

**Regular Meeting of the Barre City Council  
Held February 25, 2020**

The Regular Meeting of the Barre City Council was called to order by Mayor Lucas Herring at 7:00 PM at Barre City Hall. In attendance were: From Ward II, Councilors Michael Boutin and Teddy Waszazak; and from Ward III, Councilors Rich Morey and Samn Stockwell. Also present were City Manager Steve Mackenzie and Clerk/Treasurer Carol Dawes.

**Absent:** From Ward I, Councilors John Steinman and Jeffrey Tuper-Giles.

**Adjustments to the Agenda:** Mayor Herring rearranged agenda items to accommodate the Efficiency VT and Barre City Energy Committee presentations.

**Approval of Consent Agenda:**

Council approved the following consent agenda items on motion of Councilor Stockwell, seconded by Councilor Morey. **Motion carried.**

- Minutes of the following meetings:
  - Special Meeting of February 18, 2020
  - Regular Meeting of February 18, 2020
- City Warrants as presented:
  - Approval of Week 2020-08:
    - Accounts Payable: \$162,318.26
    - Payroll (gross): \$130,525.05
  - 2020 Licenses: NONE

**The City Clerk/Treasurer Report** – Clerk/Treasurer Dawes reported on the following:

- Sample ballots for the March 3<sup>rd</sup> Annual Town Meeting and Presidential Primary elections are posted on the City website. Early/absentee voting is available.
- Dog licenses are available. All dogs must be licensed by April 1<sup>st</sup>.
- Next week's Council meeting will be held on Monday, March 2<sup>nd</sup>, due to Tuesday's Annual Town Meeting and Presidential Primary elections.

**Liquor Control** – NONE

**City Manager's Report** - Manager Mackenzie reported on the following:

- The Tree Committee received word of a grant award for the creation of a tree nursery at the Dix Reservoir. The nursery will be created and maintained by the committee and Spaulding High School students.
- There were 16 people at the municipal pool refurbishment project pre-bid meeting.
- Held kick-off meeting for police union contract negotiations.
- Received this year's Semprebon Annuity payment of \$61,567.
- The VT Council for Rural Development's Community Visit community meeting and dinner is scheduled for Tuesday, April 7<sup>th</sup>.
- The Manager has been giving budget presentations throughout the City over the past few weeks. The slide presentation and video are available on the City website.

**Visitors and Communications** – NONE

City resident and Planning Commission member Jake Hemmerick introduced himself as a candidate for the Ward I City Council seat up for election at next week's Annual Town Meeting election.

Barre Area Development Corporation president Sarah Field and board member Rob Hutchins said BADC has created two business-forward films available on Youtube, and there's been outreach from community organizations and state agencies interested in partnering with their Barre Rock Solid marketing initiative. Ms. Field said people should support the municipal budget on next week's Annual Town Meeting ballot, along with BADC's ballot article for funding support of the marketing initiative.

**Old Business – NONE**

**New Business –**

**B) Public Hearing Warned for 7:15 PM – Informational Meeting for Town Meeting Ballot Articles and Bond Article.**

Mayor Herring opened the public hearing at 7:16 PM. Clerk Dawes distributed copies of an annual town meeting sample ballot. The Clerk said this informational meeting is required by statute, and gives the public the opportunity to offer questions and comments on the articles on the ballot, including the bond article. The Mayor opened the floor for questions and comments. Hearing none, the Mayor closed the public hearing at 7:20 PM.

**A) CV Fiber Update.**

Central Vermont Fiber governance board chair Jeremy Hansen said they are a municipality with 18 member towns throughout Washington, Lamoille and Orange counties. They recently received a broadband innovation grant which will allow them to draft a business plan. The plan will allow them to seek a \$4 million VEDA loan. CV Fiber's vision is to string fiber throughout its member communities, and to be financially secure. It is likely they will start in the more rural communities, and additional funding will come from pre-subscriptions, personal loans and gifts.

**C) Discussion on Public Safety Calls for Service.**

Police Chief Tim Bombardier said increasing calls for service support the need for additional officers. The Chief spoke of FBI-designated violent crimes, changes in bail laws, and changes in call volume and arrests/search warrant numbers since the creation of the street crimes unit in late 2018. There was discussion on areas of the City that have traditionally had higher call volumes, increased arrests for violations of release, development of a map to show call volume by area, correlation with neighborhood watch programs, overdose protocols, and partnerships with Montpelier PD, Washington County State's Attorney's office, and drug court.

**D) Authorization to Submit FY21-23 COPS Grant Application.**

Chief Bombardier asked for authorization to submit a grant application for two officers. The \$125,000/officer grant would cover three years of service, with the City obligated to cover all costs in the fourth year. Council authorized the grant application on motion of Councilor Stockwell, seconded by Councilor Morey. **Motion carried.**

**F) Barre City Energy Committee quarterly update.**

Energy Committee members Romni Palmer and Conor Teal said Barre households have the highest energy burden in the state, as per Efficiency Vermont. There is a need to install more solar, become more energy efficient and shift away from fossil fuels. The committee is working with a consultant to engage and encourage actions. They plan on conducting a community survey, available on-line and at the Annual Town Meeting. The said Efficiency Vermont is hosting a bulb swap at Nelson's Hardware this Saturday, where City residents can swap out up to 10 incandescent or CFL bulbs for LED bulbs.

**E) Efficiency VT Community Assignment for Energy Education and Reduction.**

EV community engagement manager Brad Long said Barre City has been named one of this year's target communities. Mr. Long said he will be working exclusively with Barre City by holding energy walk-

throughs of homes and businesses, tabling at the farmer's markets and Heritage Festival, holding coffee chats at Espresso Bueno, coordinating this Saturday's bulb swap, and showcasing zero emission modular homes and the different ways people can make their homes more energy efficient.

**G) Overview Presentation of Proposed FY21 General Fund Budget.**

Manager Mackenzie gave a Powerpoint presentation on the FY21 general fund budget and other items included on next week's Annual Town Meeting ballot. The Manager said the Powerpoint slides are available on the City website, along with a video presentation.

**H) Award of WWTF Digester Boiler Replacement Contract.**

Manager Mackenzie said the City received one bid of \$173,000 from A. Cooper Mechanical, and recommended awarding the contract to them. Council awarded the contract as recommended on motion of Councilor Morey, seconded by Councilor Stockwell. **Motion carried.**

The Manager said three panels on the digester will be replaced later this week. This repair should alleviate the recent odor problems near the wastewater treatment facility.

**Round Table –**

Councilors encouraged people to vote at next week's Annual Town Meeting and Presidential Primary elections.

Councilor Waszazak encouraged people to vote no on articles 6 and 7.

Councilor Boutin encouraged people to vote yes on article 7.

Mayor Herring reported on the following:

- Encouraged people to vote yes on all articles on the annual town meeting ballot.
- Showed a copy of the Barre Unified Union School District flyer supporting the school budget.
- Reviewed articles on the ballot.
- Participated in last weekend's Boots & Balls fundraiser.
- Sensory bags have been added to emergency response vehicles to help children dealing with traumatic situations.

**Executive Session – NONE**

The Council meeting adjourned at 9:26 PM on motion of Councilor Boutin, seconded by Councilor Morey. **Motion carried.**

An audio recording of the meeting is available in the Clerk's office.

Respectfully submitted,

Carolyn S. Dawes, City Clerk



# *City of Barre, Vermont*

## *“Granite Center of the World”*

Janet E. Shatney  
Planning Director  
[PPADirector@barrecity.org](mailto:PPADirector@barrecity.org)

6 N. Main St., Suite 7  
Barre, VT 05641  
Office Telephone (802) 476-0245  
Direct Line (802) 477-1465

### MEMORANDUM

TO: Mayor, City Council; City Manager; City Clerk/Treasurer

CC: Chairs of City Committees; The Barre Partnership; Barre Area Development Corp.

FROM: Janet Shatney, Planning Director

DATE: February 21, 2020

RE: Draft Municipal Plan Update

---

The City’s Planning Commission has been working on an update to the 2014 Municipal Plan (Plan) that expired in June of 2019. The Commission got off to a good start editing the Plan in January of 2019, while wrapping up work on the rewrite to the UDO (Unified Development Ordinance). The Plan process came to a halt when the UDO process ramped back up, finalizing in June, with a revision in August 2019. Full attention and work has been the focus of the Commission since September 2019.

Given that very few of the strategic planning efforts identified in the current plan were addressed, and that the focus (themed “A Plan for a Healthy Future”) is still very worthwhile, a thorough review was completed and many comments have been received already from folks such as the Library Director, The School Superintendent’s Office, along with internal staff review.

In order to comply with the changes in state law, the energy element needed improved information, and a new forest integrity element has been added to the Natural Environment sections.

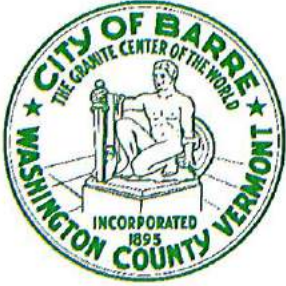
A webpage dedicated to the efforts of the Plan can be found as a sub-page of the Planning Commission’s webpage at <https://www.barrecity.org/2019-2020-municipal-plan-updates.html> .

The plan, in its entirety, can be reviewed using these direct links as well:

Draft whole plan with edits on: [Draft Muni Plan 2020-02-11 with edits](#)

Draft whole plan clean version: [Draft Muni Plan 2020-02-11 clean version](#)

Please share this memo with your committee members. Our next Commission meeting is Thursday, February 27<sup>th</sup> at the Alumni Hall Conference room. Your feedback is welcome.



Department of Public Works  
6 North Main St Suite 1  
Barre, VT 05641

February 20, 2020  
224216

Mr. Roger Bergeron, Chief Construction Engineer  
Water Investment Division  
Agency of Natural Resources  
National Life Building, Main 1  
1 National Life Drive  
Montpelier, VT 05602-3510

**SUBJECT: Request for Approval to Award Contract  
City of Barre WWTF, Biosolids Improvements Project**

Dear Mr. Bergeron,

The City of Barre is writing to request approval to award the Contract for the above-referenced project to A. Cooper Mechanical, Inc., of Williston, Vermont, for the bid contract amount of \$173,373.00. We have reviewed the recommendation to award prepared by DuBois & King, Inc., and concur with their recommendation.

If you have any questions, please contact us or our engineer, DuBois & King, Inc.

Sincerely,

Mr. William E. Ahearn, P.E.  
Director of Public Works and Engineering  
City of Barre  
6 North Main St. Suite 1  
Barre, VT 05641

Vermont Department of Environmental Conservation

*Agency of Natural Resources*  
**EC7**  
 Facilities Engineering Division  
 Construction Section  
 1 National Life Drive, Main 1  
 Montpelier VT 05620-3510  
 Telephone: (802)-760-8135  
 Fax: (802)-828-1552

### Award Concurrence Checklist

Project:	City of Barre WWTF, Biosolids Improvment	Owner:	City of Barre		
Engineer:	DuBois & King, Inc.	FED Representative:	Roger Bergeron		
Funding Source:	RF1	Loan #:	253	Contract #:	1
		Date:	01/21/2019		
Low Bidder:	A. Cooper Mechar	Construction Cost:	\$173,373.00	Eligible Cost:	

**The following items must be submitted to FED Construction for concurrence prior to the execution of the contract:**

- |     |  |                                     |          |                                     |     |
|-----|--|-------------------------------------|----------|-------------------------------------|-----|
| 1.  | Owner's Letter Requesting Authorization to Award which states intent to award contract to the low Bidder | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 2.  | Letter From Engineer to Owner Recommending Award of Contract   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 3.  | Completed Bid Schedule   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 4.  | Bid Bond   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 5.  | Updated Project Cost Summary   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 6.  | Certified Tabulation of All Bids   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 7.  | Copy of Legal Advertisement of Contract  | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 8.  | Certification as to Rights-of-Way and Easements for Construction Engineer's Lines                        | <input type="checkbox"/>            | Complete | <input checked="" type="checkbox"/> | N/A |
| 9.  | DBE Effort Package Approved by VT DEC  | <input type="checkbox"/>            | Complete | <input checked="" type="checkbox"/> | N/A |
| 10. | Executed Engineering Agreements  | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 11. | Low Bidder's Acknowledgement of all Addenda  | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 12. | Proof of Bidder Insurance  | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 13. | Confirm Surety is Listed in the Current Treasury Circular #570   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 14. | Bond Bank Approval   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 15. | Certification of Non-Segregated Facilities   | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |
| 16. | References of previous work completed by the Bidder  | <input checked="" type="checkbox"/> | Complete | <input type="checkbox"/>            | N/A |

**ATTACHMENT 1**  
**OWNER'S LETTER REQUESTING AUTHORIZATION**

*put letter on City letterhead*

February 20, 2020  
224216

Mr. Roger Bergeron, Chief Construction Engineer  
Water Investment Division  
Agency of Natural Resources  
National Life Building, Main 1  
1 National Life Drive  
Montpelier, VT 05620-3510

**SUBJECT: Request for Approval to Award Contract  
City of Barre WWTF, Biosolids Improvements Project**

Dear Mr. Bergeron,

The City of Barre is writing to request approval to award the Contract for the above-referenced project to A. Cooper Mechanical, Inc., of Williston, Vermont, for the bid contract amount of \$173,373.00. We have reviewed the recommendation to award prepared by DuBois & King, Inc., and concur with their recommendation.

