by the Board and members of the community on working in collaboration on a way to move forward. Amber Arnold noted that community

members hoped for an equitable collaboration with the Board while providing people with experience with decision-making power. There was a very lengthy discussion by the Board about how to move forward, including some members needing more time to read and absorb the Proposal, the revised facilitator's experience and qualifications noted in the Proposal, concerns that the public had not yet had a chance to review the Proposal, Open Meeting Law requirements, clarification of what would be voted on at this meeting, formation of a process and committee to continue the process, and amending the proposed RFP. Several members of the public provided additional comments and opinions: Amber Arnold, Alex Fischer, Rikki Risatti, Abby Mnookin, Shea Witzberger, Franz Reichsman, Julie Cunningham-Cook, "ACAB," Ain Thompson, and Gary Stroud.

Quipp offered some language that could be included in a motion where action could be taken. He stated that a fully flushed-out document was not necessary tonight, but he requested a commitment from the Board. With assistance from a community member, Quipp offered a preliminary motion, as follows:

MOTION BY DANIEL QUIPP TO MAKE A COMMITMENT TO ACCEPT THE COMMUNITY STATEMENT IN FULL ALONG WITH LIZ McLOUGHLIN'S RFP [REQUEST FOR PROPOSALS], AND MOVE FORWARD WITH THAT.

Quipp added that he would ask Town staff to draft a RFP based on the Community Statement and incorporate McLoughlin's RFP into it and then build on it. There was much discussion about who should be included in drafting the document. Starr objected to the Town preparing such a document. She insisted that BIPoC and LGBTQ community members, who had been impacted by the system, should be the authors of the document, and that the five-person Board and Town Manager should endorse what the community partners prepared and not take the lead on it. She said that the community members told the Board what they needed and she asked the Board to trust them and let them take the lead. McLoughlin noted that she had been in full support of the previous statement submitted by the community group and had discussions about it with people in the community, but this Proposal was different and she had not yet had the opportunity to fully understand what was being proposed. She agreed it would be responsible to have an RFP with paid facilitators so that important and meaningful discussions could follow. She suggested adding the matter to the next agenda for action.

Quipp revised and restated his previous motion, as follows, and asked the Board to vote on it.

MOTION BY DANIEL QUIPP TO ACCEPT THE COMMUNITY STATEMENT IN FULL AND ASK TOWN STAFF TO DRAFT A RFP BASED ON IT.

Goodnow asked Quipp whether he intended to include the McLoughlin RFP with the Community Statement. HB Lozito (one of the authors of the Community Statement) offered a modification to the motion to vote for the continued process of working together so that the community had a role in continuing to define the process and then working together to define a new RFP and bring a collaborative statement to the next meeting. There was some discussion about how to proceed. Goodnow offered a friendly amendment to add this to the next agenda and vote on it then.

Quipp amended his motion to remove Town staff from preparation of the RFP, as follows:

AMENDED MOTION BY DANIEL QUIPP TO ACCEPT THE COMMUNITY STATEMENT IN FULL AND COLLABORATE WITH THEM TO PRODUCE A RFP.

McLoughlin noted that it would be helpful for Town staff to be involved in preparing the RFP because it would be a legal contract and the staff would have the insights on preparing such a document. Town Manager Elwell agreed that if the Town was officially launching a RFP process, it would require Town involvement and ultimately Selectboard action. He said that the community members could continue on its own initiative and could generate its own action without Town involvement, but if the police department was asked to enact changes and if the Town's budget and spending was impacted, any action would

require Selectboard action, as well as Representative Town Meeting action, at some point. He said there was value in an opportunity for continued collaboration that would include community members' lived experience. He suggested that one or two Selectboard members could engage with a core group of the community members, with the support of staff resources, and then bring a RFP to the Board for approval. There was more discussion by the Board, including when to schedule it for further discussion. Elwell recommended that the Board schedule a special meeting that would include this as the sole topic. Board members agreed to hold a special meeting for this purpose on Thursday, August 6, and to distribute the document publicly on August 3.

AMENDED MOTION BY DANIEL QUIPP TO ACCEPT THE COMMUNITY PROPOSAL IN FULL AND ASK REPRESENTATIVES FROM THAT PROCESS TO DRAFT A MORE FULL RFP [REQUEST FOR PROPOSAL] BASED ON IT BY MONDAY, AUGUST 3, AND RELEASE IT PUBLICLY AND WIDELY FOR SELECTBOARD MEMBERS, TOWN STAFF, AND THE BROADER COMMUNITY TO READ AND DIGEST IN ORDER TO DISCUSS AND VOTE ON THURSDAY, AUGUST 6. MOTION CARRIED 5-0.

Wessel thanked participants in this meeting for their hard work on several levels.

There was no further business.

MOTION BY DANIEL QUIPP TO ADJOURN AT 10:51 PM. MOTION CARRIED 5-0.

_____

Ian Goodnow, Clerk

BRATTLEBORO TOWN CLERK
230 Main Street, Suite 108
Brattleboro, Vermont 05301-2885

Telephone 802-251-8129
Fax 802-257-2312
Email hfrancis@brattleboro.org

MEMORANDUM

TO: Liquor Commissioners, Town of Brattleboro
VIA: Peter Elwell, Town Manager
FROM: Hilary Francis, Town Clerk
RE: SAXTONS RIVER DISTILLERY, LLC. – First and Third Class Liquor License
DATE: July 20, 2020

August 4, 2020 Selectboard Meeting

Saxtons River Distillery, LLC, located at 155 Chickering Drive, is hoping to obtain a First and Third Class Liquor License. They already hold an Outdoor Consumption Permit.

There are no outstanding taxes or fees owed to the Town.

Attached is the first and third class liquor license application and addendum.

The application has been reviewed and approved by the Brattleboro Police and Fire Departments.

Following review by Local Liquor Commissioners, the application will be subject to review by the Vermont Department of Liquor Control for final action.

Mr. Stromberg will be present at the Selectboard meeting to address any questions the Board may have.

cc: Fire
Police

VERMONT
DEPARTMENT OF LIQUOR AND LOTTERY
DIVISION OF LIQUOR CONTROL

802 Spirits

FIRST/SECOND/THIRD CLASS LIQUOR LICENSE AND TOBACCO APPLICATION

(License year is May 1ST through April 30TH of the following year)

Saxtons River Distillery, LLC.
Print Name of Person, Partnership, Corp., Club or LLC

Doing Business as – Trade Name

155 Chickering Dr.
Street

Brattleboro, VT 05301
Town or City & Zip Code

802-246-1128
Telephone Number

Mailing Address (if different from above)

Email address: orders@saplingliqueur.com

20VL000755

APPLICATION FEES:

FIRST CLASS LICENSE - $115.00 to DLC **and** $115.00 to Town/City

SECOND CLASS LICENSE- $70.00 to DLC **and** $70.00 to Town/City

SECOND CLASS RETAIL DELIVERY PERMIT - $100.00 to DLC

THIRD CLASS LICENSE - $1,095 for a full year to DLC
$550 for 6 or fewer months to DLC

TOBACCO LICENSE- **(there is no application fee for tobacco if applying for second class)**

TOBACCO ENDORSEMENT PERMIT - $50.00 to DLC

**If applying for Tobacco only license, please use the Tobacco Only form.*

Please check appropriate categories

- [x] FIRST CLASS
- [ ] SECOND CLASS
- [x] THIRD CLASS
- [ ] TOBACCO
- [ ] Retail Delivery Permit
- [ ] Tobacco Endorsement
- [ ] Restaurant
- [ ] Hotel
- [ ] Club
- [ ] Commercial Kitchen (a Liquor Control Commercial Caterer's License is needed with this license)
- [x] Distillery Tasting Room

TO THE CONTROL COMMISSIONERS OF THE TOWN/CITY OF Brattleboro

Application is hereby made for a license to sell malt and vinous beverages under and in accordance with Title 7, Vermont Statutes Annotated, as amended, and certify that all statements, information and answers to questions herein contained are true; and in consideration of such license being granted do promise and agree to comply with all local and state laws; and to comply with all regulations made and promulgated by the Board of Liquor and Lottery. Upon hearing, the Board of Liquor and Lottery may, in its discretion, suspend or revoke such license whenever it may determine that the law or any regulations of the Board of Liquor and Lottery have been violated, or that any statement, information or answers herein contained are false.

JUL 7 AM 9:08

MISREPRESENTATION OF A MATERIAL FACT ON ANY LICENSE APPLICATION SHALL BE GROUNDS FOR SUSPENSION OR REVOCATION OF THE LICENSE, AFTER NOTICE AND HEARING.

If this premise was previously licensed, please indicate name _____

I/we are applying as (please check one):

- [ ] INDIVIDUAL
- [x] LIMITED LIABILITY COMPANY
- [ ] PARTNERSHIP
- [ ] CORPORATION

Please fill in name and address of individual, partners, directors or members.

LEGAL NAME	STREET/CITY/STATE
Christian Stromberg	35 New England Dr., Brattlebor, VT 05301

Are all of the above **citizens** or **lawful permanent residents** of the UNITED STATES? [x] Yes [ ] No

If naturalized citizen or lawful permanent resident of the United States, please provide a copy of the naturalization or lawful permanent resident documentation.

CORPORATE INFORMATION:
If you have checked the box marked CORPORATION, please fill out this information for stockholders (attach sheet if necessary).

LEGAL NAME	STREET/CITY/STATE

Date of incorporation _____ Is corporate charter now valid? Yes ○ No ○

Corporate Federal Identification Number _____

Have you registered your corporation and/or trade name with the Town/City Clerk? Y ○ N ○ and/or Secretary of State? Y ○ N ○
(as required by VSA Title 11 § 1621, 1623 & 1625).

 JUL 7 AM 9:08

ALL APPLICANTS

HAVE ANY OF THE APPLICANTS EVER BEEN CONVICTED OR PLED GUILTY TO **ANY** CRIMINAL OR MOTOR VEHICLE OFFENSE IN ANY COURT OF LAW (INCLUDING TRAFFIC TICKETS) AT ANY TIME? ☐ YES ☑ NO

If yes, please complete the following information: (attached sheet if necessary)

Name	Court/Traffic Bureau	Offense	Date

Do any of the applicants hold any elective or appointive state, county, city, village/town office in Vermont? (See VSA, T.7, Ch. 9, §223)
If yes, please complete the followinginformation:

Name	Office	Jurisdiction

Please give name, title and date attended of manager, director, partner or individual who has attended a Liquor Control Licensee Education Seminar, as required by Education Regulation No. 3:

Name: Christian Stromberg

Title: Owner

Date: April 25, 2019

If you have not attended an Education Seminar prior to making application, please visit www.liquorcontrol.vermont.gov and click on Seminar Schedule for a list of Seminars in your area.

FOR ALL APPLICANTS: DESCRIPTION /LOCATION OF PREMISES (Section 4)

Description of the premises to be licensed: Tasting Room and outside area. Southern end of building at 155 Chickering Dr., Brattleboro, VT
Indoor space is approximately 2,000 sf

Does applicant own the premises described? YES ◉ NO ○ If not owned, does applicant lease the premises? YES ○ NO ○

If leased, name and address of lessor who holds title to property: _____

Are you making this application for the benefit of any other party? YES ○ NO ◉

FIRST CLASS APPLICANTS ONLY: No first-class license may be issued without the following information.