If you have any questions, please contact us or our engineer, DuBois & King, Inc.

Sincerely,

Mr. William E. Ahearn, P.E.  
Director of Public Works and Engineering  
City of Barre  
6 North Main St. Suite 1  
Barre, VT 05641



**ATTACHMENT 2**  
**LETTER FROM ENGINEER RECOMMENDING AWARD**



February 20, 2020  
224216

Mr. William E. Ahearn, P.E.  
Director of Public Works and Engineering  
City of Barre  
6 North Main St. Suite 1  
Barre, VT 05641

**SUBJECT: Bid Analysis and Recommendation for Contract Award  
City of Barre WWTF, Biosolids Improvements Project – Sludge Boiler Replacement**

Dear Mr. Ahearn,

A single bid from A. Cooper Mechanical, Inc., of Williston, Vermont was received on February 19, 2020 for construction of the subject project. Immediately after the bid was opened, Roger Bergeron, Chief Construction Engineer from the State Water Investment Division, noticed the bid identified a total bid price, but the unit price line was not completed properly. He identified this as an informality, and Bill Ahern, DPW, City of Barre indicated his concurrence with this determination. The contractor then filled in the unit price line on the bid form. This did not result in any change in the total bid price as originally submitted.

Following the bid opening, DuBois & King, Inc., reviewed the Bid from A. Cooper Mechanical, Inc., to confirm that it included submission of a bid security in the form of a Bid Bond, acknowledgement of Addenda No. 1 and No. 2, the other documentation that was required to be included with the Bid, and a Bid Form with a total Bid Price of \$173,373.00.

DuBois & King, Inc. has work with A. Cooper Mechanical, Inc. numerous times in the past, at the Northwest Medical Facility as well as the HVAC renovation in the Control Building at the Barre WWTF in 2009, and have had a positive work relationship. We did conduct a due diligence reference check with three of the references provided for other projects completed by the company. Briefly summarizing, all provided satisfactory and positive references. The references that were contacted include:

1. David Allerton, Town of Milton
2. Bill Ouellette, Penta Corporation
3. Scott Waite, NECCO, Inc.

Based on this information and a review of their bid, it is our opinion that A. Cooper Mechanical, Inc., is a responsive and responsible bidder. Therefore, this office recommends that the City of Barre award the subject construction contract in the amount of \$173,373.00 to:

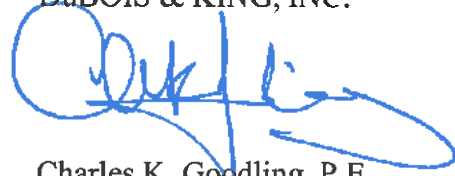
A. Cooper Mechanical, Inc.  
171 Leroy Road  
Williston, Vermont 05495

We have completed the Notice of Award form, which is attached. If the City concurs with this recommendation, please sign the form and return it to us. We will forward to the Contractor.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

DuBOIS & KING, INC.



Charles K. Goodling, P.E.  
Project Manager

**NOTICE OF AWARD**

TO: Joanne Mugford  
A. Cooper Mechanical, Inc.  
171 Leroy Road, Williston, VT 05496

PROJECT Description: **City of Barre Wastewater Treatment Facility Digester Boiler Replacement**

OWNER's **Engineers** Project Number 224216

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated **February 19**, 20**20**, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ **173,373.00**

You are required to execute the Agreement and obtain the performance BOND and payment BOND within ~~ten~~ (40) **twenty (20)** calendar days from the date when NOTICE OF AWARD is delivered. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at its option, consider the BIDDER in default, in which case the BID BOND or certified check accompanying the proposal shall become the property of the OWNER.

~~The OWNER, within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.~~

**A Preconstruction Meeting will be scheduled for early-March, 2020 at the Barre City Offices. To this meeting, the CONTRACTOR shall bring three (3) original copies each of the CONTRACTOR's Performance BOND, payment BOND and certificates of insurance. The intent is to execute the Agreement at the Preconstruction Meeting.**

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. The "Date of Issuance" of the NOTICE TO PROCEED shall start the CONTRACT time. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended only by mutual written agreement between the OWNER and CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

City of Barre, Vermont \_\_\_\_\_  
OWNER (Print or Type Name)

Title: \_\_\_\_\_  
Signature

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

A. Cooper Mechanical, Inc \_\_\_\_\_  
CONTRACTOR (Print or Type Name)

Title: \_\_\_\_\_  
Signature

THIS PAGE INTENTIONALLY BLANK

**ATTACHMENT 3, 4, 11, 12, 14, 15, 16**  
**COMPLETED BID SCHEDULE**  
**BID BOND**  
**ACKNOWLEDGEMENT OF ADDENDA**  
**PROOF OF BIDDER INSURANCE**  
**BOND BANK APPROVAL**  
**CERTIFICATOIN OF NON-SEGREGATED FACILITIES**  
**REFERENCES OF PREVIOUS WORK COMPLETED**

**BID**

Proposal of A. Cooper Mechanical, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Vermont doing business as: A. Cooper Mechanical, Inc.  
(a corporation, a partnership or an individual)

To the: City of Barre, Vermont  
(Loanee or Grantee) (hereinafter called "OWNER".)

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of:

City of Barre Wastewater Treatment Facility Digester Boiler Replacement

The Work included in this contract is for the replacement of outdated equipment within the existing municipal wastewater treatment facility digester building in the City of Barre, Vermont. Equipment replacements include a new dual fuel (digester gas and No. 2 fuel oil) boiler, controls upgrades which tie into the plant's central controls, and new spark resistant (Level B) roof top exhaust fan for the boiler room.

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED and to fully complete the PROJECT ~~within \_\_\_\_\_ consecutive calendar days thereafter~~ **by July 31, 2020**. BIDDER further agrees to pay as liquidated damages, the sum of **\$750** for each consecutive calendar day thereafter as provided in Section 4 of the General Conditions.

*A Performance Bond and a Payment Bond, each for 100% of the Bid value, will be submitted at the time of Contract award. Irrevocable Letters of Credit for 100% of the Bid value may be substituted by the CONTRACTOR for each of the Bonds. The Payment Bond (or Irrevocable Letter of Credit) will not be released until satisfactory evidence has been provided to the OWNER that all outstanding debts, liens, and judgments incurred by the CONTRACTOR for the performance of SUBCONTRACTORS, or supplies and materials incorporated into the Work have been paid. The Performance Bond (or Irrevocable Letter of Credit) will be held in force for one year after the Substantial Completion and will serve as warranty of the Contract. The Irrevocable Letter of Credit for Performance (if used in place of a Performance Bond) may not be reduced or released prior to completion of the one year warranty period unless authorized by the OWNER and approved by the Lending Authority.*

BIDDER acknowledges receipt of the following ADDENDUM:

- #1 Feb 13, 2020
- #2 Feb 14, 2020
- \_\_\_\_\_
- \_\_\_\_\_

THIS PAGE INTENTIONALLY BLANK



## BID SCHEDULE

(Use this example format for UNIT PRICE Items)

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT $\Phi$
1	WASTEWATER TREATMENT FACILITY BOILER UPGRADE	1 LS	\$ <u>173,373</u>	\$ <u>173,373.00</u>
UNIT PRICE (written)		<u>One hundred Seventy three thousand, three Hundred and Seventy three dollars</u>		

TOTAL CONTRACT PRICE \$ 173,373  $\Phi$

TOTAL CONTRACT PRICE (written) One hundred seventy three thousand, three hundred and seventy three

### BASIS FOR BID COMPARISON – TOTAL CONTRACT PRICE

**Notes:**

1. BIDDER acknowledges that (a) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item, and (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of BIDS, and final payment for all unit price BID items will be based on actual quantities, determined as provided in the CONTRACT DOCUMENTS.
2. In the event that there is a discrepancy between the lump sum or unit prices written in works and figures, the prices written in words shall govern.
3. BIDDERS must bid on each item. All entries in the entire BID must be made clearly in ink; prices BID must be written in both words and figures.
4. BIDDERS must insert extended item prices obtained from quantities and unit prices.
5. BIDS shall include all applicable taxes and fees.  
 $\Phi$  For informational comparison only.

## BIDDER QUALIFICATION STATEMENT WITH SUPPORTING DATA

The Bidder is requested to state below what works of a similar character to that included in the proposed contract he has done to give references that will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder. A. Cooper Mechanical, Inc.
2. Permanent Main Office address. 171 Leroy Road Williston, VT 05495
3. When organized? May 1969
4. Where incorporated? Vermont
5. Is bidder registered with the Secretary of the State to do business in Vermont? Yes
6. How many years have you engaged in the contracting business under your present firm name? 50+ years
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) VT Creamery- 4m completion date May 2020  
Sara Holbrook Community Center 600k - completion date 4/2020
8. General character of work performed by your company.  
Mechanical Heating/Plumbing commercial properties, institutions, and WWTF
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? \_\_\_ (Yes)  (No).  
If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_ (Yes)  (No).  
If so, where and why?
11. Have you every had liquidated damages assessed on a contract? \_\_\_ (Yes)  (No).  
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. St Albans WTF -\$945k completed Jan 2020, So.Hero WTF- completed Sept2019  
Winooski WTF- \$164k completed Feb 2020
13. List your major equipment available for this contract.
14. List your key personnel such as Project Superintendent and foreman available for this contract. PM- Neil Gardner  
Foreman- Tim Michel
15. List any subcontractors who you would expect to use for the following (unless this work is to be done by your organization):
  - a. Civil Engineering N/A
  - b. Utility Installation N/A
  - c. Earth Placement and Compaction N/A
  - d. Handling of Water N/A
  - e. Cold-plane Asphalt Roadway and Repaving N/A
16. With what banks do you do business? Community Bank

Do you grant the Engineer permission to contact this (these) institutions?  (Yes) \_\_\_ (No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.  
Contact Mark Mayer CPA at Kittel Branagan and Sargent

Respectively submitted:

Joanne Mugford  
Signature

171 Leroy Rd Williston, VT 05495

Address

VP

2/18/2020

Title

Date

Joanne Mugford

Being duly sworn, deposes and says

that he is VP

of A. Cooper Mechanical, Inc.

Name of Organization

and that the answers to the foregoing questions and all statements

contained therein are true and correct.

Sworn to before me this 18 day of February, 2020

Patricia Fleury  
Notary Public

My commission expires 1-31-2021

(Seal - If BID is by Corporation)

ATTEST: [Signature]



**A. Cooper Mechanical, Inc. - Project References for Water Treatment Facilities**

**Projects Recently Completed:**

**Winooski, VT Waste Water Treatment Facility- New Headworks No.#1 RFI-213**

Contract Amount - \$164k Completed: Jan 2020

**Necco Construction** Waitsfield, VT 05673

Scott Waite – 802-496-4406 [swaitenecco@gmavt.net](mailto:swaitenecco@gmavt.net)

**Milton, VT Water Treatment Facility – Hydro Tanks Replacement**

Contract Amount - \$44k Completed: August 2019

Director of Milton Public Works - David Allerton 802-893-6030

Email: [dallerton@miltonvt.gov](mailto:dallerton@miltonvt.gov)

**St. Albans, VT Waste Water Treatment Facility**

Work Performed: Refurbishment buildings

Contract Amount - \$945k Completed: Dec 2019

Customer Reference: **Penta Corp – Bill Ouellette** [ouelletteb@roadrunner.com](mailto:ouelletteb@roadrunner.com)

**South Hero Fire Dist #4 Water Treatment Plant Improvements #1 RF#350**

Contract Amount - \$85k Completed: Sept 2019

**Necco Construction** Waitsfield, VT 05673

Scott Waite – 802-496-4406 [swaitenecco@gmavt.net](mailto:swaitenecco@gmavt.net)

I am the undersigned BIDDER or prospective CONTRACTOR and I certify that I am in compliance with the following documents which are a part of this contract:

#### 45 CFR Part 604 DISCLOSURE OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, SUBCONTRACTs, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY

The undersigned certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the undersigned is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.

#### NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS (NON-DISCRIMINATION IN EMPLOYMENT)

The BIDDER hereby agrees to the following conditions:

1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and SUBCONTRACTORS with said contract provisions and with the rules, regulations, and relevant orders of the Secretary.
3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.
4. It will enforce the obligations of CONTRACTORS and SUBCONTRACTORS under such provisions, rules, regulations and orders.

- 5. It will carry out sanctions and penalties for violations of such obligations imposed upon CONTRACTORS and SUBCONTRACTORS by the Secretary of Labor or the Environmental Protection Agency.
- 6. It will refrain from entering into any contract subject to this Order or extension or other modification of such a contract with a CONTRACTOR or SUBCONTRACTOR debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and
- 7. In the event that he fails and refuses to comply with his undertakings, the BIDDER agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246 until satisfactory assurance of future compliance has been received from such BIDDER, or may refer the case to the Department of Justice for appropriate legal proceedings.



**CERTIFICATION OF NON-SEGREGATED FACILITIES**

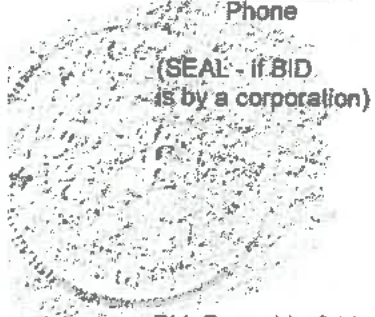
The federally assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term **segregated facilities** means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of SUBCONTRACTS exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

- By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:
- 45 CFR Part 604 – Disclosure of Lobbying Activities
  - Certification regarding Debarment, Suspension, and Ineligibility Statement
  - Notice to Labor Unions or other Organizations of Workers
  - Certification of Non-Segregated Facilities

**NOTE: The penalty for making false statements in offers is prescribed is 18 U.S.C. 1001**

**have**,  **have not (check one)**, participated in a previous contract or SUBCONTRACT subject to Executive order No. 11246 (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>

Respectfully submitted:	Joanne Mugford	VP
	Print or Type Name	Title
802-655-9191	A. Cooper Mechanical, Inc.	171 Leroy Rd Williston, VT 05495
Phone	Company Name	Address
		jmugford@coopervt.com
	Signature	Email
		
	License Number (if applicable)	(Attest)
	Dated this <u>18</u> day of <u>Feb</u> , 20 <u>20</u>	



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we,

A. Cooper Mechanical, Inc.

as Principal, (hereinafter called the "Principal"), and Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

, a corporation duly organized under the laws of the State of New Hampshire, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Barre, 6 North Street, Barre, VT 05641

as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of attached bid

Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Barre WTF Digester Boiler Replacement.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

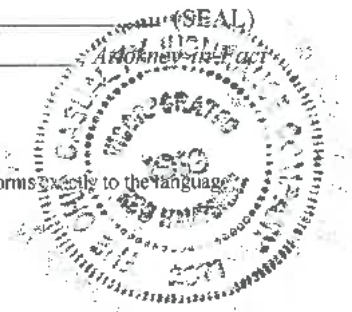
Signed and sealed this 18th day of February A.D., 2020

Patricia Fleury  
Witness

A. Cooper Mechanical, Inc.  
Principal  
James M. [Signature] (SEAL)

Joanne VanDyk  
Witness

Ohio Casualty Insurance Company  
Surety  
By [Signature]  
Robin W. Faraone



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7830359

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Kirk Flanagan; Michael D. Boardman; Paul E. Plunkett; Robin W. Faraone; Scott F. Boardman**

all of the city of BURLINGTON, state of VT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of July, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**ATTACHMENT 5  
UPDATED PROJECT COST SUMMARY**

**Project Cost Summary**  
**City of Barre WWTF, Biosolids Improvements Project**  
**Boiler Replacement**  
**2/19/2020**

<b>Biosolids Improvements</b>	<b>CWSRF Loan</b>
A. Cooper Mechanical, Inc. Bid Boiler Replacement Only	\$173,373.00
Engineering (Step I) Entire Biosolid Improvement Project	\$ 17,242.00
Engineering (Step II & Step III) Boiler Replacement Only	\$ 30,488.00
Land Acquisition	\$ -
Legal/Administrative	\$ 3,467.46
5% Contingency	\$ 11,228.52
<b>SUBTOTAL PROJECT COST</b>	<b>\$235,798.98</b>

**ATTACHMENT 6  
CERTIFIED BID TABULATION**

Project # #224216

CITY OF BARRE

WASTEWATER TREATMENT FACILITY, BIOSOLIDS IMPROVEMENT PROJECT

BID TABULATION

BID OPENING FEBRUARY 19, 2020 1:00 PM

				Engineer's Estimate		A. Cooper Mechanical, Inc.	
ITEM NO:	Description	EST QUAN	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Wastewater Treatment Facility Boiler Upgrade	1	L.S.	\$ 145,000	\$ 145,000	\$ 173,373.00	\$ 173,373.00
2	Contingency	1	L.S.	20%	\$ 29,000	\$ -	\$ -
<b>TOTAL BID</b>					<b>\$ 174,000.00</b>		<b>\$ 173,373.00</b>

Charles K. Goodling, P.E.

**ATTACHMENT 7**  
**LEGAL ADVERTISEMENT OF CONTRACT**

## INVITATION FOR BIDS

### City of Barre, Vermont Wastewater Treatment Facility Digester Boiler Replacement

Separate sealed BIDS for the construction of City of Barre Wastewater Treatment Facility Digester Boiler Replacement will be received by City of Barre, VT at 6 North Main Street, Suite 1, Barre, VT 05641, until 1:00 p.m. on February 18, 2020, and then at said office publicly opened and read aloud.

The Work included in this contract is for the replacement of outdated equipment within the existing municipal wastewater treatment facility digester building in the City of Barre, Vermont. Equipment replacements include a new dual fuel (digester gas and No. 2 fuel oil) boiler, controls upgrades which tie into the plant's central controls, and new spark resistant (Level B) roof top exhaust fan for the boiler room.

Each BID must be accompanied by a certified check payable to the OWNER for five percent (5%) of the total amount of the BID. A BID BOND may be used in lieu of a certified check.

Obtaining Plans and Specifications: To view the completed advertisement and obtain the Plans and Specifications go to [www.dubois-king.com/projects-bidding-active](http://www.dubois-king.com/projects-bidding-active) or contact Dawn Conant at 802.728.3376 or [dconant@dubois-king.com](mailto:dconant@dubois-king.com) with any questions. There is a fee of **\$50.00** per set. The plans and specifications are not returnable/refundable.

A Non-Mandatory pre-bid meeting and site inspection is scheduled to be held at the Barre Wastewater Treatment Facility, 69 Treatment Plant Drive, Barre, VT 05641 on February 5, 2020 starting at 1:00 pm. No other viewing without appointment. Contact Steve Micheli for appointment at [smicheli@barrecity.org](mailto:smicheli@barrecity.org). All prospective bidders are encouraged to attend this meeting.

**ATTACHMENT 8  
NOT APPLICABLE**

**ATTACHMENT 9  
NOT APPLICABLE**



**ATTACHMENT 10**  
**EXECUTED ENGINEERING AGREEMENTS**



January 21, 2019

William E. Ahearn P.E.  
Director of Public Works and Engineering  
City of Barre  
6 North Main St. Suite 1  
Barre, VT 05641

Re: Engineering Services Agreement for Study and Report Phase City of Barre WWTF,  
Biosolids Improvements Project  
Owner's Project Number N/A Engineer's Project No. 224216

This AGREEMENT is written pursuant to the City of Barre (OWNER) request for DuBois & King, Inc. (ENGINEER) to provide professional engineering services as outlined below.

**SCOPE OF SERVICES**

Professional engineering services are to be performed by the ENGINEER as detailed in **Attachment No. 1** of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

**BASIS OF COMPENSATION**

For services performed under this AGREEMENT, the CLIENT agrees to compensate the ENGINEER as follows:

I. Basic Services –			
Study and Report Phase	\$	<u>\$10,609</u>	Lump Sum (LS)
Preliminary Design Phase	\$	<u>\$ 0</u>	LS
Final Design	\$	<u>\$ 0</u>	LS
II. Field Surveys (STEP I)	\$	<u>\$ 770</u>	Not to Exceed (NTE)
III. Subsurface Explorations (STEP II)	\$	<u>\$ 0</u>	NTE
IV. Special Services	\$	<u>\$5,863</u>	NTE
V. Additional Services	\$	<u>\$ 0</u>	NTE
Total amount of items to this AGREEMENT	\$	<u>\$17,242</u>	

Billing for each work item shall be on a monthly basis as follows:

**Lump Sum (LS) Services:** Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the CLIENT will be limited to the lump sum fee indicated for each LS work item above.

**Not-To-Exceed Services (NTE):** *The cost for Not-to-Exceed services will be calculated using rates in Attachment 2.* The cost to the CLIENT will be at or below the NTE fee indicated for each work item above.

All invoices/bills (see **Attachment No. 5**) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each invoice/bill. All invoices/bills to the OWNER will be formatted to comply with the current State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.

It is understood that the ENGINEER's labor rates are adjusted annually in January, and that the fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to **Attachment No. 2 – Schedule of Fees, Attachment No. 3 – Reimbursable Expenses** and **Attachment No. 4 – Level of Effort**

## **TERMS AND CONDITIONS**

Refer to **Attachment No. 6** for the **Terms and Conditions** that govern this AGREEMENT and any fully executed Amendment(s).

## **EXECUTED AGREEMENT**

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

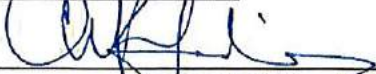
## **DURATION OF SERVICES**

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within **180** consecutive calendar days.

**OFFER OF PROFESSIONAL ENGINEERING SERVICES**

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment Nos. 1 through 6, for the compensation and duration specified.

**DuBois & King, Inc.**

  
\_\_\_\_\_  
(signature)

By: Charles K. Goodling, P.E.

Title: Vice President

**City of Barre, Vermont**

  
\_\_\_\_\_  
(signature)

By: STEVEN E. MACKENZIE

Title: CITY MANAGER

Dated: 2/4/19

**OWNER ACCEPTANCE**

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.


The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1 through 6.**

OWNER: **City of Barre, Vermont**

  
\_\_\_\_\_  
Authorized Representative

2/9/19  
\_\_\_\_\_  
Date of Execution

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

Executed in Duplicate

## ATTACHMENT NO. 1

### SCOPE OF SERVICES

#### INTRODUCTION

The OWNER is planning to construct the City of Barre WWTF, Biosolids Improvements Project for the purpose of replacing biosolids related components that are at the end of their useful live, as outlined below.

The proposed project includes the following:

No.1:

Replacement of the existing painted steel cover on Primary Digester No. 2 with a new cover, to include replacement of interior piping, level probe and related controls.

No.2:

Replacement of an existing dual-fuel boiler used to heat biosolids, with a new dual-fuel boiler.

No.3:

Replacement of an existing waste-gas (methane) flair that is located adjacent to the digester tanks.

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services to prepare a Preliminary Engineering Report; selected permit applications in support of the proposed project; an Environmental Information Document for the City of Barre WWTF, Biosolids Improvements Project.

This scope of services is based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF) and/or Grant for this project.

## SCOPE OF SERVICES

The ENGINEER will perform the following scope of services.