HEALTH LICENSE #: Food Lodging (if licensed as a Hotel)

VERMONT TAX DEPARTMENT: Meals & Rooms Certificate/Business Account#

Business is devoted primarily to (*please check one*): Tasting Room - Distillery

☐ **FOOD (restaurant)** ☐ **HOTEL** ☐ **CLUB** ☐ **COMMERCIAL CATERING**

If you are considering Outside Consumption service on decks, porches, cabanas, etc. you must complete an Outside Consumption Permit. This form can be found on our website at www.liquorcontrol.vermont.gov and then click on licensing and then forms.

ALL APPLICANTS MUST COMPLETE AND SIGN BELOW

The applicant(s) understands and agrees that the Board of Liquor and Lottery may obtain criminal history record information from State and Federal repositories prior to acting on this application.

I/We hereby certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan approved by the Commissioner of Taxes to pay any and all taxes due the State of Vermont as of the date of this application. (VSA, Title 32,§3113).

In accordance with 21 VSA, §1378 (b) I/We certify, under pains and penalties of perjury, that I/We are in good standing with respect to or in full compliance with a plan to pay any and all contributions or payments in lieu of contributions due to the Department of Employment and Training.

If applicant is applying as an individual: I hereby certify that I/We are not under an obligation to pay child support or that I/We are in good standing with respect to child support or am in full compliance with a plan to pay any and all child support payable under a support order. (VSA, Title 15, §795).

Dated at Brattleboro in the County of Windham and State of Vermont

this 1 day of July, 2020

Corporations/Clubs: Signature of Authorized Agent

_____

_____

Individuals/Partners: (All partners must sign)

_____

_____

JUL 7 AM 9:08

TOWN/CITY APPROVAL/DISAPPROVAL

Upon being satisfied that the conditions precedent to the granting of this license as provided in Title 7 of the Vermont Statutes Annotated, as amended, have been fully met by the applicant, the commissioners will endorse their recommendation on the back of the applications and transmit both copies to the Board of Liquor and Lottery for suitable action thereon, before any license may be granted. For the information of the Board of Liquor and Lottery, all applications shall carry the signature of each individual commissioner registering either approval or disapproval. Lease or title must be recorded in town or city before issuance of license.

Brattleboro, Vermont, 8/4/2020
Town/City Date

APPROVED	DISAPPROVED

Please check one: ☐ Approved ☐ Disapproved

by the Board of Control Commissioners of the City or Town of Brattleboro

Total Membership 5 Members present _____

Attest, _____
City or Town Clerk

TOWN OR CITY CLERK SHALL MAIL ONE APPLICATION DIRECTLY TO THE DIVISION OF LIQUOR CONTROL, 13 Green Mountain Drive, Montpelier, VT 05602. If application is disapproved, local control commissioners shall notify the applicant by letter.

No formal action taken by any agency or authority of any town board of selectmen or city board of aldermen on a first or second-class application shall be considered binding except as taken or made at an open public meeting. VSA Title 1 §312.

SECTION 5111 AND 5121 OF THE INTERNAL REVENUE CODE OF 1954 REQUIRE EVERY RETAIL DEALER IN ALCOHOLIC BEVERAGES TO FILE A FORM ANNUALLY AND PAY A SPECIAL TAX IN CONNECTION WITH SUCH SALES ACTIVITY. FOR FURTHER INFORMATION, CONTACT:

THE BUREAU OF ALCOHOL, TOBACCO & FIREARMS (TTB)
DEPARTMENT OF THE TREASURY
550 MAIN STREET, CINCINNATI, OH 45202
(513) 684-2979

NOTICE: All new applications are investigated by the Enforcement and Licensing Division prior to approval/disapproval of the license by the Board of Liquor and Lottery. Please note that this process can take anywhere from 2 weeks to 6 weeks to complete once Liquor Control receives the application.

JUL 7 AM 9:08

BRATTLEBORO ADDENDUM TO STATE OF VERMONT LIQUOR AND TOBACCO LICENSE APPLICATION

Additional Criteria for Awarding a License
Adopted by Brattleboro Selectboard February 21, 2012 and amended November 21, 2017

1. A new licensee must be present at the Selectboard meeting where the license is being discussed. A meeting date and time will be provided to you by the town clerk.
2. The licensee will provide information on whether he/she has held a prior liquor license and, if so, where and when that license was held. See section below.
3. If applicant does not reside in Vermont, a statement from their local police department must be provided, disclosing any local criminal activity on record.
4. Establishments shall provide a written and signed Alcohol Sales Policy identifying steps that staff must take for every transaction. This policy shall be reviewed with your staff on an annual basis and signed on the date that it was reviewed. This policy shall include:
   a.) Checking identification – including what perceived age triggers an identification check; what are acceptable forms of identification; and when is a second form of identification required
   b.) Identifying fake Identification and/or third party sales – including what to do if an identification appears to be fake or a third party sale is suspected.
   c.) Dealing with intoxicated/disruptive customers – including how to deny a sale.
   d.) Procedure for contacting law enforcement and keeping an incident log.
   e.) Consequences/corrective actions for staff who fail to check Ids, serve intoxicated customers or violate relevant laws pertaining to the sale/serving of alcohol.

   For sample of a written Alcohol Sales Policy see enclosed or go to the liquor license page on the www.brattleboro.org website
5. Licensees must respond in writing to a Notice of Alcohol-Related Incident **issued by the Brattleboro Police Department within two weeks of when the notice is mailed.**
6. When a liquor license is renewed, information regarding violations (including whether or not licensee responded to alcohol violations within the two-week period) will be given to the Selectboard prior to the meeting at which the renewal is to be discussed.
7. Establishment must be in possession of a valid Brattleboro Business license. For more information regarding a business license, contact Brattleboro Listers' Office 802-251-8115.
8. All property taxes, water, sewer, or related fees, costs or penalties applicable by law and due the Town of Brattleboro as of the date of application or renewal must be current.

Has the applicant held a prior liquor license in any State. YES ☒ NO ☐

If yes, please answer the following:
a. Name of establishment(s) SAXTONS RIVER DISTILLERY
b. Physical Address
Street 155 CHICKERING DR Town, State BRATTLEBORO, VT 05301
c. Mailing Address 155 CHICKERING DRIVE BRATTLEBORO VT
d. From date 7-18-2020 Until date 7-18-2023
Use additional sheets if necessary.

I hereby certify that I have read the above and will abide by State and local requirements.

PATRICIA JADE MELD
Please print name of Applicant or Authorized agent

Signature of applicant or authorized agent

Name of establishment (please print) SAXTONS RIVER DISTILLERY

Failure to comply with above may result in denial or revocation of liquor license.

For more information
Brattleboro Town Clerk, 230 Main Street, Suite 108, Brattleboro VT 05301
hfrancis@brattleboro.org 802-251-8129

Town of Brattleboro
DEPARTMENT OF PUBLIC WORKS

211 Fairground Road, Brattleboro, Vermont 05301
Tel: 802-254-4255 • Fax: 802-257-2316 • E-mail: sbarrett@brattleboro.org

To: Brattleboro Selectboard
Via: Peter Elwell, Town Manager
From: Daniel Tyler, Highway/Utilities Supt.
Subject: Digested Sludge Storage Tank Cover Bid
Date: July 17, 2020

In 2018, an odor study was performed at the Wastewater Treatment Facility by Bowker & Associates. It was determined that the open storage tank for anaerobically digested sludge is the largest source of odors at the Brattleboro WWTF, accounting for almost half of the total plant odor emissions. Capital funding was allocated to design and install a cover for the storage tank. Aldrich & Elliot Engineers designed and facilitated the bidding process for the cover. The following bids were received:

Neagley & Chase Construction S. Burlington, VT	$147,500
Renaud Brothers Construction Vernon, VT	$178,275
Casella Construction Mendon, VT	$178,388
Kingsbury Company Middlesex, VT	$264,000

Aldrich and Elliot specified the use of a cover and appurtenances provided by Enduro, or an approved equal. Bid analysis by Aldrich and Elliot determined that Neagley and Chase's bid price was based on the use of an alternative cover. Aldrich and Elliot reviewed initial submittal information and confirmed that the alternate cover will comply with the design specifications. Aldrich and Elliot recommend accepting the low bid from Neagley & Chase Construction for $147,500. DPW supports their recommendation.

Aldrich + Elliott
WATER RESOURCE ENGINEERS

July 13, 2020

Steve Barrett, Director of Public Works
Town of Brattleboro
211 Fairground Road
Brattleboro, VT 05301

Re: WWTF Digested Sludge Storage Tank Cover
Recommendation for Award
A+E Project No. 19030

Dear Steve,

A total of four (4) bids were received on June 12, 2020, and a copy of the Bid Tabulation is attached. Neagley & Chase (N&C) were the apparent low bidder at $147,500.00, and the Engineer's Estimate was $175,000.00. A copy of the N&C bid is attached. The N&C bid was about $30,775 under the 2nd bidder, so discussions with N&C were conducted to determine why their price was that much lower than the other bidders. They indicated that they carried a different cover manufacturer.

In Section 13230, 1.3, A. under Acceptable Manufacturers, the following was specified:

1. *The cover and appurtenances shall be provided by Enduro, or approved equal.*

N&C confirmed that they carried Fiberglass Fabricators Inc. (FFI) in their price to supply the cover. FFI had submitted some initial information and indicated that their proposal was provided without exception and complies with the specification Section 13230. N&C shared this initial information and it was reviewed. The proposed cover layout is similar and the only difference indicated was the thickness of the cover, but FFI confirmed that they comply with the design loading requirements in the specifications.

FFI has supplied similar covers at wastewater treatment facilities in Ludlow and Lyndon, Vermont. These covers have been in service for 15 to 20 years and we are not aware of any issues or concerns with these covers.

Based on the initial information provided and input from these existing installations, we recommend award of this contract to Neagley & Chase in the amount of $147,500. Early in the project, FFI will be required to submit shop drawings for review and acceptance to confirm compliance with the specifications.

Let us know if you have any questions.

Sincerely,

Aldrich + Elliott PC

Wayne A. Elliott

Wayne Elliott, PE
President

Attachments

Town of Brattleboro
WWTF Digested Sludge Storage Tank Cover
Bid Tabulation
June 19, 2020

Aldrich + Elliott
WATER RESOURCE ENGINEERS

ITEM NO.	DESCRIPTION OF ITEM	BID QUANTITY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate TOTAL COST	Neagley & Chase UNIT PRICE	Neagley & Chase TOTAL COST	Renaud Bros., Inc. UNIT PRICE	Renaud Bros., Inc. TOTAL COST	Casella Construction, Inc. UNIT PRICE	Casella Construction, Inc. TOTAL COST	Kingsbury Companies UNIT PRICE	Kingsbury Companies TOTAL COST
1	Digested Sludge Storage Tank Cover	1	L.S.	$ 175,000.00	$ 175,000.00	$ 147,500.00	$ 147,500.00	$ 178,275.00	$ 178,275.00	$ 178,388.00	$ 178,388.00	$ 264,000.00	$ 264,000.00
	TOTAL CONTRACT PRICE				$ 175,000.00		$ 147,500.00		$ 178,275.00		$ 178,388.00		$ 264,000.00

Bid Informalities:

Notes:
The information tabulated above accurately reflects bids received by the Town of Brattleboro, Vermont on June 19, 2020

Jason R. Booth, PE
Vice President
Aldrich + Elliott, PC

Engineers representing the Town of Brattleboro, Vermont.

Town of Brattleboro
DEPARTMENT OF PUBLIC WORKS

211 Fairground Road, Brattleboro, Vermont 05301
Tel: 802-254-4255 • Fax: 802-257-2316 • E-mail: sbarrett@brattleboro.org

To: Brattleboro Selectboard
VIA: Peter Elwell, Town Manager
From: Stephen Barrett, Director of Public Works
Date: July 21, 2020
Subject: Engineering Agreements for Construction Services

Attached are two contracts from Dufresne Group for construction engineering services for the Exit 1 water & sewer improvements and the Reservoir Culvert Project. Dufresne will observe and record all work performed by the contractor, review pay requests, certify work has been completed as designed and prepare record drawing for both projects.

The Exit 1 Industrial Park water & sewer system upgrade is necessary to increase the capacity of the utilities for existing businesses and future development at the Exit 1 Park. The project will benefit the overall Water System providing additional capacity during fires or water main breaks. The Exit 1 system also supplies water that can support future businesses and residential housing within the Omega Complex.

The Reservoir Culvert Project will complete one segment of the new Waste Process Water Line from the Pleasant Valley Water Treatment Facility. The new waste line will discharge treatment plant backwash water into the wastewater system. The project is estimated to save approximately $30,000 per year in operating cost.

Funding for both projects was approved in the FY 20/21 Utilities Capital Budget. Additional funding for the Exit 1 project is being provided via a $440,000 grant from the United States Economic Development Administration.

I am seeking approval for the following Engineering Agreements:

Engineering Services during the construction phase of the Reservoir Trail Culvert Replacement Contract #2020-1 Dated July 15, 2020 for a sum not to exceed $20,670.

Engineering services during the construction phase of the Exit 1 water & sewer improvements contract #2020-2, dated July 15, 2020 for a sum not to exceed $95,000.

AGREEMENT
FOR
ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

This AGREEMENT dated July 15, 2020 between the Town of Brattleboro (CLIENT) and Dufresne & Associates, P.C. d/b/a as Dufresne Group (DG) provides for engineering services during the construction phase of Exit 1 Industrial Park Water & Wastewater Improvements, Contract 2020-2, as specifically shown in Drawings, Specifications, and Contract Documents dated June 4, 2020. The CLIENT and DG hereby enter into a contractual relationship as defined in this AGREEMENT. The following provisions are made part of this AGREEMENT as referred to in attachments noted below:

ATTACHMENT NO.	BRIEF DESCRIPTION
1	Scope of Services
2	Fees and Charges
3	Project Schedule
4	Client's Responsibilities
5	General Provisions

The parties through their duly authorized representatives have executed this AGREEMENT on the date noted above. The execution date of the AGREEMENT shall serve as the Notice to Proceed date unless noted otherwise.

ATTEST: DUFRESNE GROUP (DG)

_____

Christina M. Haskins, P.E.
Vice President

ATTEST: TOWN OF BRATTLEBORO (CLIENT)

_____

Stephen Barrett
Public Works Director

ATTACHMENT 1
SCOPE OF SERVICES
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

I. GENERAL:

A. The Town of Brattleboro (CLIENT) intends to construct approximately 780 linear feet of sewer force main, a wastewater pump station, a water pump station, a meter vault and appurtenant equipment and accessories as defined in Contract Documents, Plans and Specifications for Exit 1 Industrial Park Water & Wastewater Improvements, Contract 2020-2, dated June 4, 2020 prepared by DG, herein after described as the PROJECT. These documents call for a 90 consecutive day construction contract. DG will perform certain customary engineering services during the construction phase of the PROJECT. These customary engineering services are described herein.

II. BASIC SERVICE DURING CONSTRUCTION:

A. DG will assist the CLIENT during solicitation of public bids for a single construction contract for the project. These services include the following specific items.

1. Assist the CLIENT in advertising for and obtaining bids for the PROJECT. DG will post the advertisement in the Brattleboro Reformer, Vermont Bid Registry, Works in Progress in Burlington, Vermont and Construction Summary in Manchester, NH. Ace Blueprint will prepare bid documents for bidders, maintain a record of prospective bidders holding bid documents and process payments. The CLIENT will pay for publishing fees directly.

2. Receive questions from bidders, subcontractors, manufacturers, distributors, suppliers, and other stakeholders and issue addenda as appropriate, to clarify or expand the Bid Documents.

3. Attend the bid opening, prepare bid tabulation sheets and provide copies of the summary of bid prices received to each bidder and those attending the bid opening.

4. Assist the CLIENT in evaluating the bids received, investigate the qualifications of the apparent low bidder, and make written recommendations for contract award.

5. Assist the CLIENT in awarding the contract for construction and assist the CLIENT at the contract signing by preparing contract documents suitable for execution. Prepare the Notice to Proceed for signature by the CLIENT and issue such notice to the Contractor.

B. Provide general administration of the construction contract:

1. Consult with and advise the CLIENT and act as the CLIENT's representative as provided in the General Conditions of the Construction Contract. Issue all of the CLIENT's instructions to the Contractor and act on behalf of the CLIENT to the extent provided in the General Conditions except as otherwise provided in writing.

2. Observe the construction activity in connection with the Contractor's work in progress using the following methods:

   a. Make visits to the site at intervals appropriate to the various stages of construction, as necessary, in order to observe the progress and quality of the various aspects of Contractor(s)' work. In addition, provide the services of a Resident Project Representative (RPR) at the site to assist and to provide more continuous observation of the Work. Based on information obtained during such visits and on such observations, endeavor to determine if the work is proceeding in accordance with the Contract Documents and keep the CLIENT informed of the status and progress of the construction activity.

   b. Supervise and manage a full-time RPR agent or employee. DG will provide the services indicated in Part III.C herein.

   c. Provide assurance to the CLIENT based on these site visits and based on full-time on-site Resident Project Representation that the completed work of the Contractor(s) is in general conformance with the Contract Documents. If construction activities are not in conformance with the Contract Documents, immediately notify the CLIENT and recommend a course of action for the CLIENT to follow.

3. If the Engineer believes the work is not in conformance with the Contract Documents or that it will prejudice the integrity of the design concept of the Project, the Engineer may recommend the CLIENT reject the work.

4. Issue any necessary interpretations and clarifications of the Contract Documents and prepare field orders (that do not affect contract time and/or price) as required. Issue routine change orders that modify the contract time and/or contract price. Routine change orders will include minor contract modifications such as winter shutdown, quantity adjustments (balancing) or engineer requested items. Change orders requested by the CLIENT or the Contractor or items that modify the vertical or horizontal location of PROJECT components are not considered routine.

5. Review and take appropriate action regarding Shop Drawings, samples and other data for conformance with the design concept of the Project and

compliance with the Contract Documents. Such reviews and appropriate action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.

6. Act as the CLIENT's representative to require specialized inspection or testing of the construction materials and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

7. Act as the interpreter of the requirements of the Contract Documents. Promptly address questions, which may arise concerning quality and acceptability of materials furnished and execution and progress of the construction activity.

8. Based upon on-site observations and information provided by the RPR, review applications for payment including accompanying data and schedules.

    a. Advise the CLIENT regarding payments made to the Contractor. Such recommendations will constitute a representation to the CLIENT, based on observations and review that the construction activity has progressed to the point indicated, and that, to the best of information and belief, the quality of such work is in accordance with the Contract Documents. In the case of unit price work, recommendations of payment will include final determinations of quantities and classifications of such work.

    b. By recommending payments made to contractors, DG will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by DG to check the quality or quantity of the Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to DG in this AGREEMENT and the Contract Documents. The review shall not impose responsibility on DG to determine if the title to any of the construction activity, materials or equipment has passed to the CLIENT free and clear of any lien, claims, security interest or encumbrances.

9. Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, which are to be assembled by Contractor(s) in accordance with the Contract Documents and transmit them to the CLIENT with written comments.

10. Conduct a substantial inspection to determine if the construction activity is substantially complete. Prepare a punch list of any work items required under the Contract Documents but not yet completed. Provide a schedule and cost estimate to perform the punch list work and issue a certificate of substantial completion should the project be substantially complete.

11. Conduct a separate final inspection of the project upon completion of the final punch list items to determine if the completed work is acceptable and complete. If deemed to be completed in all respects, provide a written recommendation that the CLIENT make final payment to Contractor(s), and give written notice to the CLIENT and the Contractor(s) that the completed project is acceptable.

III. SPECIAL SERVICES DURING CONSTRUCTION:

A. Furnish a full-time Resident Project Representative (RPR) and other field staff to assist in observing performance of the work of the Contractor. The duration of the resident project representation shall be based on 520 on-site manhours. The furnishing of such on-site resident project representation services will not be construed to give DG control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents.

1. Provide the RPR as an agent at the site and to act as directed by and under the supervision of DG. The RPR is to keep DG advised as necessary. The project manager for DG will advise the CLIENT as described in Section II herein.

2. The RPR shall have the following duties and Responsibilities:

a. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

b. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate the agenda and the minutes for these meetings.

c. Serve as a liaison to the Contractor, working principally through Contractor's superintendent to assist in understanding the intent of the Contract Documents; and to assist in serving as the CLIENT's agent with the Contractor when the Contractor's operations affect the CLIENT's on-site operations. Assist in obtaining from the CLIENT additional details or information, when required, for proper execution of the work.

d. Record date of receipt of Shop Drawings and samples furnished at the site.

e. Receive samples, which are furnished at the site by the Contractor and notify the testing lab of the availability of samples for examination.

f. Advise the Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been acted upon.

g. Conduct on-site observations of the construction activity in progress and attempt to determine if the Work is proceeding in general accordance with the Contract Documents.

h. Report to DG whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise DG of work that RPR believes should be corrected or rejected or should be uncovered for observation or requires specialized testing, inspection or approval.

i. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records of such testing. Observe record and report appropriate details concerning the test procedures and start-ups.

j. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the results of these inspections.

k. Report when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued.

l. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such recommendations. Provide input to DG office staff and communicate decisions to the Contractor.

m. Maintain the following at the job site: orderly files for correspondence, reports of the job conferences, Shop Drawings and samples, reproductions of original Contract Documents (including all Work Directive Changes), Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports and other project-related documents.

n. Keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions and observations in general. Maintain a written record

of specific observations in more detail, as in the case of observing test procedures.

o. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

p. Furnish DG periodic reports as required for progress of Work and for Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

q. Consult with DG in advance of scheduled major tests, inspections or start of important phases of the Work.

r. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and make recommendations to DG concerning Change Orders, Work Directive Changes and Field Orders.

s. Immediately notify DG and the CLIENT upon the occurrence of any accident.

t. Review applications for payment with the Contractor for compliance with the established submission procedure and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, construction activity completed and materials and equipment delivered at the site, but not yet incorporated in the Work.

u. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents.

v. Assist in the preparation of a punch list of observed items requiring completion or correction before issuing a Certificate of Substantial Completion.

w. Assist in conducting a final inspection in the company of DG, the CLIENT and Contractor. Verify that all items on the punch list have been completed or corrected and make recommendations concerning final acceptance. Prepare a final list of warrantee items if applicable.