### I. Basic Services

#### A. Preparation of Preliminary Engineering Report

***The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the preparation of a Preliminary Engineering Report (PER) for the project. The ENGINEER will prepare a PER according to the Facilities Engineering Division's (FED's) accepted template that includes the required sections as described below:***

- 1. Project Planning: This section of the PER includes the project location, a description of the environmental resources present, discussion of population trends, and community engagement. The ENGINEER will:***
  - a) Prepare a project location map.***
  - b) Map the environmental resources present (such as wetlands; streams; agricultural soils; rare, threatened, and endangered species, etc.) using the ANR Natural Resources Mapping website.***
  - c) Review population trends available from existing City planning documents and possibly from other readily available sources.***
  - d) Summarize community engagement in the planning of this project to date with input from the OWNER.***

- 2. Existing Facilities: For the PER, a location map and history of the WWTF will be provided by the ENGINEER. The financial status of existing facilities and the results of any water, energy, or waste audits will be described in this section of the PER (if applicable and provided by the OWNER).***

***With the help of the wastewater system operator, the ENGINEER will review existing facilities (primary digester no. 2 cover, boiler, waste-gas flare) by visual observation and provide an inventory-type summary of these specific facilities in the PER, and also provide a summary of the wastewater system history and financial status, using information provided by the operator.***

- 3. Need for Project: The need for the project will be described in the PER in terms of health, sanitation, and security; aging infrastructure; and reasonable growth. The need for the proposed biosolids improvements will be described, including the age and current condition of the existing systems that will be replaced. The ENGINEER's observations of the existing biosolids facilities, along with***

**OWNER input regarding these criteria, will form the basis of this section of the PER.**

**4. Alternatives Considered: The ENGINEER will evaluate alternatives for the biosolids improvements including descriptions, design criteria, and map. The alternatives are typically compared in terms of environmental impacts, land requirements, potential construction problems, sustainability considerations (water and energy efficiency, green infrastructure, and others), and costs.**

**Because the project includes replacement of existing biosolids-related components of the treatment facility, the alternatives considered section will be minimal in nature. The "do nothing" alternative will be compared to the proposed improvements project, and optional materials of construction for the digester cover replacement will be discussed in this section of the PER. No more than three (3) alternatives for the digester cover materials of construction will be evaluated.**

**5. Selection of an Alternative: Approximate costs and non-monetary factors associated with the possible alternatives will be compared to determine the recommended alternative and justify the selection in the PER. An economic analysis of the "do nothing" alternative will not be completed as this is not a feasible alternative for the equipment that has reached the end of its useful life.**

**6. Proposed Project (Recommended Alternative): The preliminary design of the proposed project will be presented, including the digester cover replacement, boiler replacement, and waste-gas flair replacement.**

**To meet the PER requirements, the project schedule, permit requirements, and sustainability considerations (water and energy efficiency, green infrastructure, and others) will also be outlined. Based on the preliminary design, the ENGINEER will prepare a preliminary Engineer's Opinion of Probable Construction Costs (OPCC), as well as the anticipated effect on the annual operating budget for the system.**

**7. Conclusions and Recommendations: Appropriate conclusions and recommendations will be included in the PER, summarizing the basis of the proposed project, potential funding opportunities, and important considerations moving forward. One (1) electronic PDF and one (1) hard copy of the PER will be provided to the OWNER and one (1) electronic PDF will be provided to the Review Agency.**

**8. For the "30% PER review" draft, electronic working sets of design plans and PER report will be reviewed with the OWNER and review agencies. For this project, a 60% review draft will not be prepared.**

9. For the "90% PER review" draft, the PER report and preliminary plans shall be provided by the ENGINEER as follows:

- (a) Two (2) copies for the OWNER
- (b) Two (2) copies for review agencies

**List of Assumptions:**

- a. **Under a separate, previous agreement, the ENGINEER has completed an evaluation of three (3) digester cover replacement materials of construction alternatives (painted steel, aluminum, and stainless steel). This previous comparison of alternatives will be incorporated into the PER. No new alternatives will be considered.**
- b. **Under a separate, previous agreement, the ENGINEER has completed preliminary design of a boiler replacement project. This previous planning and design will be incorporated into the PER. No new alternatives will be considered.**
- c. **For the Preliminary Engineering Report (Step 1), 30% and 90% PER Review Meetings have been provided. Additional meetings, if requested, can be provided on a time-and-materials basis.**

**II. Field Surveys**

**Given the location of the equipment that will be replaced, a topographic survey will not be necessary. Instead, the ENGINEER will take field measurements and review available Record Drawings of the treatment facility, for purposes of creating a basemap for use in the final design.**

**List of Assumptions:**

- a. **A project basemap for the digester cover and boiler replacement has previously been prepared. The engineering services fee includes preparing a basemap upon which to show existing conditions and proposed improvements associated with the waste-gas flare,**



*including a site visit to verify dimensions and reviewing available record drawings.*

### **III. Subsurface Explorations**

#### ***List of Assumptions:***

- a. The proposed improvements will not require excavation so subsurface explorations are not required or provided.***

### **IV. Special Services**

#### **A. Environmental Information and Documentation**

Since the OWNER plans to utilize a State of Vermont funding for this project, preparation of the State of Vermont "Environmental Informational and Documentation" form is required. The required environmental assessment document will be prepared in accordance with DEC requirements to request a Categorical Exclusion.

- A. Permit Assistance** - The ENGINEER shall assist the OWNER in obtaining the necessary Local, State and Federal permits to allow for the construction of the project. This assistance *will* include the following:

1. Archeological – **Write-Off Request**

#### ***List of Assumptions:***

- a. As this project includes replacement of process equipment in previously disturbed areas inside the fence of a municipal wastewater treatment facility, it is understood that no archeological services will be required. The FED will coordinate with the State Historic Preservation Office (SHPO) to request a write-off to eliminate the need for any further archeological investigations.***

2. Wetlands – **Write-Off Request**

#### ***List of Assumptions:***

- a. As this project includes replacement of process equipment in previously disturbed areas inside the fence of a municipal wastewater treatment facility, it is understood that no wetlands are present. A description of the project will be submitted to the Wetlands Division with a request for a write-off to eliminate the need***

***for any further wetlands investigations. No field services have been provided at this time.***

**3. Act 250 Administrative Amendment**

The ENGINEER will assist the CLIENT in obtaining an ACT 250 permit or write-off.

***List of Assumptions:***

- a. It is understood that the City's WWTF has an existing Act 250 permit and it has been assumed that an Administrative Amendment will be required for the replacement of all or some of the equipment associated with this project. The ENGINEER will assist the CLIENT by submitting the amendment application and supporting documents to the Act 250 District Coordinator. No meetings or further documentation to address questions or comments have been provided at this time.***

**V. Additional Services:**

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and the ENGINEER, including any increase or decrease in the amount of ENGINEER's compensation and time duration of the Agreement. Special Services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Special Services available are:

- a. Property and/or boundary surveys; Preparation of plans for recording
- b. Redesigns ordered by the OWNER or REGULATORY AGENCIES after final design plans have been reviewed and accepted.
- c. Assistance to the OWNER on matters of easement or land acquisition, litigation or arbitration in regard to the project
- d. Other special services not identified herein, but which may become necessary at a later date.

**END OF ATTACHMENT No. 1**

## ATTACHMENT NO. 2

### Schedule of Fees

#### **Standard Hourly Rates:**

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply (for the duration of this agreement unless it is specifically amended for Additional Services as described in Attachment No. 1 - Scope of Services, Section 5.

#### **Schedule: (Example)**

<u>Position Title</u>	<u>Hourly Rate</u>
Principal	\$135
Project Manager	\$125
Senior Engineer I	\$110
Field Naturalist	\$94
Project Engineer	\$85
Staff Engineer	\$78
Survey Chief	\$98
Two Person Survey Crew	\$120
Designer/Technician	\$65
Administrative Support	\$60

END OF ATTACHMENT NO. 2

**ATTACHMENT NO. 3**

**Reimbursable Expenses (Example)**

The expense items listed below will be billed as follows:

**Subconsultant & Vendor Expenses:**

Subconsultants	@ cost or cost plus a maximum of 8%
Outside Vendors	@ cost or cost plus a maximum of 8%

**Travel Related Expenses:**

Auto Travel (to include gas and other service charges)*	@ \$0.58/mile
* Mileage reimbursement limited to maximum federal government rate. As of January 1, 2019 the mileage rate is \$0.58/mile.	
Other Travel (to include air fares, rentals, tolls, etc.)	@ cost
Meals & Lodging	@ cost

**Reproduction Expenses (provided in-house):**

	Reproductions (provided in-house)
8½ x 11 one sided copy	@ \$0.08/each
8½ x 11 two sided copy	@ \$0.12/each
24 x 36 blueline print	@ \$3.50/each
36 x 48 blueline print	@ \$5.00/each
Mylar or velum plots	@ \$8.00/each

**Administrative Expenses:**

Postage	@ cost
Shipping	@ cost
Other Administrative Expenses	@ cost

**END OF ATTACHMENT NO. 3**

**ATTACHMENT NO. 4**

**Level of Effort**

**See Attached Excel Spreadsheet for Level-of-Effort Estimate  
(two (2) pages attached)**

Project Phases & Tasks	Labor Categories							Total Hours
	Principal	Project Manager	Senior Engineer I (Electrical/Mechanical)	Field Naturalist	Staff Engineer	Registered Land Surveyor	2-Person Survey Crew	
<b>I. Basic Services</b>								
A. Preliminary Engineering Report								
1 Prepare Draft PER		6	4		32			58
2 Prepare Schematic Plans Digester Covers Boiler Waste-Gas Flare		2	4				8	0
3 Preliminary Opinion of Probable Costs		1	2		8			0
4 30% PER Review Submission and Meeting		4						14
5 60% PER Review		4						11
6 90% PER Review Submission and Meeting		4						4
7 Address Comments and Finalize PER		8			12			0
8								4
9								26
<b>II. Field Surveys</b>								
A. Topo Survey: Develop Site Plan								
1 Digester Covers								0
2 Boiler								0
3 Waste-Gas Flare		2					8	10
<b>III. Subsurface Explorations</b>								
A. Test Pit Exploration								
1								0
2								0
3								10
<b>IV. Special Services</b>								
A. Environmental Information and Documentation								
B. Permit Assistance								
1 Archaeological Write-Off Request (No meetings)		6			28			40
2 Wetlands Write-Off Request (No meetings)		1						0
3 Act 250 Writeoff Request (No meetings)		4			8			10
<b>V. Additional Services</b>								
1								1
2								1
3								13
<b>Total Hours:</b>	0	38	10	8	88	0	24	190



**City of Barre**  
**Biosolids Improvements Project: Step 1**  
**ATTACHMENT No. 4**  
 Project No.: 224216

Project Phases & Tasks	Labor Categories						Total Hours
	Principal	Project Manager	Senior Engineer I (Electrical/Mechanical)	Field Naturalist	Staff Engineer	Registered Land Surveyor	
<b>Direct Labor</b>	0	38	10	8	88	0	190
<b>Direct Expenses</b>	\$135,000	\$125,000	\$110,000	\$94,000	\$78,000	\$98,000	\$60,000
	\$0	\$4,750	\$1,100	\$752	\$6,864	\$0	\$1,320
<b>I. Subsistence</b> Total Hours: _____ Hourly Rate: _____ Labor Cost: _____ Vehicles 1,000 Miles @ \$0.580 / Mile = \$580 Transportation: Travel-Air / Ground / Parking Allowance = \$0 Meals: Partial Per Diem 0 Days @ \$6.00 / Day = \$0 Full Per Diem 0 Days @ \$25.00 / Day = \$0 Rooms & Lodging: Hotel 0 Days @ \$70.00 / Day = \$0 Subsistence Total = \$580							
<b>II. Support Expenses</b> Phone = \$25 Postage = \$25 Reproduction = \$100 Copying = \$100 Support Total = \$250 Subcontractor Total = \$0							
<b>III. Other Consultants (Contract Directly with Town)</b> Archaeological Resources Assessment = \$0							
<b>IV. Miscellaneous Expenses</b> Computer Charges = \$0 Plotting Charges = \$0 Special Equipment = \$0 Miscellaneous = \$0 Miscellaneous Total = \$0 Total Direct Expenses = \$830 Administrative Fee = \$66 Total Cost = \$896							
<b>Cost Summary</b> Labor Cost \$16,346 Direct Expenses \$896 <b>Total Price \$17,242</b>							