B. Prepare for and preside over monthly meetings during the construction project. Prepare an agenda for the meeting, take minutes during the meeting and provide copies of the minutes to all those attending the meeting.

C. Obtain or perform specialty material testing as necessary under the Contract Documents.

D. Prepare one set of reproducible Record Drawings on paper showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s).

ATTACHMENT 2
FEES AND CHARGES
SCOPE OF SERVICES
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

A. General

1. DG agrees to provide the Engineering Services described in Attachment 1 upon receipt of signed copy of the AGREEMENT.

2. The CLIENT agrees to pay DG for the services described in Attachment 1 as described herein.

B. Fees and Charges:

1. The CLIENT agrees to pay DG for the services described in Attachment 1 as described in this attachment.

   a) Basic services during construction as described in Attachment 1, Part II, Items A through B, a fixed fee of..... $45,000

   b) Special services during construction as described in Attachment 1, Part III, Items A through D, on a time and expense basis estimated at.....$50,000

This AGREEMENT provides for a total of $95,000 as outlined above.

C. Definitions Concerning Payment

1. Items paid on a time and expense basis shall be based on the rate table as shown in Table 1 included in this Attachment. Mileage is charged at the rate shown. DG reserves the right to revise the Rate Schedule once per year on the first day of each calendar year. The maximum increase at any time shall be ten percent per year.
2. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for independent professional associates or consultants. Costs for work by others shall be charged to the CLIENT at 108% of the actual cost incurred. Charges for transportation and subsistence; mail, reproduction of reports, drawings, specifications; meals and lodging; and project related telephone charges shall be charged at the actual cost incurred without mark up.
3. Services provided under the time and expense method of payment shall not exceed the limit shown. DG agrees to cease all activity under such items until the limits are formally modified. Where individual estimates are shown DG can modify individual estimates as necessary as long as the total limiting sum for special services is not exceeded. DG will assist the CLIENT in formalizing such budget flexibility with the funding agencies if necessary. The "level of effort" showing the anticipated hours for the various scope items is shown in Table 2. Significant deviations from the hours shown may require an engineering amendment.

4. Services provided under a fixed fee or lump sum basis shall be billed on a percent complete basis and include all charges necessary to provide the finished product to the CLIENT.

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2020

FEES:

Engineering and Technical Services:

President/Director	$175.00-$190.00	per hour
Vice President/Regional Manager I	$130.00	" "
Project Manager	$105.00-$115.00	" "
Construction Manager	$100.00	" "
Regional Manager II	$95.00	" "
Project Engineer	$90.00-105.00	" "
Engineering Technician/Construction Engineer	$65.00-$78.00	" "
Engineering Intern	$45.00-$60.00	" "

Administrative Services:

Clerical Office Manager	$70.00 per hour
Office Assistant	$65.00 per hour

EXPENSES:

Mileage - passenger car	Current IRS Rate
Mileage - survey truck and related equipment	$0.68 per mile

Copying:

24" x 36"	$2.50 each
8½" x 11" B&W	$.10 each
8 ½" x 11" Color	$.20 each
11" x 17" B&W	$.49 each
11" x 17" Color	$.98 each

Subcontracted and subconsultant services if required ..... at cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night-time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2020.

TABLE 2 LEVEL OF EFFORT BUDGET WORKSHEET

Project Name: Exit 1 W/WW Improvements, Brattleboro, VT **Date:** July 13, 2020

Task Number	Task Description	VP RM CMH, PE (Hrs)	Proj Eng TPK, PE (Hrs)	RNG, CCE (Hrs)	Proj Eng EAE CWF (Hrs)	EngTech MCB (Hrs)	Clerical CM (Hrs)	Sub Consult (Hrs)	Expenses (Dollars)	Cost Per Task
II	Basic Services During Construction									
A	Bid Phase									
1	Assist in Advertising for Bids	6					1			$850
2	Receive Questions and Issue Addenda	8	3				1			$1,425
3	Attend Bid Opening	4								$520
4	Evaluate Bids & Qualifications, Make Recommendation	6				4				$1,080
5	Prepare Executed Documents, Preconstruction Conference	7					4		$660	$1,850
B	Contract Administration									
1	Act as Client's Representative	40						$1,849		$7,197
2a	Make Site Visits	20	20						$340	$5,040
2b	Supervise Full-time RPR	40								$5,200
2c	Provide Assurance of General Conformance	2								$260
3	Rejection of Work	1								$130
4	Issue Field Orders and Routine Change Orders	8						$1,100		$2,228
5	Review Shop Drawings	8	8			6		$4,000		$6,650
6	Require Specialized Inspections	1								$130
7	Interpret Contract Documents	4	4							$940
8	Review Pay Requests	12								$1,560
9	Review Documents	6	6					$4,000		$5,730
10	Substantial Completion Inspection	4	4			4		$2,000	$95	$3,495
11	Final Completion Inspection	4				2			$45	$715
III	Special Services During Construction									
A	Furnish Full-time RPR					520			$1,122	$40,122
B	Monthly Meetings	12							$125	$1,685
C	Material Testing							$2,000		$2,160
D	Record Drawings	2	2	6		28		$2,651		$6,033
Total Hours		195	47	6	0	564	6			
Percent of Total Hours		24%	6%	1%	0%	69%	1%			
Hourly Rate		$130.00	$105.00	$100.00	$90.00	$75.00	$70.00			
Subtotals		$25,350	$4,935	$600	$0	$42,300	$420	$17,600	$2,387	$95,000

NOTES:

1. Hourly rates are valid through December 31, 2020.
2. Subconsultant column includes an 8% markup is included in Cost per task column.
3. State of Vermont Engineering Fee Table indicates a construction phase engineering fee of $99,715 based on an estimated construction cost of $760,000.
4. Tasks have been abbreviated but do represent the exact wording as indicated in Attachment 2.
5. Construction duration through substantial completion is a total of 90 calendar days, which equates to 65 working days.
6. RPR time based on 65 full-time work days.
7. Full-time days include 8 hours of regular time.
8. Mileage is based on 65 days at 30 miles per day.

TOTAL FEES	$95,000
TOTAL HOURS	818

DUFRESNE GROUP
CONSULTING ENGINEERS

ATTACHMENT 3
PROJECT SCHEDULE
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

I. GENERAL:

1. Engineering services as provided under this AGREEMENT are based on the orderly completion of construction activity by the CONTRACTOR as defined in the project Contract Documents. Delays in the initiation of construction or delays in reaching final completion by the Contractor are beyond the control of DG and may significantly affect this schedule.

2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.

II. PROJECT SCHEDULE:

1. We have developed the following project schedule based on a contract period as defined in the CONTRACT DOCUMENTS of 90 calendar days.

2. Services are expected to commence upon receipt of a signed AGREEMENT and proceed along the following general schedule:

a) Begin Advertisement for bids	June 23, 2020
b) Open Bids	July 23, 2020
c) Begin Construction (estimated)	August 17, 2020
d) Substantial Completion (estimated)	November 14, 2020
e) Final Completion (estimated)	December 13, 2020
f) Submission of Record Drawings	February 19, 2021

ATTACHMENT 4
CLIENT'S RESPONSIBILITIES
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

It is essential that the CLIENT understands they are a vital member of the project team, and they are required to provide key information and decisions during the PROJECT. For these reasons, the CLIENT shall perform the following:

A. Provide all criteria and full information as to the requirements for the PROJECT; including PROJECT objectives and constraints, space, capacity and performance requirements, flexibility and budgetary limitations.

B. Assist DG by obtaining all available information pertinent to the PROJECT, including previous reports and any other data relative to construction of the PROJECT.

C. Furnish to DG, as required for performance of DG's services, data prepared by others, including without limitation, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions, and other special data or consultations, all of which the consultant may rely on in performing his services.

D. Hold all required special meetings or hearings, serve all required public and private notices, receive and act upon all protests and fulfill other requirements as required during the project.

E. Arrange for access to and make all provisions for DG to enter onto public and private property as required for DG to perform services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by DG, obtain advice of an attorney, insurance counselor, and other consultants as the CLIENT deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the consultant.

G. Furnish correspondence, approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

H. Designate in writing a person to act as the CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the DG's services and shall comply with all State funding requirements for grants and loans.

I. Give prompt written notice to DG whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of DG's services.

J. Bear all costs incident to compliance with the requirements of this section.

ATTACHMENT 5
GENERAL PROVISIONS
EXIT 1 INDUSTRIAL PARK WATER & WASTEWATER IMPROVEMENTS
CONTRACT 2020-2
BRATTLEBORO, VERMONT

The following Provisions are a part of the AGREEMENT for services:

1. DG, its agents, employees and independent contractors assigned to perform services under this Agreement agree to maintain, at DG's sole expense, all licenses which may be required by law or regulation for the performance of its services hereunder.

2. Should the scope of the services provided under this Agreement be revised as a result of changes to law or regulation beyond the control of either party, DG and the CLIENT agree to negotiate any resulting changes to cost or schedule in good faith and such negotiations will not interfere with DG's continued performance hereunder.

3. DG and the CLIENT understand that the time of delivery depends on other parties beyond the control of either contracted party. These other parties include the CONTRACTOR, State of Vermont, equipment manufacturers, public utilities, and equipment suppliers. In the event of inaction by parties beyond the control of the contracting parties, DG agrees to immediately inform the CLIENT of such potential schedule effects and enlist the assistance of the CLIENT to hold to the contract schedule. In the absence of schedule delays attributable to other parties, DG will make every effort to complete the services in accordance with the schedule outlined in the AGREEMENT and to complete the services by the dates set forth in Attachment 3 Project Schedule.

4. Compensation for Services: Compensation for services is set forth in the attached AGREEMENT including the following terms and conditions:

   A. Invoices will be submitted monthly and are payable within thirty (30) days from date of invoice. Interest may be charged at the rate of 1.5% per month on any balance that remains unpaid 30 days after the date of the invoice. Failure to pay within 30 days will also permit DG to suspend or terminate services 10 days after written notice of intent to suspend or terminate. The CLIENT shall be liable for all reasonable collection costs, including attorney's fees, and the DG time and expenses. CLIENT is responsible for securing sufficient funds to ensure prompt payments to DG.