**ATTACHMENT NO. 5**

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

**Engineering Consultant's Letterhead**

To: \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Payment Request No. \_\_\_\_\_  
 \_\_\_\_\_ Engineer Invoice No. \_\_\_\_\_  
 \_\_\_\_\_ Billing period: \_\_\_\_\_ to \_\_\_\_\_

Project #: Project Title: \_\_\_\_\_  
 State Loan and/or Grant No.: \_\_\_\_\_

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total \$ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

**Engineering Step & Service Summary\***

Agreement date: \_\_\_\_\_

<b><u>Step I Phase</u></b>	<b><u>Previously Billed</u></b>	<b><u>Due this period</u></b>	<b><u>Total to date</u></b>	<b><u>%</u></b>
<b>Feasibility Study and Report</b>				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	___
<b>Other:</b>				
List each service, \$ __ (LS or NTE )	\$ _____	\$ _____	\$ _____	___
<b>Amendments:</b>				
List each service, \$ __ (LS or NTE )	\$ _____	\$ _____	\$ _____	___
<b>Preliminary Design:</b>				
Agreement: \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	___
<b>Other:</b>				
List each service, \$ __ (LS or NTE)	\$ _____	\$ _____	\$ _____	___
<b>Amendments:</b>				
List each service, \$ __ (LS or NTE)	\$ _____	\$ _____	\$ _____	___
=====				
<b>TOTAL Step I Phase</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>___</b>

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED



Agreement date: \_\_\_\_\_

<u>Step II Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
<b>Final Design</b>				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
<b>Other:</b>				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Amendments:</b>				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>TOTAL Step II Phase</b>	\$ _____			
<b>TOTAL</b>		\$ _____	\$ _____	_____

Agreement date: \_\_\_\_\_

<u>Step III Phase **</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
<b>Bidding Services</b>				
\$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Construction Basic (including 1 year performance evaluation and 11<sup>th</sup> month inspection when required)</b>				
\$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
<b>Resident Project Representative:</b>				
\$ _____ (NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Other:</b>				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>Amendments:</b>				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
<b>TOTAL Step III Phase</b>	\$ _____	\$ _____	\$ _____	_____

**\*Sub-consultant and other services:** provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)

**\*\* Construction Contract –** Date of issuance of the "Notice to Proceed": \_\_\_\_\_

Original Construction Contract Completion date: \_\_\_\_\_

Latest Amended Construction Contract Completion date: \_\_\_\_\_

**Certification statement:** I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the Owner and Engineer and as approved for funding by the State of Vermont.

By: \_\_\_\_\_  
(Engineer's signature)

## ATTACHMENT NO. 6

### TERMS AND CONDITIONS

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

- 1. Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
- 2. Standard of Care:** Services provided by the ENGINEER 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 and under their licensure by the State of Vermont.
- 3. Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.
- 4. Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The

ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.

5. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
6. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
7. **Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the CLIENT agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
8. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
9. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.

- 10. Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
- 11. Ownership of Documents:** All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.
- 12. Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.
- 13. Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.
- 14. Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.
- 15. Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 16. Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 17. Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this

AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**18. Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.

**19. Insurances:** Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.

- a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.
- b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:  
Premises – Operations  
Independent Contractor's Protective  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$ 1,000,000 per Occurrence
- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/ Completed Product Aggregate
- \$ 50,000 Fire Legal Liability

- c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:  
\$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.

**20. Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.

**21. Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**22. Electronic Files:** The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

**23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.

**25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction

site, shall relieve the Construction 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. The ENGINEER 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 OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

**END OF ATTACHMENT NO. 6**

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

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

Prepared by



Issued and Published Jointly by





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

Copyright © 2014:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

**NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER .....	1
1.01 Scope .....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES .....	1
2.01 General .....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES .....	2
3.01 Commencement .....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost .....	3
5.02 Designing to Construction Cost Limit .....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	4
6.01 Standards of Performance .....	4
6.02 Design Without Construction Phase Services .....	5
6.03 Use of Documents .....	6
6.04 Electronic Transmittals .....	6
6.05 Insurance .....	7
6.06 Suspension and Termination .....	8
6.07 Controlling Law .....	9
6.08 Successors, Assigns, and Beneficiaries .....	9
6.09 Dispute Resolution .....	10
6.10 Environmental Condition of Site .....	10
6.11 Indemnification and Mutual Waiver .....	11
6.12 Records Retention .....	12
6.13 Miscellaneous Provisions .....	12
ARTICLE 7 – DEFINITIONS .....	13
7.01 Defined Terms .....	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....	17
8.01 Exhibits Included: .....	17
8.02 Total Agreement: .....	17
8.03 Designated Representatives: .....	17
8.04 Engineer’s Certifications: .....	18

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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_  
**City of Barre, Vermont (Owner)** (“Owner”) and  
\_\_\_\_\_  
**DuBois & King, Inc. (Engineer)** (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**City of Barre Wastewater Treatment Facility Biosolids Improvements (Project).**

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

Engineer's services under this Agreement are generally identified as follows:

**This project includes replacement of an outdated sludge boiler with a new boiler. Services include finalizing the Design Phase (Step II) and assistance during the Bid and Construction Phase (Step III) of the project.**

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

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

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

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

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

#### **3.02 Time for Completion**

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

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

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

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

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

conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

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

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other

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

#### 6.03 *Use of Documents*

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

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital



format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

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

#### 6.05 Insurance

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

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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

#### 6.06 *Suspension and Termination*

##### A. *Suspension:*

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

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

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

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

#### 6.07 *Controlling Law*

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

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

#### 6.09 *Dispute Resolution*

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

#### 6.10 *Environmental Condition of Site*

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

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

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

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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

#### 6.12 *Records Retention*

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

#### 6.13 *Miscellaneous Provisions*

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

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

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

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.



19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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

B. *Day*:

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

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

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

### 8.02 *Total Agreement*

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

### 8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:  
City of Barre, Vermont

Engineer:  
DuBois & King, Inc. Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

~~Engineer License or Firm's~~  
Certificate No. (if required): 00056

State of: Vermont

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Barre  
6 North Main Street, Suite 1  
Barre, Vermont 05641

DuBois & King, Inc.  
28 North Main Street  
Randolph, Vermont 05060

Designated Representative (Paragraph 8.03.A):

William E. Ahearn, P.E.

Title: Director of Public Works and Engineering

Phone Number: (802) 476-0250

E-Mail Address: PWdirector@barrecity.org

Designated Representative (Paragraph 8.03.A):

Charles K. Goodling, P.E.

Title: Vice President

Phone Number: (802) 728-3376

E-Mail Address: cgoodling@dubois-king.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## **Engineer's Services**

---

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

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

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase**

##### **Background:**

The Engineer has previously prepared an engineering planning study [Preliminary Engineering Report (PER) and Environmental Report (ER)] that outlined three improvements to the municipal wastewater treatment facility generally described as:

- 1) Replacement of an outdated sludge boiler
- 2) Replacement of a primary digester cover and internal piping
- 3) Replacement of the waste gas flare

The Owner passed a bond for \$900,000 to fund these improvements. Given the relative priorities for these improvements and the trades involved during the construction phase, the Owner intends to advance these improvements as two separate design and construction contracts. The first and highest priority is to replace the sludge boiler. The design and bid/construction services for this project are included herein. The second priority is to replace the primary digester cover and waste gas flare. The design and bid/construction of these improvements will be accomplished under an amendment to this agreement.

#### **A1.02 Preliminary Design Phase**

Preliminary Design Phase Services were previously provided and therefore, are not included in this agreement.

#### **A1.03 Final Design Phase (Step II)**

The Engineer advanced the design of the sludge boiler replacement project in 2017 and plans were advanced to a 90-percent completion point. To complete the design and prepare the project for the subsequent bid/construction phase, the engineer will:

- A.1.03.a** Attend a coordination meeting with representatives from the VT DEC Water Investment Division (WID) and the Owner to discuss the current status of this project and how to advance the sludge boiler replacement portion using an expedited approach (i.e., using the state-supplied CS5 contract documents for

projects under \$250,000, which allows for an abbreviated approach to contractor procurement).

A.1.03.b Contact the boiler manufacturer identified in the 2017 design effort to confirm equipment availability and determine if any equipment revisions have been made. Update the design accordingly.

A.1.03.c Review electrical and mechanical codes to determine if there have been any revisions since the 2017 design effort. Update the design accordingly.

A.1.03.d Schedule and attend a meeting with the Vermont Division of Fire Safety to review the scope of the project and obtain any necessary input.

A.1.03.e Prepare technical specifications for the mechanical and electrical aspects of the project to accompany the design plans, and Measurement and Payment section.

A.1.03.f Prepare "front-end" documents using the state-supplied CS5 documents which include Information for Bidders, Owner/Contractor contract, bid form, and other construction contract administrative requirements.

A.1.03.g Attend a 90% project review meeting with representatives of the WID and the Owner to receive any review comments. The Engineer will address the comments and finalize the contract documents for bidding purposes.

A1.04 Bidding or Negotiating Phase (Step III)

The Engineer understands that given the cost magnitude of this project (less than \$250,000) Disadvantaged Business Enterprise (DBE) requirements do not apply to this construction contract. Additionally, the Owners intends to expedite the bid phase. Based on these understandings, the Engineer will provide the following services during the bid phase:

A.1.04.a Assist the Owner in advertising the project for bidding by placing the project on the State bid site (vermontbidsystem.com), on the Engineer's web site, and in a newspaper (if requested by the Owner). Any costs associated with advertising the project will be billed directly to the Owner. Individual mechanical contractors identified by the City will also be contacted to make them aware of this project.

A.1.04.b Prepare and distribute copies of the bidding documents and maintain a plan holders list.

A.1.04.c Conduct one (1) Pre-Bid Meeting with interested contractors, supplies, and representatives from the funding agency and Owner at the project site.

A.1.04.d Respond to bidders questions and issue one (1) addendum.

A.1.04.e Addend the Bid Opening, administer the receipt of bids, and prepare a bid tabulation. Perform a due diligence review of the apparent low bid and make a recommendation to the Owner regarding contract award.

**A.1.04.f Modify the contract documents to incorporate information included in the bid addenda and issue plans "For Construction"**

**A1.05 Construction Phase (Step III)**

**A.1.05.a Construction Administration**

**Throughout the construction period, the Engineer will act as the Owner's representative and liaison to the Contractor as defined and authorized under the Construction Contract Documents. As the Owner's representative, the Engineer will:**

- 1. Conduct a PreConstruction Meeting with the Owner, representatives of the regulatory and funding agency, and the Contractor.**
- 2. Review submittals for general conformance with the design plans and specifications. The contract documents will require the Contractor to submit evidence of compliance with American Iron and Steel requirements.**
- 3. Review monthly payment requests received from the Contractor and make recommendation for payment to the Owner.**
- 4. Prepare Change Orders for review and approval by the Owner and Contractor, and forward them to the funding agency for approval.**
- 5. Coordinate and attend monthly meetings with representatives of the Owner, Contractor, and funding agency.**
- 6. Conduct substantial and final completion review with the Owner and funding agency and issue associated certifications.**
- 7. Receive, review and file weekly Certified Payroll from the Contractor as evidence that documentation that the Contractor is complying with the requirements of Federal Wage Rates.**
- 8. At the conclusion of the construction phase, prepare a final project cost summary.**

**A.1.05.b Resident Project Representative (RPR)**

**Given the nature of the work, the Owner has requested periodic construction observation services. Accordingly, the Engineer has provided a budget for up to four (4) visits to the project site to occur throughout the construction period.**

**A.1.06 Post-Construction (Step III)**

**A.1.06.a Record Drawings**

**The Engineer will either revise or annotate the contract plans, as appropriate, to prepare the Construction Record Drawings. The information contained in the Record Drawings will be based primarily on input from the Contractor, with other input from the periodic observation from the**

Engineer. One (1) hard copy and one (1) electronic (pdf) copy of the Record Drawings will be provided to the Owner, and one (1) electronic (pdf) copy provided to the funding agency.

**A.1.06.b Operations and Maintenance (O&M) Manual**

The Engineer will review and comment the O&M Manual that is prepared by the equipment manufacture. Once questions/comments have been addresses by the equipment manufacturer, the Engineer will forward the O&M Manual to the Owner. The budget provided herein does not allow for the Engineer to create a separate O&M Manual.