   B. Payments to DG shall not be withheld, postponed or made contingent on the construction, or the orderly completion of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties. No withholdings, deductions or offsets shall be made from DG's compensation for any reason unless DG has been found to be legally liable for such amounts.

4. Hazardous Materials: It is acknowledged by both parties that DG's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event DG or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of DG's services. DG may, at its option and without liability for consequential or any other damages, suspend performance of services on the project. If the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations DG may resume services. CLIENT warrants that it has disclosed to DG all information known to CLIENT regarding asbestos or hazardous or toxic materials and will disclose any additional information, as it becomes available to the CLIENT.

5. Opinions of Probable Cost or Cost Estimates: In providing opinions of probable construction cost or cost estimates, the CLIENT understands that DG has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of DG's qualifications and experience. DG makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by DG are considered part of DG's instrument of service and shall remain the property of DG. Copies will be provided to the CLIENT and other parties acceptable to the CLIENT. Any reuse of documents by the CLIENT or its agents for purposes other than their original intent will be at the CLIENT's risk and full legal responsibility. Due to the potential that the information set forth on plans and electronic media can be modified by others, DG reserves the right to remove its name, professional seals, and title blocks.

7. Right of Entry: The CLIENT shall provide for DG's rights to enter the property owned by the CLIENT and/or others in order for DG to fulfill the AGREEMENT included hereunder. While DG will make reasonable efforts to return the project site to its original condition, the CLIENT understands that use of testing or other equipment may disrupt the project site.

8. Standard of Care: Services provided by DG under this AGREEMENT will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. Termination: Either the CLIENT or DG may terminate this AGREEMENT at any time with or without cause upon giving the other party seven (7) calendar days prior to written notice. The CLIENT shall within twenty (20) calendar days of termination, pay DG for all services rendered and all costs incurred up to the date of termination,

in accordance with the compensation provisions of this contract. In the event of termination, CLIENT is responsible for securing sufficient funds to ensure prompt payments to DG, who will provide copies of completed drawings and documents as of the effective date of termination, excluding any seal or title block.

10. Third Party Beneficiaries: Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or DG. DG's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have any claim against DG because of this AGREEMENT or the performance or nonperformance of services hereunder.

11. Jobsite Safety: Neither the professional activities of DG, nor the presence of DG or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. DG and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, DG and DG's consultants shall be indemnified and shall be made additional insured's under the General Contractors, general liability insurance policy.

12. Rejection of the Work: DG shall have the authority to recommend the CLIENT reject work of the contractor which is not, in the professional judgment of DG, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject DG to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions f the work on this project.

13. Recommendation of Non-Payment of the Work: DG shall have the authority to recommend the CLIENT not pay for any work of the Contractor which is not, in the professional judgment of DG, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject DG to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions of the work on this project.

14. Attorney's Fees: In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

15. Betterment: If, due to DG's omission, any required item or component of the project is not included in the construction documents prepared by DG, DG shall prepare a change order for pricing by the CONTRACTOR at no charge to the CLIENT. DG shall not be responsible for paying the actual construction and installation cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will DG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

16. Buried Utilities: DG and/or its authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by DG or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which DG relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against DG and anyone for whom DG may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by DG.

17. Indemnification: DG agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or costs (including reasonable attorneys' fees and defense costs), to the extent caused by DG's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of its subconsultants or anyone for whom DG is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold DG harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT. DG is not obligated to the CLIENT in any manner whatsoever for the CLIENT's own negligence.

18. Changed Conditions: The CLIENT shall rely on DG's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to DG. Should DG call for contract re-negotiation, DG shall identify the changed conditions necessitating renegotiations and DG and the CLIENT shall promptly and in good faith enter into re-negotiation of this AGREEMENT. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this AGREEMENT.

19. Defects in Service: The CLIENT shall promptly report to DG any defects or suspected defects in DG's work or services of which the CLIENT becomes aware, so that DG may take measures to minimize the consequences of such a defect. The CLIENT warrants that he or she will impose a similar notification requirement on all contractors in his or her CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT, and

the CLIENT's contractors or subcontractors to notify DG, shall relieve DG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

20. Information Provided by Others: DG shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to DG such information as is available to the CLIENT and the CLIENT's consultants and contractors, and DG shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for DG to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions, which may have occurred in assembling the information, the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold DG and DG's sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to DG.

21. Insurance: During the term of this AGREEMENT, DG agrees to provide evidence of insurance coverage if requested by CLIENT. In addition, DG agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this AGREEMENT, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

22. Interpretation: Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trial or fact to have been caused by DG's sole or gross negligence or DG's willful misconduct. "Parties" means the CLIENT and DG, and their officers, partners, employees, agents and subconsultants. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join DG as a third-party defendant.

23. Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and DG agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and DG further agree to consider inclusion of a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby

providing for mediation as the primary method for dispute resolution between the parties to those agreements.

24. Applicable Laws: This AGREEMENT shall be subject to the applicable laws of the State of Vermont.

AGREEMENT
FOR
ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

This AGREEMENT dated July 15, 2020 between the Town of Brattleboro (CLIENT) and Dufresne & Associates, P.C. d/b/a as Dufresne Group (DG) provides for engineering services during the construction phase of Reservoir Trail Culvert Replacement, Contract 2020-1, as specifically shown in Drawings, Specifications, and Contract Documents dated June 1, 2020. The CLIENT and DG hereby enter into a contractual relationship as defined in this AGREEMENT. The following provisions are made part of this AGREEMENT as referred to in attachments noted below:

ATTACHMENT NO.	BRIEF DESCRIPTION
1	Scope of Services
2	Fees and Charges
3	Project Schedule
4	Client's Responsibilities
5	General Provisions

The parties through their duly authorized representatives have executed this AGREEMENT on the date noted above. The execution date of the AGREEMENT shall serve as the Notice to Proceed date unless noted otherwise.

ATTEST: DUFRESNE GROUP (DG)

_____ CHaskins

Christina M. Haskins, P.E.
Vice President

ATTEST: TOWN OF BRATTLEBORO (CLIENT)

_____ _____

Steve Barrett
Public Works Director

ATTACHMENT 1
SCOPE OF SERVICES
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

I. GENERAL:

A. The Town of Brattleboro (CLIENT) intends to construct an aluminum box culvert as defined in Contract Documents, Plans and Specifications for Reservoir Trail Culvert Replacement, Contract 2020-1, dated June 1, 2020 prepared by DG, herein after described as the PROJECT. These documents call for a 30 consecutive day construction contract. DG will perform certain customary engineering services during the construction phase of the PROJECT. These customary engineering services are described herein.

II. BASIC SERVICE DURING CONSTRUCTION:

A. DG will assist the CLIENT during solicitation of public bids for a single construction contract for the project. These services include the following specific items.

1. Assist the CLIENT in advertising for and obtaining bids for the PROJECT. DG will post the advertisement in the Brattleboro Reformer, Vermont Bid Registry, Works in Progress in Burlington, Vermont and Construction Summary in Manchester, NH. Ace Blueprint will prepare bid documents for bidders, maintain a record of prospective bidders holding bid documents and process payments. The CLIENT will pay for publishing fees directly.

2. Receive questions from bidders, subcontractors, manufacturers, distributors, suppliers, and other stakeholders and issue addenda as appropriate, to clarify or expand the Bid Documents.

3. Attend the bid opening, prepare bid tabulation sheets and provide copies of the summary of bid prices received to each bidder and those attending the bid opening.

4. Assist the CLIENT in evaluating the bids received, investigate the qualifications of the apparent low bidder, and make written recommendations for contract award.

5. Assist the CLIENT in awarding the contract for construction and assist the CLIENT at the contract signing by preparing contract documents suitable for execution. Prepare the Notice to Proceed for signature by the CLIENT and issue such notice to the Contractor.

B. Provide general administration of the construction contract:

1. Consult with and advise the CLIENT and act as the CLIENT's representative as provided in the General Conditions of the Construction Contract. Issue all of the CLIENT's instructions to the Contractor and act on behalf of the CLIENT to the extent provided in the General Conditions except as otherwise provided in writing.

2. Observe the construction activity in connection with the Contractor's work in progress using the following methods:

   a. Make visits to the site at intervals appropriate to the various stages of construction, as necessary, in order to observe the progress and quality of the various aspects of Contractor(s)' work. In addition, provide the services of a Resident Project Representative (RPR) at the site to assist and to provide more continuous observation of the Work. Based on information obtained during such visits and on such observations, endeavor to determine if the work is proceeding in accordance with the Contract Documents and keep the CLIENT informed of the status and progress of the construction activity.

   b. Supervise and manage a part-time RPR agent or employee. DG will provide the services indicated in Part III.C herein.

   c. Provide assurance to the CLIENT based on these site visits and based on part-time on-site Resident Project Representation that the completed work of the Contractor(s) is in general conformance with the Contract Documents. If construction activities are not in conformance with the Contract Documents, immediately notify the CLIENT and recommend a course of action for the CLIENT to follow.

3. If the Engineer believes the work is not in conformance with the Contract Documents or that it will prejudice the integrity of the design concept of the Project, the Engineer may recommend the CLIENT reject the work.

4. Issue any necessary interpretations and clarifications of the Contract Documents and prepare field orders (that do not affect contract time and/or price) as required. Issue routine change orders that modify the contract time and/or contract price. Routine change orders will include minor contract modifications such as winter shutdown, quantity adjustments (balancing) or engineer requested items. Change orders requested by the CLIENT or the Contractor or items that modify the vertical or horizontal location of PROJECT components are not considered routine.

5. Review and take appropriate action regarding Shop Drawings, samples and other data for conformance with the design concept of the Project and

compliance with the Contract Documents. Such reviews and appropriate action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.

6. Act as the CLIENT's representative to require specialized inspection or testing of the construction materials and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

7. Act as the interpreter of the requirements of the Contract Documents. Promptly address questions, which may arise concerning quality and acceptability of materials furnished and execution and progress of the construction activity.

8. Based upon on-site observations and information provided by the RPR, review applications for payment including accompanying data and schedules.

    a. Advise the CLIENT regarding payments made to the Contractor. Such recommendations will constitute a representation to the CLIENT, based on observations and review that the construction activity has progressed to the point indicated, and that, to the best of information and belief, the quality of such work is in accordance with the Contract Documents. In the case of unit price work, recommendations of payment will include final determinations of quantities and classifications of such work.

    b. By recommending payments made to contractors, DG will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by DG to check the quality or quantity of the Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to DG in this AGREEMENT and the Contract Documents. The review shall not impose responsibility on DG to determine if the title to any of the construction activity, materials or equipment has passed to the CLIENT free and clear of any lien, claims, security interest or encumbrances.

9. Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, which are to be assembled by Contractor(s) in accordance with the Contract Documents and transmit them to the CLIENT with written comments.

10. Conduct a substantial inspection to determine if the construction activity is substantially complete. Prepare a punch list of any work items required under the Contract Documents but not yet completed. Provide a schedule and cost estimate to perform the punch list work and issue a certificate of substantial completion should the project be substantially complete.