**PART 2 – ADDITIONAL SERVICES**

**Additional Services are NOT PROVIDED, but can be incorporated via amendment.**



This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## **Owner's Responsibilities**

---

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

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

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

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

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: none.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

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

---

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

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

1. A Lump Sum amount of **\$30,488.00** based on the following estimated distribution of compensation:

a. Study and Report Phase	<b><u>Services not provided herein</u></b>
b. Preliminary Design Phase	<b><u>Services not provided herein</u></b>
c. Final Design Phase	
B1.02 Final Design Phase <b><u>(Step II)</u></b>	<b><u>\$9,176 Lump Sum</u></b>
d. Bidding and Negotiating Phase <b><u>(Step III)</u></b>	<b><u>\$4,958 Lump Sum</u></b>
e. Construction Phase <b><u>(Step III)</u></b>	
<b><u>A.1.05.a Construction Administration</u></b>	<b><u>\$12,796 Lump Sum</u></b>
<b><u>A.1.05.b Periodic Construction Observation</u></b>	<b><u>\$3,353 Budget</u></b>
f. <b><u>Post-Construction Phase (Step III)</u></b>	
<b><u>A.1.06.a Record Drawings</u></b>	<b><u>\$2,285 Lump Sum</u></b>
<b><u>A.1.06.b Operations and Maintenance (O&amp;M) Manual</u></b>	<b><u>\$1,273 Lump Sum</u></b>
<b><u>Total Engineering Services</u></b>	<b><u>\$33,841</u></b>

**See Attachments C-1: DEC Certifications Page for a summary of fees and C-2 for a summary of Level of Effort, which are hereby made a part of this Agreement.**

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None at this time.
  5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 6 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

## **COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

---

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

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

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

- C. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
  2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
  3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services is listed in Compensation Packet BC-1: Basic Services – Lump Sum Paragraph C2.01.
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1<sup>st</sup> of each year) to reflect equitable changes in the compensation payable to Engineer.

#### *C2.02 Compensation For Reimbursable Expenses*

- D. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- E. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- F. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 8 percent.

#### *C2.03 Other Provisions Concerning Payment*

- G. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 8 percent.

- H. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- I. *Estimated Compensation Amounts:*
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- J. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



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

## **Reimbursable Expenses Schedule**

---

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are in accordance with the Attachment C-3, which is hereby made a part of this Agreement.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## **Standard Hourly Rates Schedule**

---

A. *Standard Hourly Rates:*

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

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are in accordance with the Attachment C-3, which is hereby made a part of this Agreement.

**ATTACHMENT C-1**  
**RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)**  
**DEC CERTIFICATION PAGE**

PROJECT NAME: City of Barre, Wastewater Treatment Facility, Biosolids Improvements Project  
 PROJECT LOCATION: City of Barre, VT  
 APPLICANT & LOAN/GRANT NUMBER: \_\_\_\_\_

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

**SUMMARY OF ENGINEERING FEES**

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
<b>1. Step 0 – Feasibility Study</b>	<b>Services not provided herein</b>	LS/NTE
<b>2. Step I – Preliminary Engineering</b>		
a. Preliminary Engineering Report Services	\$17,242 (Previously completed)	LS/NTE
b. Environmental Information Document Services	Previously completed	LS/NTE
c. Additional Services included in Step I (include additional lines and itemize each item separately)		LS/NTE
<b>3. Step II – Final Design</b>		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$ 9,176	LS/NTE
b. Additional Services included in Step II (include additional lines)		LS/NTE
<b>4. Step III</b>		
a. Bid Phase Services	\$ 4,958	LS
b. Construction Phase Services (Administration)	\$12,796	LS
c. Resident Project Representative Services	\$ 3,353	NTE
d. Post Construction Phase Services	\$ 3,558	LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
<b>5. Total Engineering Costs</b>	<b>\$51,083</b>	
<b>6. Construction Costs</b>		
a. Contract 1 (New Sludge Boiler)	\$195,000	
b. Small Purchase		
c. Additional Items (include additional lines)		
<b>7. Total Project Cost</b>	<b>\$246,083</b>	
<b>8. Total Bond Amount</b>	<b>\$900,000</b>	

**SCOPE OF SERVICES**

The scope of services can be found in the following pages of the contract: Exhibit A

## PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step 1 deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%	<u>N/A (no meeting)</u>	
60%	<u>N/A (no meeting)</u>	
90%	<u>December 2019</u>	<u>Contract Documents (Plans &amp; Specs)</u>
Final	<u>N/A (no meeting) - December 2019</u>	

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

### CONSULTING FIRM NAME

DuBois & King, Inc.

11/27/2019

Engineer

Date

Charles K. Goodling, P.E., Project Manager

Name and Title

Town of City of Barre, Vermont

11/27/2019

Owner

Date

William E. Ahearn, P.E., Director of Public Works and Engineering

Name and Title

### Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

**City of Barre, Vermont  
 Biosolids Improvements Project - Part A  
 Sludge Boiler Replacement**

**Project Cost Summary  
 224216**

<b>Project Phases &amp; Tasks</b>	<b>Labor Cost</b>	<b>Direct Expenses</b>	<b>Total Price</b>
Final Design Phase (Step II)	\$8,980	\$196	\$9,176
Bid and Construction Phase (Step III) Bid Phase (Lump Sum)	\$4,762	\$196	\$4,958
Construction Administration (Lump Sum)	\$12,356	\$440	\$12,796
Resident Project Representative (Hourly Rate)	\$2,880	\$473	\$3,353
Post Construction Services (Lump Sum) Record Drawings O&M Manual	\$2,240 \$1,248	\$45 \$25	\$2,285 \$1,273
<b>TOTAL FEE</b>	<b>\$32,466</b>	<b>\$1,375</b>	<b>\$33,841</b>

**Final Design Phase (Step II)  
224216**

Project Phases & Tasks	Labor Categories							Total Hours		
	Project Director	Project Manager/Senior Engineer	Project Engineer	Mechanical Engineer	Electrical Engineer	CADD Technician	Constr. Manager		Resident Project Rep.	Admin. Support
A1.03 FINAL DESIGN PHASE										
a. Coordination Meeting and follow up			8							14
b. Contact Boiler Manufacturer - update design	6			2						2
c. Mechanical & Electrical Code Review - update design				2	2					4
d. Meeting with VT Division of Fire Safety				5	4					5
e. Prepare Technical Specifications			8	4					4	20
f. Prepare Front End Documents (CSS)	4		12						4	20
g. 90% Review Meeting & Address Review Comments	2		4	4					2	16
QA/QC Review	4									
<b>Total Hours:</b>	0	16	32	17	10	0	0	0	10	81



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Final Design Phase (Step II)  
224216**

Project Phases & Tasks	Labor Categories						Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Mechanical Engineer	Electrical Engineer	CADD Technician	
<b>Direct Labor</b>	0	16	32	17	10	0	81
Total Hours:	\$0.00	\$140.00	\$90.00	\$120.00	\$120.00	\$0.00	\$62.00
Hourly Rates:	\$0	\$2,240	\$2,880	\$2,040	\$1,200	\$0	\$620
Labor Cost:							\$8,980
<b>Direct Expenses</b>							
<b>I. Subsistence</b>							
Transportation:	Vehicles	200	Miles @	\$0.580	/ Mile =	\$116	
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =	\$0		\$0	
Rooms & Lodging:	Full Per Diem	0	Days @	\$7.50	/ Day =	\$0	
	Hotel	0	Days @	\$25.00	/ Day =	\$0	
			Days @	\$70.00	/ Day =	\$0	
							Subsistence Total = \$116
<b>II. Support Expenses</b>							
	Telephone/Fax =	\$10					
	Postage =	\$50					
	Reproduction =	\$10					
	Copying =	\$10					
							Support Total = \$80
<b>III. Subcontractors</b>							
	Topo Survey & Resurvey	\$0					
	Hydrogeology Study	\$0					
							Subcontractor Total = \$0
<b>IV. Miscellaneous Expenses</b>							
	Computer Charges =	\$0					
	Plotting Charges =	\$0					
	Special Equipment =	\$0					
	Miscellaneous =	\$0					
							Miscellaneous Total = \$0
							Total Direct Expenses = \$196
							Administrative Fee = \$0
							Total Cost = \$196
<b>Cost Summary</b>							
	Total Labor Cost	\$8,980					
	Direct Expenses	\$196					
	<b>Total Price</b>	<b>\$9,176</b>					



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Bid Phase Services (Step III)  
224216**

Project Phases & Tasks	Labor Categories					Total Hours			
	Project Director	Project Manager/Senior Engineer	Project Engineer	Design	2-Person Survey Crew		CADD Technician	Constr. Manager	Resident Project Rep.
A1.04 BID PHASE SERVICES A. Prepare and Assist in Advertisement B. Provide copies C. Pre-bid Meeting & Addendum D. Attend Bid Opening E. Recommendation/Prepare FED Bid Checklist F. Modify Contract Documents			4 3 6 8				4 4 2	2 8 2 2 2	6 8 13 4 10 10
<b>Total Hours:</b>	0	0	21	0	0	0	10	16	51





**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Bid Phase Services (Step III)  
224216**

Project Phases & Tasks	Labor Categories						Total Hours				
	Project Director	Project Manager/Senior Engineer	Project Engineer	Design	2-Person Survey Crew	CADD Technician		Constr. Manager	Resident Project Rep.	Admin. Support	Total Hours
<b>Direct Labor</b>	0 \$0.00 \$0	0 \$140.00 \$0	21 \$90.00 \$1,890	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	10 \$1,400.00 \$1,400	4 \$120.00 \$480	16 \$62.00 \$992	51 \$4,762
<b>Direct Expenses</b>	<p><b>I. Subsistence</b></p> <p>Transportation: Vehicles 200 Miles @ \$0.580 / Mile = \$116</p> <p>Meals: Partial Per Diem 0 Days @ \$7.50 / Day = \$0</p> <p>Rooms &amp; Lodging: Full Per Diem 0 Days @ \$25.00 / Day = \$0</p> <p>Hotel 0 Days @ \$70.00 / Day = \$0</p> <p align="right">Subsistence Total = \$116</p> <p><b>II. Support Expenses</b></p> <p>Telephone/Fax = \$10</p> <p>Postage = \$50</p> <p>Reproduction = \$10</p> <p>Copying = \$10</p> <p align="right">Support Total = \$80</p> <p><b>III. Subcontractors</b></p> <p>Topo Survey &amp; Resurvey \$0</p> <p>Hydrogeology Study \$0</p> <p align="right">Subcontractor Total = \$0</p> <p><b>IV. Miscellaneous Expenses</b></p> <p>Computer Charges = \$0</p> <p>Plotting Charges = \$0</p> <p>Special Equipment = \$0</p> <p>Miscellaneous = \$0</p> <p align="right">Miscellaneous Total = \$0</p> <p>Total Direct Expenses = \$196</p> <p>Administrative Fee = \$0</p> <p align="right">Total Cost = \$196</p>										
<b>Cost Summary</b>											
Total Labor Cost \$4,762											
Direct Expenses \$196											
<b>Total Price \$4,958</b>											



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Construction Administration (Step III)  
224216**

Project Phases & Tasks	Labor Categories						Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Mechanical Engineer	Electrical Engineer	CADD Technician	
A1.05.a CONSTRUCTION ADMINISTRATION							
1. Preconstruction Meeting					4		14
2. Submittals				24	8		36
3. Payment Certifications (assume 2 payment requests)							6
4. Change Orders (assume 1)							8
5. Monthly Meetings (assume 2 meetings)							12
6. Substantial & Final Certification				5	6		15
7. Certified Payroll Reviews/Coordination							10
8. Prepare Total Project Cost Summary							2
<b>Total Hours:</b>	0	0	0	29	14	0	103
							18
							4
							40
							2
							4



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Construction Administration (Step III)  
224216**

Project Phases & Tasks	Project Management					Labor Categories				Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Mechanical Engineer	Electrical Engineer	CADD Technician	Constr. Manager	Resident Project Rep.	Admin. Support	
<b>Direct Labor</b>	0	0	0	29	14	0	40	4	18	103
Total Hours:	\$0.00	\$0.00	\$0.00	\$120.00	\$120.00	\$0.00	\$140.00	\$120.00	\$62.00	\$62.00
Hourly Rates:	\$0	\$0	\$0	\$3,480	\$1,680	\$0	\$5,600	\$480	\$1,116	\$12,356
Labor Cost:										

**Direct Expenses**

**I. Subsistence**

Transportation:

Vehicles 400

Miles @

\$0.580

/ Mile =

\$232

Meals:

Partial Per Diem 0

Travel-Air / Ground / Parking Allowance =

Days @

\$7.50

/ Day =

\$0

Rooms & Lodging:

Full Per Diem 0

Hotel 0

Days @

\$25.00

/ Day =

\$0

\$70.00

/ Day =

\$0

Subsistence Total = \$232

**II. Support Expenses**

Telephone/Fax =

\$25

Postage =

\$25

Reproduction =

\$25

Copying =

\$25

Support Total = \$100

**III. Subcontractors**

Topo Survey & Resurvey

\$0

Hydrogeology Study

\$0

Subcontractor Total = \$0

**IV. Miscellaneous Expenses**

Computer Charges =

\$0

Plotting Charges =

\$0

Special Equipment =

\$0

Miscellaneous =

\$100

Miscellaneous Total = \$100

Total Direct Expenses = \$432

Administrative Fee = \$8

Total Cost = \$440

**Cost Summary**

Total Labor Cost \$12,356

Direct Expenses \$440

**Total Price \$12,796**



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Resident Project Representative (Step III)  
224216**

Project Phases & Tasks	Labor Categories					Total Hours				
	Project Director	Project Manager/Senior Engineer	Project Engineer	Staff Engineer	2-Person Survey Crew		CADD Technician	Constr. Manager	Resident Project Rep.	Admin. Support
<p><b>A.1.05b RESIDENT PROJECT REPRESENTATIVE (RPR)</b>            A. RPR Project Observation            Given the type of work, the Owner has requested periodic observation. Accordingly, four (4) site visits have been provided.</p>								24		24
<b>Total Hours:</b>	0	0	0	0	0	0	0	24	0	24

**Resident Project Representative (Step III)  
224216**

Project Phases & Tasks	Labor Categories					Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Staff Engineer	2-Person Survey Crew	
<b>Direct Labor</b>	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	24 \$120.00 \$2,880
<b>Direct Expenses</b>						\$2,880

**I. Subsistence**

Transportation:	Vehicles	500	Miles @	\$0.580	/ Mile =	\$290
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =			\$0
Rooms & Lodging:	Full Per Diem	0	Days @	\$10.00	/ Day =	\$0
	Hotel	0	Days @	\$17.50	/ Day =	\$0
		0	Days @	\$80.00	/ Day =	\$0
					Subsistence Total =	\$290

**II. Support Expenses**

Telephone/Fax =	\$25	Support Total =	\$75
Postage =	\$25		
Reproduction =	\$25		
Copying =	\$0		

**III. Subcontractors**

Topo Survey & Resurvey	\$0	Subcontractor Total =	\$0
Hydrogeology Study	\$0		

**IV. Miscellaneous Expenses**

Computer Charges =	\$0	Miscellaneous Total =	\$100
Plotting Charges =	\$0		
Special Equipment =	\$0		
Miscellaneous =	\$100		
Total Direct Expenses =	\$465		
Administrative Fee =	\$8		
Total Cost =	\$473		

**Cost Summary**

Total Labor Cost	\$2,880
Direct Expenses	\$473
<b>Total Price</b>	<b>\$3,353</b>



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Record Drawings (Step III)  
224216**

Project Phases & Tasks	Project				Labor Categories				Admin. Support	Resident Project Rep.	Constr. Manager	Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Staff Engineer	2-Person Survey Crew	CADD Technician						
A1.06.a Record Drawings	0	0	0	0	0	20	4	2	0	0	26	
<b>Total Hours:</b>	0	0	0	0	0	20	4	2	0	0	26	



**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Record Drawings (Step III)  
224216**

Project Phases & Tasks	Project					Labor Categories					Total Hours
	Project Director	Project Manager/Senior Engineer	Project Engineer	Staff Engineer	2-Person Survey Crew	CADD Technician	Constr. Manager	Resident Project Rep.	Admin. Support	Total Hours	
<b>Direct Labor</b>	0 \$0.00 \$0	0 \$0.00 \$0	0 \$0.00 \$0	0 \$80.00 \$0	0 \$0.00 \$0	20 \$72.00 \$1,440	4 \$140.00 \$560	2 \$120.00 \$240	0 \$62.00 \$0	26 \$2,240	
<b>Direct Expenses</b>	<p><b>I. Subsistence</b></p> <p>Transportation: Vehicles 0 Miles @ \$0.560 / Mile = \$0</p> <p>Meals: Partial Per Diem 0 Travel-Air / Ground / Parking Allowance = \$0</p> <p>Full Per Diem 0 Days @ \$7.50 / Day = \$0</p> <p>Rooms &amp; Lodging: Hotel 0 Days @ \$25.00 / Day = \$0</p> <p>0 Days @ \$70.00 / Day = \$0</p> <p align="right">Subsistence Total = \$0</p>										
<b>II. Support Expenses</b>	<p>Telephone/Fax = \$10</p> <p>Postage = \$10</p> <p>Reproduction = \$25</p> <p>Copying = \$0</p> <p align="right">Support Total = \$45</p>										
<b>III. Subcontractors</b>	<p>Compaction &amp; Testing \$0</p> <p>Hydrogeology Study \$0</p> <p align="right">Subcontractor Total = \$0</p>										
<b>IV. Miscellaneous Expenses</b>	<p>Computer Charges = \$0</p> <p>Plotting Charges = \$0</p> <p>Special Equipment = \$0</p> <p>Miscellaneous = \$0</p> <p align="right">Miscellaneous Total = \$0</p> <p align="right">Total Direct Expenses = \$45</p> <p align="right">Administrative Fee = \$0</p> <p align="right">Total Cost = \$45</p>										
<b>Cost Summary</b>											
Total Labor Cost \$2,240											
Direct Expenses \$45											
<b>Total Price \$2,285</b>											



**City of Barre, VT**  
**Biosolids Improvement Project - Part A**  
**Sludge Boiler Replacement**

**Operations and Maintenance Manual (Step III)**  
**224216**

Project Phases & Tasks	Labor Categories					Total Hours				
	Project Director	Project Manager/Senior Engineer	Project Engineer	Mechanical Engineer	2-Person Survey Crew		CADD Technician	Constr. Manager	Resident Project Rep.	Admin. Support
A.1.06.b Operations and Maintenance Manual				6			2		4	12
<b>Total Hours:</b>	0	0	0	6	0	0	2	0	4	12





**City of Barre, VT  
Biosolids Improvement Project - Part A  
Sludge Boiler Replacement**

**Operations and Maintenance Manual (Step III)**

224216

Project Phases & Tasks	Project Director				Project Manager/Senior Engineer				Project Engineer				Mechanical Engineer				2-Person Survey Crew				CADD Technician				Constr. Manager				Resident Project Rep.				Admin. Support				Total Hours																											
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0																				
<b>Direct Labor</b>	Total Hours: 0				Hourly Rates: \$0.00				Labor Cost: \$0				\$0.00				\$0.00				\$0.00				\$140.00				\$0.00				\$62.00				\$1,248																											
<b>Direct Expenses</b>																																																																
<b>I. Subsistence</b>	Transportation:				Vehicles 0				Miles @ \$0.580 / Mile = \$0				Travel-Air / Ground / Parking Allowance = \$0				Partial Per Diem 0				Days @ \$7.50 / Day = \$0				Full Per Diem 0				Days @ \$25.00 / Day = \$0				Rooms & Lodging: 0				Hotel \$0				Subsistence Total = \$0																							
<b>II. Support Expenses</b>																																																																
<b>III. Subcontractors</b>																																																																
<b>IV. Miscellaneous Expenses</b>																																																																
<b>Cost Summary</b>																																																																
Total Labor Cost \$1,248																																																																
Direct Expenses \$25																																																																
<b>Total Price \$1,273</b>																																																																
Total Direct Expenses = \$25																																																																
Administrative Fee = \$0																																																																
Total Cost = \$25																																																																

Project

Date

SCHEDULE OF FEES AND CONTRACT CONDITIONS

Hourly Rate

Senior Principals .....	\$175.00
Principals/Directors II .....	\$160.00
Principals/Directors I .....	\$150.00
Senior Project Managers .....	\$140.00
Project Managers.....	\$125.00
Project Managers/Senior Engineers.....	\$115.00
Environmental Scientists/Field Naturalist .....	\$ 98.00
Project Engineers II.....	\$ 95.00
Project Engineers I .....	\$ 90.00
Construction Inspector .....	\$ 95.00
Landscape Architects/Designers .....	\$ 95.00
Staff Engineer/Senior Designers .....	\$ 80.00
Designers/Technicians II.....	\$ 72.00
Designers/Technicians I.....	\$ 68.00
Registered Land Surveyors .....	\$ 98.00
Two-Person Survey Crew .....	\$120.00
Two-Person Survey Crew with Licensed Surveyor .....	\$130.00
Three-Person Survey Crew .....	\$150.00
Three-Person Survey Crew with Licensed Surveyor .....	\$170.00
Administrative Support.....	\$ 62.00

Notes:

1. Expert Witness Assistance will be quoted separately.
2. DuBols & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBols & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.
3. Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1 & 1/2) times the appropriate hourly rate as detailed above.

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 8%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Long distance telephone calls, telegrams and cables.
4. Transportation to and from jobs.
  - a. Internal Revenue Service standard mileage reimbursement rate for business travel.
  - b. The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.
5. Reproduction of drawings, reports, and documents and photographs for project records.
6. Direct materials.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## ONLY APPLICABLE FOR CONSTRUCTION PHASE

### Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

#### **ARTICLE 1 - SERVICES OF ENGINEER**

##### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

---

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 1

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to

questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

**12. Reports:**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

**13. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

**14. Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

ONLY APPLICABLE FOR CONSTRUCTION PHASE





**ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE**

**NOTICE OF ACCEPTABILITY OF WORK**

---

**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

---

**To:**

\_\_\_\_\_  
Owner

**And To:**

\_\_\_\_\_  
Contractor

**From:**

\_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## Insurance

---

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

### G6.05 Insurance

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: \$500,000
  - 2) Bodily injury by disease, each employee: \$500,000
  - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: \$4,000,000
  - 2) General Aggregate: \$4,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
- f. Professional Liability --
  - 1) Each Claim Made \$2,000,000
  - 2) Annual Aggregate \$2,000,000
- g. Other (specify): N/A

---

**Exhibit G – Insurance.**

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, Each Accident \$ 0
  - 2) Bodily injury by Disease, Each Employee \$ 0
  - 3) Bodily injury/Disease, Aggregate \$ 0
- c. General Liability --
  - 1) General Aggregate: \$2,000,000
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- d. Excess Umbrella Liability
  - 1) Per Occurrence: \$ 0
  - 2) General Aggregate: \$ 0
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):  
\$ 0
- f. Other (specify): N/A

B. *Additional Insureds:*

- 1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
  - a. DuBois & King, Inc.  
Engineer
- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

---

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## **Dispute Resolution**

---

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

### **H6.08 *Dispute Resolution***

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

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

## **Limitations of Liability**

---

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

### **A. *Limitation of Engineer's Liability***

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$50,000.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, or employees.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members,

---

Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1

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

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

### **Special Provisions**

---

This Agreement is amended to include the following agreement(s) of the parties:

None



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated when signed by Owner.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

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

Description of Modifications:

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

Agreement Summary:

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

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

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

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

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT 13  
CONFIRM SURETY IS LISTED IN THE CURRENT  
TREASURY CIRCULAR #570**



Department of Public Works  
6 North Main St Suite 1  
Barre, VT 05641

To: Steven Mackenzie P.E., City Manager  
From: William Ahearn P.E., Director of Public Works and Engineering *W.A.*  
Subject: **Award of WWTF Boiler Contract to A Cooper Mechanical Inc.**  
Date: February 25, 2020

I have reviewed the single bid received for the WWTF Boiler Replacement submitted by A Cooper Mechanical Inc. on February 19, 2020. I have also reviewed the recommendation prepared by DuBois and King that the City authorize award of the contract.