11. Conduct a separate final inspection of the project upon completion of the final punch list items to determine if the completed work is acceptable and complete. If deemed to be completed in all respects, provide a written recommendation that the CLIENT make final payment to Contractor(s), and give written notice to the CLIENT and the Contractor(s) that the completed project is acceptable.

C. Prepare one set of reproducible Record Drawings on paper showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s).

III. SPECIAL SERVICES DURING CONSTRUCTION:

A. Furnish a part-time Resident Project Representative (RPR) and other field staff to assist in observing performance of the work of the Contractor. The duration of the resident project representation shall be based on 110 on-site manhours. The furnishing of such on-site resident project representation services will not be construed to give DG control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents.

1. Provide the RPR as an agent at the site and to act as directed by and under the supervision of DG. The RPR is to keep DG advised as necessary. The project manager for DG will advise the CLIENT as described in Section II herein.

2. The RPR shall have the following duties and Responsibilities:

a. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor. The RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

b. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate the agenda and the minutes for these meetings.

c. Serve as a liaison to the Contractor, working principally through Contractor's superintendent to assist in understanding the intent of the Contract Documents; and to assist in serving as the CLIENT's agent with the Contractor when the Contractor's operations affect the CLIENT's on-site operations. Assist in obtaining from the CLIENT additional details or information, when required, for proper execution of the work.

d. Record date of receipt of Shop Drawings and samples furnished at the site.

e. Receive samples, which are furnished at the site by the Contractor and notify the testing lab of the availability of samples for examination.

f. Advise the Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been acted upon.

g. Conduct on-site observations of the construction activity in progress and attempt to determine if the Work is proceeding in general accordance with the Contract Documents.

h. Report to DG whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise DG of work that RPR believes should be corrected or rejected or should be uncovered for observation or requires specialized testing, inspection or approval.

i. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records of such testing. Observe record and report appropriate details concerning the test procedures and start-ups.

j. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the results of these inspections.

k. Report when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued.

l. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such recommendations. Provide input to DG office staff and communicate decisions to the Contractor.

m. Maintain the following at the job site: orderly files for correspondence, reports of the job conferences, Shop Drawings and samples, reproductions of original Contract Documents (including all Work Directive Changes), Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports and other project-related documents.

n. Keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Directive Changes,

Change Orders or changed conditions, list of job site visitors, daily activities, decisions and observations in general. Maintain a written record of specific observations in more detail, as in the case of observing test procedures.

o. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

p. Furnish DG periodic reports as required for progress of Work and for Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

q. Consult with DG in advance of scheduled major tests, inspections or start of important phases of the Work.

r. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and make recommendations to DG concerning Change Orders, Work Directive Changes and Field Orders.

s. Immediately notify DG and the CLIENT upon the occurrence of any accident.

t. Review applications for payment with the Contractor for compliance with the established submission procedure and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, construction activity completed and materials and equipment delivered at the site, but not yet incorporated in the Work.

u. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents.

v. Assist in the preparation of a punch list of observed items requiring completion or correction before issuing a Certificate of Substantial Completion.

w. Assist in conducting a final inspection in the company of DG, the CLIENT and Contractor. Verify that all items on the punch list have been completed or corrected and make recommendations concerning final acceptance. Prepare a final list of warrantee items if applicable.

B. Obtain or perform specialty material testing as necessary under the Contract Documents.

ATTACHMENT 2
FEES AND CHARGES
SCOPE OF SERVICES
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

A. General

1. DG agrees to provide the Engineering Services described in Attachment 1 upon receipt of signed copy of the AGREEMENT.

2. The CLIENT agrees to pay DG for the services described in Attachment 1 as described herein.

B. Fees and Charges:

1. The CLIENT agrees to pay DG for the services described in Attachment 1 as described in this attachment.

   a) Basic services during construction as described in Attachment 1, Part II, Items A through C, a fixed fee of..... $11,500

   b) Special services during construction as described in Attachment 1, Part III, Items A through B, on a time and expense basis estimated at.....$9,170

This AGREEMENT provides for a total of $20,670 as outlined above.

C. Definitions Concerning Payment

1. Items paid on a time and expense basis shall be based on the rate table as shown in Table 1 included in this Attachment. Mileage is charged at the rate shown. DG reserves the right to revise the Rate Schedule once per year on the first day of each calendar year. The maximum increase at any time shall be ten percent per year.
2. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the project for independent professional associates or consultants. Costs for work by others shall be charged to the CLIENT at 108% of the actual cost incurred. Charges for transportation and subsistence; mail, reproduction of reports, drawings, specifications; meals and lodging; and project related telephone charges shall be charged at the actual cost incurred without mark up.
3. Services provided under the time and expense method of payment shall not exceed the limit shown. DG agrees to cease all activity under such items until the limits are formally modified. Where individual estimates are shown DG can modify individual estimates as necessary as long as the total limiting sum for special services is not exceeded. DG will assist the CLIENT in formalizing such budget flexibility with the funding agencies if necessary. The "level of effort" showing the anticipated hours for the various scope items is shown in Table 2. Significant deviations from the hours shown may require an engineering amendment.

4. Services provided under a fixed fee or lump sum basis shall be billed on a percent complete basis and include all charges necessary to provide the finished product to the CLIENT.

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2020

FEES:

Engineering and Technical Services:

President/Director	$175.00-$190.00 per hour
Vice President/Regional Manager I	$130.00 " "
Project Manager	$105.00-$115.00 " "
Construction Manager	$100.00 " "
Regional Manager II	$95.00 " "
Project Engineer	$90.00-105.00 " "
Engineering Technician/Construction Engineer	$65.00-$78.00 " "
Engineering Intern	$45.00-$60.00 " "

Administrative Services:

Clerical Office Manager	$70.00 per hour
Office Assistant	$65.00 per hour

EXPENSES:

Mileage - passenger car	Current IRS Rate
Mileage - survey truck and related equipment	$0.68 per mile

Copying:

24" x 36"	$2.50 each
8½" x 11" B&W	$.10 each
8 ½" x 11" Color	$.20 each
11" x 17" B&W	$.49 each
11" x 17" Color	$.98 each

Subcontracted and subconsultant services if required ..... at cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night-time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2020.

TABLE 2 LEVEL OF EFFORT BUDGET WORKSHEET

Project Name: Reservoir Trail Culvert Replacement, Brattleboro, VT **Date:** June 23, 2020

Task Number	Task Description	VP RM CMH, PE (Hrs)	RNG, CCE (Hrs)	EngTech MCB (Hrs)	Clerical OM (Hrs)	Sub Consult (Hrs)	Expenses (Dollars)	Cost Per Task
II	Basic Services During Construction							
A	Bid Phase							
1	Assist in Advertising for Bids	2			1			$330
2	Receive Questions and Issue Addenda	2						$260
3	Attend Bid Opening	3					$41	$431
4	Evaluate Bids & Qualifications, Make Recommendation	2						$260
5	Prepare Executed Documents, Preconstruction Conference	7					$322	$1,232
B	Contract Administration							
1	Act as Client's Representative	16						$2,080
2a	Make Site Visits	8					$82	$1,122
2b	Supervise Part-time RPR	8						$1,040
2c	Provide Assurance of General Conformance	2						$260
3	Rejection of Work			1				$75
4	Issue Field Orders and Routine Change Orders	4						$520
5	Review Shop Drawings			4				$300
6	Require Specialized Inspections			1				$75
7	Interpret Contract Documents	4						$520
8	Review Pay Requests	6						$780
9	Review Documents			1				$75
10	Substantial Completion Inspection	4		2			$60	$730
11	Final Completion Inspection	4		2			$60	$730
C	Record Drawings	1	1	6				$680
III	Special Services During Construction							
A	Furnish Part-time RPR			110			$380	$8,630
B	Material Testing					$500		$540
Total Hours		73	1	127	1			
Percent of Total Hours		36%	0%	63%	0%			
Hourly Rate		$130.00	$100.00	$75.00	$70.00			
Subtotals		$9,490	$100	$9,525	$70	$500	$945	$20,670

NOTES:

1. Hourly rates are valid through December 31, 2020.
2. Subconsultant column includes an 8% markup is included in Cost per task column.
3. Tasks have been abbreviated but do represent the exact wording as indicated in Attachment 2.
4. Construction duration through substantial completion is a total of 30 calendar days, which equates to 22 working days.
5. RPR time based on 22 part-time work days.
6. Full-time days include 5 hours of regular time.
7. Mileage is based on 22 days at 30 miles per day.

TOTAL FEES	$20,670
TOTAL HOURS	202

DUFRESNE GROUP
CONSULTING ENGINEERS

ATTACHMENT 3
PROJECT SCHEDULE
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

I. GENERAL:

1. Engineering services as provided under this AGREEMENT are based on the orderly completion of construction activity by the CONTRACTOR as defined in the project Contract Documents. Delays in the initiation of construction or delays in reaching final completion by the Contractor are beyond the control of DG and may significantly affect this schedule.

2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.

II. PROJECT SCHEDULE:

1. We have developed the following project schedule based on a contract period as defined in the CONTRACT DOCUMENTS of 90 calendar days.

2. Services are expected to commence upon receipt of a signed AGREEMENT and proceed along the following general schedule:

a) Begin Advertisement for bids	June 3, 2020
b) Open Bids	June 25, 2020
c) Begin Construction (estimated)	August 3, 2020
d) Substantial Completion (estimated)	September 1, 2020
e) Final Completion (estimated)	September 30, 2020
f) Submission of Record Drawings	November 20, 2020

ATTACHMENT 4
CLIENT'S RESPONSIBILITIES
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

It is essential that the CLIENT understands they are a vital member of the project team, and they are required to provide key information and decisions during the PROJECT. For these reasons, the CLIENT shall perform the following:

A. Provide all criteria and full information as to the requirements for the PROJECT; including PROJECT objectives and constraints, space, capacity and performance requirements, flexibility and budgetary limitations.

B. Assist DG by obtaining all available information pertinent to the PROJECT, including previous reports and any other data relative to construction of the PROJECT.

C. Furnish to DG, as required for performance of DG's services, data prepared by others, including without limitation, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions, and other special data or consultations, all of which the consultant may rely on in performing his services.

D. Hold all required special meetings or hearings, serve all required public and private notices, receive and act upon all protests and fulfill other requirements as required during the project.

E. Arrange for access to and make all provisions for DG to enter onto public and private property as required for DG to perform services.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by DG, obtain advice of an attorney, insurance counselor, and other consultants as the CLIENT deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the consultant.

G. Furnish correspondence, approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

H. Designate in writing a person to act as the CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the DG's services and shall comply with all State funding requirements for grants and loans.

I. Give prompt written notice to DG whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of DG's services.

J. Bear all costs incident to compliance with the requirements of this section.

ATTACHMENT 5
GENERAL PROVISIONS
RESERVOIR TRAIL CULVERT REPLACEMENT
CONTRACT 2020-1
BRATTLEBORO, VERMONT

The following Provisions are a part of the AGREEMENT for services:

1. DG, its agents, employees and independent contractors assigned to perform services under this Agreement agree to maintain, at DG's sole expense, all licenses which may be required by law or regulation for the performance of its services hereunder.

2. Should the scope of the services provided under this Agreement be revised as a result of changes to law or regulation beyond the control of either party, DG and the CLIENT agree to negotiate any resulting changes to cost or schedule in good faith and such negotiations will not interfere with DG's continued performance hereunder.

3. DG and the CLIENT understand that the time of delivery depends on other parties beyond the control of either contracted party. These other parties include the CONTRACTOR, State of Vermont, equipment manufacturers, public utilities, and equipment suppliers. In the event of inaction by parties beyond the control of the contracting parties, DG agrees to immediately inform the CLIENT of such potential schedule effects and enlist the assistance of the CLIENT to hold to the contract schedule. In the absence of schedule delays attributable to other parties, DG will make every effort to complete the services in accordance with the schedule outlined in the AGREEMENT and to complete the services by the dates set fourth in Attachment 3 Project Schedule.

4. Compensation for Services: Compensation for services is set forth in the attached AGREEMENT including the following terms and conditions:

   A. Invoices will be submitted monthly and are payable within thirty (30) days from date of invoice. Interest may be charged at the rate of 1.5% per month on any balance that remains unpaid 30 days after the date of the invoice. Failure to pay within 30 days will also permit DG to suspend or terminate services 10 days after written notice of intent to suspend or terminate. The CLIENT shall be liable for all reasonable collection costs, including attorney's fees, and the DG time and expenses. CLIENT is responsible for securing sufficient funds to ensure prompt payments to DG.

   B. Payments to DG shall not be withheld, postponed or made contingent on the construction, or the orderly completion of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties. No withholdings, deductions or offsets shall be made from DG's compensation for any reason unless DG has been found to be legally liable for such amounts.

4. Hazardous Materials: It is acknowledged by both parties that DG's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event DG or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of DG's services. DG may, at its option and without liability for consequential or any other damages, suspend performance of services on the project. If the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations DG may resume services. CLIENT warrants that it has disclosed to DG all information known to CLIENT regarding asbestos or hazardous or toxic materials and will disclose any additional information, as it becomes available to the CLIENT.

5. Opinions of Probable Cost or Cost Estimates: In providing opinions of probable construction cost or cost estimates, the CLIENT understands that DG has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of DG's qualifications and experience. DG makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by DG are considered part of DG's instrument of service and shall remain the property of DG. Copies will be provided to the CLIENT and other parties acceptable to the CLIENT. Any reuse of documents by the CLIENT or its agents for purposes other than their original intent will be at the CLIENT's risk and full legal responsibility. Due to the potential that the information set forth on plans and electronic media can be modified by others, DG reserves the right to remove its name, professional seals, and title blocks.

7. Right of Entry: The CLIENT shall provide for DG's rights to enter the property owned by the CLIENT and/or others in order for DG to fulfill the AGREEMENT included hereunder. While DG will make reasonable efforts to return the project site to its original condition, the CLIENT understands that use of testing or other equipment may disrupt the project site.

8. Standard of Care: Services provided by DG under this AGREEMENT will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. Termination: Either the CLIENT or DG may terminate this AGREEMENT at any time with or without cause upon giving the other party seven (7) calendar days prior to written notice. The CLIENT shall within twenty (20) calendar days of termination, pay DG for all services rendered and all costs incurred up to the date of termination,

in accordance with the compensation provisions of this contract. In the event of termination, CLIENT is responsible for securing sufficient funds to ensure prompt payments to DG, who will provide copies of completed drawings and documents as of the effective date of termination, excluding any seal or title block.

10. Third Party Beneficiaries: Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or DG. DG's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have any claim against DG because of this AGREEMENT or the performance or nonperformance of services hereunder.

11. Jobsite Safety: Neither the professional activities of DG, nor the presence of DG or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. DG and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, DG and DG's consultants shall be indemnified and shall be made additional insured's under the General Contractors, general liability insurance policy.

12. Rejection of the Work: DG shall have the authority to recommend the CLIENT reject work of the contractor which is not, in the professional judgment of DG, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject DG to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions f the work on this project.

13. Recommendation of Non-Payment of the Work: DG shall have the authority to recommend the CLIENT not pay for any work of the Contractor which is not, in the professional judgment of DG, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject DG to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions of the work on this project.

14. Attorney's Fees: In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

15. Betterment: If, due to DG's omission, any required item or component of the project is not included in the construction documents prepared by DG, DG shall prepare a change order for pricing by the CONTRACTOR at no charge to the CLIENT. DG shall not be responsible for paying the actual construction and installation cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will DG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

16. Buried Utilities: DG and/or its authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by DG or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which DG relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against DG and anyone for whom DG may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by DG.

17. Indemnification: DG agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or costs (including reasonable attorneys' fees and defense costs), to the extent caused by DG's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of its subconsultants or anyone for whom DG is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold DG harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT. DG is not obligated to the CLIENT in any manner whatsoever for the CLIENT's own negligence.

18. Changed Conditions: The CLIENT shall rely on DG's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to DG. Should DG call for contract re-negotiation, DG shall identify the changed conditions necessitating renegotiations and DG and the CLIENT shall promptly and in good faith enter into re-negotiation of this AGREEMENT. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this AGREEMENT.

19. Defects in Service: The CLIENT shall promptly report to DG any defects or suspected defects in DG's work or services of which the CLIENT becomes aware, so that DG may take measures to minimize the consequences of such a defect. The CLIENT warrants that he or she will impose a similar notification requirement on all contractors in his or her CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT, and

the CLIENT's contractors or subcontractors to notify DG, shall relieve DG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

20. Information Provided by Others: DG shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to DG such information as is available to the CLIENT and the CLIENT's consultants and contractors, and DG shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for DG to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions, which may have occurred in assembling the information, the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold DG and DG's sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to DG.

21. Insurance: During the term of this AGREEMENT, DG agrees to provide evidence of insurance coverage if requested by CLIENT. In addition, DG agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this AGREEMENT, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

22. Interpretation: Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trial or fact to have been caused by DG's sole or gross negligence or DG's willful misconduct. "Parties" means the CLIENT and DG, and their officers, partners, employees, agents and subconsultants. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join DG as a third-party defendant.

23. Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and DG agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and DG further agree to consider inclusion of a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby

providing for mediation as the primary method for dispute resolution between the parties to those agreements.

24. Applicable Laws: This AGREEMENT shall be subject to the applicable laws of the State of Vermont.

Town of Brattleboro
DEPARTMENT OF PUBLIC WORKS

211 Fairground Road, Brattleboro, Vermont 05301
Tel: 802-254-4255 • Fax: 802-257-2316 • E-mail:
sbarrett@brattleboro.org

To: Brattleboro Selectboard
VIA: Peter Elwell, Town Manager
From: Daniel Tyler, Highway/Utilities Supt.
Date: July 22, 2020
Subject: Engineering Agreement for Design Services – Putney Road

Attached is a scope of services and fee schedule for engineering of water and sewer main relocation/replacement on Putney Road, from Green International Affiliates, Inc.

Green International Affiliates, Inc. is preparing the design of the reconstruction of Putney Road, VTrans project Brattleboro STP 2000(23). Their design has identified conflicts between Brattleboro's water and sewer utilities, and the proposed roadway upgrades. The utilities will be relocated as part of the VTrans project, but the cost of design, permitting, and construction is the Town's responsibility.

The scope of work includes relocation of approximately 2100 feet of 16-inch water main, 625 feet of existing water services, 1000 feet of sewer main, and varies fire hydrants. Additionally, use of the asbestos water main which runs from the area of Top of the Hill Grill, north to the roundabout will be discontinued.

Funding for both design engineering and construction have been allocated in the utilities capital plan in FY21-FY26. Approval is sought to enter into and engineering agreement with Green International Affiliates, Inc. for $74,472.

GREEN INTERNATIONAL AFFILIATES, INC.
239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886
T: (978) 923-0400 I F: (978) 399-0033 I WWW.GREENINTL.COM

Town of Brattleboro, VT
Scope of Services
Water and Sewer Main Replacements Putney Road

April 28, 2020

INTRODUCTION

The following scope was prepared based on discussions with the Town of Brattleboro Department of Public Works. The Town of Brattleboro requested a fee proposal from Green to provide design, coordination and permitting services related to the relocation and replacement of portions of the Town's existing water and sewer mains along Putney Road that are impacted by the VTrans Brattleboro STP 2000(23) project.

The project limits will be the same as the VTrans Brattleboro STP 2000(23) project which is US Route 5 (Putney Road) between Bridge No. 8 over the West River (Station 174+00) to Bridge No. 10 over Crosby's Brook (Station 241+41) for a length of approximately 6,750 linear feet. Currently, Green is preparing the preliminary design for VTrans and the project requires the relocation of select portions of the water and sewer systems as noted below. Based on our meeting on April 7, 2020 with VTrans and the Town of Brattleboro, the Town is responsible for the design, permitting and construction costs for the relocation of the water and sewer within the State right-of-way (ROW) for Putney Road.

Based on our evaluations of the conflicts with the proposed improvements and the Town's existing water and sewer infrastructure we anticipate the following improvements under this scope of work:

- The entire length of the existing 10" Asbestos Cement water line will be abandoned in place and existing services will be tied into the existing 16" Ductile Iron Pipe to remain in service.
- Approximately 2,100 feet of 16" water main within the State's ROW will require relocation
- Approximately 1,000 feet of existing sewer main within the State's ROW will require relocation
- Approximately 625 feet of existing water services within the State's ROW will require relocation
- Hydrants will be relocated or added per discussions with the Town

The work associated with the relocations of the above within the State's ROW will be included into the VTrans project as non-participating items. The water and sewer plans will be prepared in accordance with VTrans standards and incorporated into the VTrans project plans.

KEY ASSUMPTIONS

- The Town will provide information on what services need to be upgraded for fire and domestic services
- It is assumed that there are no lead services (for domestic).
- The Town will provide water system modeling and flow requirements for the temporary bypass system.
- Town indicated there is no evidence of corrosion or incidences of any prior leaks, as such, the design of a Cathodic Protection system is not required; therefore, not included in this Scope of Services.
- The Town's sewer main will be replaced with similar size or with sizes provided by the Town; therefore, analyzing and design of the sanitary sewer systems are not required.
- Green will use the same base map prepared for VTrans US Route 5 (Putney Road) STP 2000(23).

- The listed quantities for water and sewer replacement are based on the current Preliminary Design and could potentially change during final design.
- The anticipated design duration will follow the VTrans submittal process and is anticipated to be five years.
- All plans will be prepared using MicroStation and InRoads and will follow the VTrans plan preparation requirements.
- Specifications and plans will be based on VTrans Standard Specifications for Construction
- Bid and Construction Phase Services are not included in this Scope of Services but can be provided as an additional service

Based on our understanding of the project, we have developed the following Scope of Services:

SCOPE OF SERVICES

Our submittal schedules will coincide with the VTrans project submittals. We anticipate the following VTrans Submittals; however, to limit the design fee we anticipate making only the submittals designated with an asterisk (*). If design changes are required at the other submittals, this will be performed as an additional service.

- Preliminary Plans (*)
- Revised Preliminary Plans
- Semi-Final Plans
- Final Plans (*)
- Pre-Contract Plans
- Contract Plans (*)

TASK 1 – PRELIMINARY DESIGN

Under this task, we will design the replacement of the existing 16-inch water main with a new 16-inch ductile iron cement lined water pipe (thickness class 52) and the replacement of the existing vitrified clay sewer with a new PVC sewer main along US Route 5 (Putney Road) at areas shown on Drawings included in **Attachment A**, enclosed. The water main will be designed per AWWA C-100, AWWA C-600, Town Standards and the Vermont Agency of Natural Resources Chapter 21 Water Supply Rule. The water design will include installation of new gate valves, domestic water services, hydrants and domestic/fire protection services. The Domestic water and fire protection services and will be shown on the drawings based on information provided by the Town.

Because the Town's 16-inch water main cannot be taken out of service, a temporary water bypass system will be required. The Town will provide water system modeling and flow requirements for the temporary bypass system to Green to include in the Design and Bid Documents.

Green will explore the possibility of using the existing 10-inch AC water main as a temporary by-pass when possible. However, coordination with the Town and verifications of the exact locations of where the 10-inch AC water main is connected to the 16-inch water main, are critical in order to implement this as an option in-lieu of or in addition to the temporary by-pass water system.

The sewer main will be designed in accordance with the Vermont Agency of Natural Resources Environmental Protection Rules Chapter 1 Wastewater System and Potable Water Supply Rules, Town and VTrans standards.

We will prepare Preliminary Design Plans, Details and estimates in accordance with VTrans standards. We will coordinate our water and sewer main designs with the Town and the Brattleboro STP 2000(23) project and will submit the draft Preliminary Design for Town's review.

We will show the new water and sewer mains in plan and profile. We will use the Subsurface Utility Engineering (SUE) investigations Quality Levels A and B performed by VTrans to show the existing water and sewer mains.

1.1 PREPARATION OF PLANS AND DETAILS

Green will develop plans and details based on our design calculations. Green anticipates the following plan sheet count for this submittal based on the current VTrans project plan index of sheets:

- Construction Water and Sewer Plans (19)
- Construction Water and Sewer Profiles (12)
- Typical Details (5)

The total number of sheets is anticipated to be approximately 36. Green will provide all plans electronically in Adobe Acrobat PDF format for Town review and comment. We will provide the Town with a draft set of plans and estimate at least 1 month prior to our anticipated Preliminary Plan submittal date to VTrans for Town review and comment. It is anticipated that the Town will provide any comments with two weeks of receipt of the draft plans so that we have enough time to address the Town's comments and incorporate into the submittal to VTrans.

1.2 ESTIMATE

Green will develop quantity calculations and cost estimates based on standard VTrans pay items and specifications. Unit prices used will be the expected costs based on the published VTrans weighted average unit bid prices adjusted to the proposed conditions. The estimate will be prepared using the VTrans approved Estimator program and we will provide the costs to the Town for their budgeting purposes.

1.3 PERMITTING

We will prepare the necessary ANR DEC Wastewater Systems and Potable Water Supplies Permit Applications. We will provide the necessary plans/details required for filing the permits. We assume permits fees will be the Town's responsibility; therefore, not included in this scope.

TASK 2 – FINAL PLANS AND CONTRACT PLANS, ESTIMATE AND SPECIAL PROVISIONS

We will address Town, Town's peer review consultant and VTrans comments on the Preliminary Plans and submit to VTrans at the Final Plan stage.

We will update the quantity calculations and cost estimate to reflect the comments for the Final Plans. We will prepare specifications for the water and sewer work in conformance with VTrans specification format and Town standards and requirements. We will provide the Town with a draft set of plans, estimate and special provisions at least 1 month prior to our anticipated Final Plan submittal date to VTrans for Town review and comment. It is anticipated that the Town will provide any comments within two weeks of receipt of the draft plans so that we have enough time to address the Town's comments and incorporate into the submittal to VTrans.

We will address any comments received from VTrans during the Final Plan review and incorporate into the Contract Plans. We will revise the quantities, estimate and special provisions to address the comments from VTrans. We will provide the Town with a draft set of plans and estimate at least 1 month prior to our anticipated Contract Plan submittal date to VTrans for Town review and comment. It is anticipated that the Town will provide any comments

within two weeks of receipt of the draft plans so that we have enough time to address the Town's comments and incorporate into the submittal to VTrans.

All submittals to the Town will be in electronic format.

TASK 3 - COORDINATION WITH THE TOWN

Our scope includes budget for coordination with the Town and VTrans related specifically to the water and sewer relocations. We anticipate a total of five (5) coordination meetings with the Town during the design process. The project manager and project engineer will attend the meetings. We assume the meetings will be held in the Town Engineer office in Brattleboro.

COMPENSATION

The total estimated lump sum cost to provide all services in this Scope of Services is $74,472.00 as broken down in the attached work-hour estimate and fee schedule.

Exclusions:
The following items of work are not included as part of this proposal but may be added later as an amendment to our contract:

- Permit Application filing fees and attendance of Public Hearings
- Geotechnical investigations/soil testing/hazardous materials
- Subsurface utility investigations, sewer/drain dye water testing and CCTV inspections.
- Pressure testing
- Traffic studies
- Landscape design and services
- Advertising fees

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Engineer's Work-Hour Estimate and Fee Schedule

Town of Brattleboro
Department of Public Works
Water and Sewer Replacement

GREEN INTERNATIONAL AFFILIATES, INC.
239 Littleton Road, Suite 3, Westford MA 01886
tel. (978)923-0400

Civil and Structural Engineers
www.greenintl.com

TASK No.	TASK DESCRIPTION	PROJECT MANAGER $ 185.00	PROJECT ENGINEER $ 130.00	STAFF ENGINEER $ 100.00	TECH $ 92.00	TOTAL LABOR <= Loaded Labor Rate	TOTAL LABOR	Expenses: Travel Mileage	Printing	Mailing	Misc	TOTAL EXPENSES
TASK 1.0	**PRELIMINARY DESIGN**											
Task 1.1	Preparation of Plans and Details	16	60	86	120	282	$30,350.00	$0.00	$0.00	$0.00	$0.00	
	Construction Water and Sewer Plans (19)	*8*	*36*	*48*	*76*	*168*						
	Construction Water and Sewer Profiles (12)	*6*	*18*	*30*	*36*	*90*						
	Typical Details (5)	*2*	*6*	*8*	*8*	*24*						
Task 1.2	Estimate	2	6	12	16	36	$3,822.00	$0.00	$0.00	$0.00	$0.00	
Task 1.3	Permitting: ANR DEC Wastewater Systems and Potable Water Supplies Permits	2	6	12	4	24	$2,718.00	$0.00	$0.00	$0.00	$0.00	
	TOTAL TASK 1.0	20	72	110	140	342	$36,890.00	$0.00	$0.00	$0.00	$0.00	$0.00
TASK 2.0	**FINAL PLANS AND CONTRACT PLANS, ESTIMATE AND SPECIAL PROVISIONS**											
Task 2.1	Incorporate/Respond to Town's Comments on Preliminary Design	2	4	8	0	14	$1,690.00	$0.00	$0.00	$0.00	$0.00	
Task 2.2	Prepare Final Design Plans and Details	8	32	40	48	128	$14,056.00	$0.00	$0.00	$0.00	$0.00	
Task 2.3	Prepare Final Estimate and Specifications	4	12	16	24	56	$6,108.00	$0.00	$0.00	$40.00	$0.00	
Task 2.4	Incorporate/Respond to Town's Comments on Final Design	2	4	6	0	12	$1,490.00	$0.00	$0.00	$40.00	$0.00	
Task 2.5	Prepare Contract Plans and Details	4	8	16	24	52	$5,588.00	$0.00	$0.00	$40.00	$0.00	
Task 2.6	Prepare Contract Estimate and Specifications	2	4	8	0	14	$1,690.00	$0.00	$0.00	$40.00	$0.00	
	TOTAL TASK 2	22	64	94	96	276	$30,622.00	$0.00	$0.00	$160.00	$0.00	$160.00
TASK 3.0	**COORDINATION WITH THE TOWN**											
Task 3.1	Meetings (5 total)	20	20	0	0	40	$6,300.00	$500.00	$0.00	$0.00	$0.00	
	TOTAL TASK 3	20	20	0	0	40	$6,300.00	$500.00	$0.00	$0.00	$0.00	$500.00
TOTALS FOR TASKS 1, 2 and 3		**62**	**156**	**204**	**236**	**658**	**$73,812.00**					**$660.00**

TOTAL LUMP SUM COST FOR ALL TASKS $74,472.00

TOWN OF BRATTLEBORO

Town Manager's Office · 230 Main Street · Brattleboro, VT 05301
(802) 251-8151 Fax (802) 257-2322

July 31, 2020

Memo To: Brattleboro Selectboard
Memo Via: Peter B. Elwell, Town Manager
Memo From: Patrick Moreland, Assistant Town Manager
Memo Re: Utility Disconnections

Recommendation: To reinstate utility disconnections for delinquent commercial and industrial water and sewer accounts.

On March 17, 2020, in response to the Covid-19 crisis, the Selectboard temporarily suspended water/sewer utility disconnections on all delinquent accounts. Given that the most basic individual response one can employ to interrupt the transmission of Covid-19 is frequent hand washing with soap, it makes good sense from a public health perspective not to limit the public's access to water.

Commercial & Industrial Accounts

Residential	85	$ 69,065.65
Commercial /Industrial	10	$173,877.32
Total	95	$242,942.97

Since March, the Treasurer's Office has seen an increase in delinquent utility accounts. While the greatest number of delinquent accounts are residential, most of the value of the delinquent payments are from a limited number of commercial or industrial users. Businesses use water for a variety of reasons, which can include process water (water used in the production of a salable product), for fire protection, and for employee uses.

While we may see a broad public benefit in maintaining the public's access to water during a virus epidemic, commercial and industrial users only "need" access to water if they are engaged in business. Water service is a basic business expense, one that should be planned for and maintained if it is essential. If the Selectboard agrees, notice would be sent to all commercial/industrial accounts that are delinquent after the next quarterly payment due date of August 17. Delinquent customers would need to come current or complete a payment plan agreement with the Treasurer's Office to avoid disconnection. No fire service sprinklers or hydrants would be included in any water disconnections.

Residential Accounts

For the reasons stated above about the need to maintain the public's ability to wash their hands, staff is not yet prepared to recommend disconnections for delinquent residential customers. But staff is concerned that customers who routinely wait for a disconnection notice before paying their bill may find themselves "in over their head" once regular utility disconnections are resumed. For this reason, and because customers can enter into a payment plan agreement to avoid being disconnected, the Selectboard may also determine that the Town should resume disconnection notices to residential customers. If not, Town staff will send a letter (not an official legal notice) to all delinquent residential accounts urging payment of the outstanding balance and reminding all customers that they can set up an installment payment plan.