The bid fell within the Engineer's estimate with contingency included, so it is not unreasonable pricing for the work. It will benefit the reliability of the City's WWTF and warrants pursuit.

I would be happy to address any question that may arise. This is the first of three elements of the Biosolids Improvement project. We will be actively managing costs for the project to stay within the bond amount.

## **Ohio Casualty Insurance Company (The)**

(NAIC #24074)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116.

PHONE: (617) 357-9500 X-41177.

UNDERWRITING LIMITATION b/: \$172,415,000.

SURETY LICENSES c.f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: New Hampshire.



# ● *City of Barre, Vermont*

*“Granite Center of the World”*

Steven E. Mackenzie, P.E.  
City Manager

6 N. Main St., Suite 2  
Barre, VT 05641  
Telephone (802) 476-0240  
FAX (802) 476-0264  
[manager@barrecity.org](mailto:manager@barrecity.org)

To: Mayor Lucas Herring and the Barre City Council

From: Steven Mackenzie, P.E., and City Manager

Re: Department Head Reports

Report Date: February 21, 2020

In order to keep you informed of the Department activities of the office, I'm forwarding this report of activities of the City staff for the previous Friday - Thursday. If there are any additional questions please do not hesitate to ask.

## **1. CLERK/TREASURER'S OFFICE:**

- Sample ballots for the March 3<sup>rd</sup> annual town meeting and presidential primary elections are posted on the City website. Early/absentee voting is ongoing.
- Annual liquor license renewal applications were mailed out January 14<sup>th</sup>. All liquor licenses expire on April 30, 2020.
- Third quarter property taxes were due February 18<sup>th</sup>. Timely payments are still trickling in by mail. We will close out the quarter Friday afternoon, February 21<sup>st</sup>. The delinquency rate currently stands at 4.78%.
- Annual unclaimed property reporting will be starting before the end of the month.
- Working with the House Government Operations Committee on administrative charter changes associated with gender neutrality and removing city school language that was voided when the school merger was adopted. Such administrative changes can be made by the legislature without voter approval. The Barre City changes are part of a larger bill making gender neutrality changes to all charters.
- Dog licenses are now available. All dogs are required to be licensed by April 1<sup>st</sup>.

## **2. BUILDING AND COMMUNITY SERVICES:**

- Weight Watchers met Saturday morning, Tuesday evening and Thursday morning in Alumni Hall.
- The Central Vermont Bridal Expo was held on Sunday in the AUD.
- The Barre Town Fire Department held training with the Barre City Fire Department Call Force, on Monday evening in the AUD basement.
- The DMV held CDL testing on Tuesday and Wednesday in the Civic Center parking lot.
- BYSA hockey held their monthly board meeting on Wednesday evening in the Alumni Hall conference room.
- Pathways to Vermont met in Alumni Hall on Wednesday through Friday.
- The Vermont Foodbank held their commodities drop on Thursday morning in the Civic Center parking lot.
- Vermont Rural Development met on Thursday evening in Alumni Hall.
- The first annual “Boots for Bags” corn hole tournament was held on Friday evening in the AUD basement. This is part of the Boots for Balls fundraiser run by Sara Akers.
- Don performed some snow removal duties at the beginning of the week. We had one entombment in the Elmwood vault this week.
- The Facilities crew also performed some snow removal work and turned the AUD over from the Bridal Expo to get ready for basketball They also had multiple set ups and tear downs in Alumni Hall this week as well as setting up the AUD basement for the corn hole tournament.
- On Tuesday, I attended the Department Head meeting as well as the City Hall reorganization meeting. On Wednesday, I had my weekly projects update meeting in the morning with the City Manager and in the afternoon, I met with representatives from First Light and Rikk Taft regarding internet services for the Civic Center. On Thursday, I met with Stephanie, Sue Higby and Jim McWilliam as we are beginning an informal “tracking and reporting” survey of events scheduled at the Civic Center. Also on Thursday, the City Manager and I met with representatives from Efficiency Vermont and Green Mountain Power regarding incentives and assistance for energy projects within the City. On Friday, I attended the ADA Committee meeting.

### **2a. RECREATION:**

- Lead the monthly Safety Committee meeting.
- Attended a meeting regarding Civic Center data.
- Worked to set up the spring Tiny Tykes soccer program scheduled for the AUD this spring. Created first flyer for social media.
- Booked a last minute, 3 day – full day rental of Alumni Hall to a group not satisfied where they had rented.
- Alumni Hall was busy with back to back rentals and usage – WW’s meeting, City meeting on Thursday evening, the 3 day rental, Tutors using AH , BYSA meeting in conference room, CDL testing and preparing for the volunteer luncheon. Scheduling was little tight this week with regards to moving from one group time to another.

- Met with folks regarding a potential dog training – obedience class – rental and with an idea to help support and promote more foot traffic on the walking – biking paths in the City.
- Time was spent working on AAU basketball requests, weaving groups in between shows and events at the AUD. There are 4 or 5 groups at this time who requested time.
- Connected again with the SHS Volunteer Coordinator to secure help during the school vacation next week with Stick and Puck and Open Gym. Students need volunteer hours for graduation.
- Worked with U-32 high school to schedule in their hockey teams for end of the season practices as their rink is closing for the season and converting to soccer. The high school season is still in progress.
- Worked with Jody to coordinate the logistics for the Volunteer luncheon on Saturday.
- Public skating admin was performed this week. Public skating will end for the season on Saturday. The North Barre rink will continue to be available during the school vacation as long as the temperatures maintain the base.
- No cemetery admin was performed this week.
- Tier II reporting work was also done this week.
- Worked on flyer with activities for the weekend and into next week for social media.
- Various scheduling, phone calls, emails, networking with staff, etc.

### **3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:**

#### **Planning – Janet:**

- Pool grant work;
- Various grant work;
- Met with Planning Commission Chair Thursday morning;
- Completed and sent out the Energy Committee agenda for Monday the 24<sup>th</sup> meeting;
- Worked with Public Works Director to get closer to wrapping up the Pouliot grant;
- Worked with HR on grant requirements that are standards to be followed;
- Covered zoning office while Heather was out Wednesday through Friday;
- Attended the Vermont Council on Rural Development’s Stakeholder meeting Thursday evening;
- Various phone calls, emails, invoices, internal meetings with fellow staff, City Manager, Mayor, residents, business owners, etc.

#### **Permitting – Heather:**

- Out sick most of week;
- On Monday and Tuesday, answered phones, emails, waited on customers, filing, and updated both Fire Dept. & Zoning databases for address changes, file uploads, etc.

#### **Assessing Clerk – Kathryn:**

- Regular office and assessing work, grand list, 911, property transfer returns, address changes, customers, phone, e-mail requests, assistance and information, filing, computer updates, map copies and lister cards sent to those requesting copies;



- Received 6 change cards (changes in assessment) from the Assessor that require revisions in the NEMRC system for the 2020 assessment changes in value;
- Have pulled additional outstanding change cards for the Assessor to give to his hired helper, bringing the total to date of 530 cards. These cards are those that Mr. Gregoire have been assigned to review with the homeowner then brings to the Assessor so that he may or may not need to make a change in assessment. Any changes become the change cards that the Clerk then gets to make all the changes necessary in the various systems (see bullet above);
- Added to the spreadsheet for the Assessor to use, any permits from the zoning administrator, and any permit closeouts to be listed on the Assessor card system, which is the permit list for the Assessor to complete;
- State download of transfers has come in so can continue working on the sales study for the assessor;
- Down loaded 293 Homestead filings, 0 E & O, and 0 State Payments into the Grand List doing updates for in NEMRC, files, Grand List and yearly records. The year to date total of Barre City Homesteads filed for 2020 is 293.

**3a. CONTRACT ASSESSOR:**

- Contractor did not provide report.

**4. DEPARTMENT OF PUBLIC WORKS:**

- Department Head will send report with the warrants on Monday.

**5. FINANCE DIRECTOR:**

- Monday - Presidents Day – Office Closed
- Researched and scheduled more demos of software systems for Asset Management/Fleet Management capabilities
- Recapped the highlights of the software demos to present to the appropriate DH's
- Finalized Fixed Asset forms to accompany the purchase, transfer, or disposal of assets; will review with the DH's for their input before implementing
- Met with Manager for our bi-weekly meeting
- Reviewed AP Invoices

**6. DEPARTMENT OF PUBLIC SAFETY:**

**6a. FIRE DEPARTMENT:**

Weekly Fire Activity Report to follow this memo.

**6b. POLICE**

Police Media Logs to follow this memo.

Check Number	Check Date	Ck Acct	Vendor Number	Vendor Name	Invoice Number	Purchase Order	Check Amount	Invoice Description
135827	02/26/2020	01031	01031	ACCURA PRINTING	64026		8171.00	annual reports,bound repo
					66143		55.00	business cards-J Frey
Total For Check 135827							8226.00	
135828	02/26/2020	01142	01142	AFLAC	644554		4749.38	monthly premium
135829	02/26/2020	01004	01004	ALDSWORTH JOSEPH	WC 2019		870.22	WC Fica/Medicare reimb
135830	02/26/2020	01005	01005	ALLEN ENGINEERING & CHEMI	518256		684.80	chemicals,delivery
135831	02/26/2020	01093	01093	AMERICAN ROCK SALT CO LLC	0635599		8041.11	salt
135832	02/26/2020	01049	01049	AMERICAN TOWER CORP	3234144		173.89	tower rental
135833	02/26/2020	01108	01108	ARC MECHANICAL CONTRACTOR	19220		995.80	labor,actuator kit,unions
135834	02/26/2020	23018	23018	AUBUCHON HARDWARE	492671		8.07	keys
					492708A		34.65	bolts,handle,casters
Total For Check 135834							42.72	
135835	02/26/2020	01033	01033	AUTO CLINIC LLC THE	10382		399.16	wheel bearing assy,labor
135836	02/26/2020	01210	01210	AVERY EXCAVATION INC	6		2599.48	Pouliot Ave excavation
135837	02/26/2020	02167	02167	BARRE GARDENS HOLDINGS LL	02941D		6609.65	water overpayment
135838	02/26/2020	02193	02193	BEN'S UNIFORMS	90361		114.00	pants,freight
135839	02/26/2020	02027	02027	BOUND TREE MEDICAL LLC	83500358		483.42	medical supplies
135840	02/26/2020	02291	02291	BOWEN TRAVIS & KIMBERLY O	03174B		44.13	water overpayment
135841	02/26/2020	02188	02188	BULLARD DON A	021520		200.00	boots
135842	02/26/2020	03043	03043	CASELLA WASTE MGT INC	2371039		1405.70	trash removal
135843	02/26/2020	03124	03124	CENTRAL VERMONT MEDICAL C	020120		771.36	medical supplies
135844	02/26/2020	03145	03145	CHAMPLAIN VALLEY EQUIPMEN	CB34680		58.87	sensor
135845	02/26/2020	03337	03337	COMMUNITY BANK NA	PR-02/20/20	PR01:154	307.58	Payroll Transfer
135846	02/26/2020	03100	03100	CUSHMAN KEITH	WC 2019		102.36	WC Fica/Medicare reimb
135847	02/26/2020	04071	04071	DEAD RIVER CO	020720		2354.23	fuel oil,lic fee,fuel tax
					86874		585.16	fuel oil,lic fee,fuel tax
Total For Check 135847							2939.39	
135848	02/26/2020	04095	04095	DUFRESNE GROUP	14121		95.00	engineering services
					14238		2000.00	engineering services
Total For Check 135848							2095.00	
135849	02/26/2020	04137	04137	DXC TECHNOLOGY	021820		170.29	amb overpayment
135850	02/26/2020	05059	05059	ENDYNE INC	323630		100.00	lab services
135851	02/26/2020	05007	05007	EVERETT J PRESCOTT INC	5663430		963.78	meters
					5665614		69.00	gaskets
Total For Check 135851							1032.78	
135852	02/26/2020	06087	06087	FASTENAL CO	118206		52.49	oil pads
135853	02/26/2020	06065	06065	FISHER AUTO PARTS	620156		5.01	hose
					620375		137.57	paint,bondo,cup
					620388		31.05	undercoating
Total For Check 135853							173.63	

Check Number	Check Date	Ck Acct	Vendor Number	Vendor Name	Invoice Number	Purchase Order	Check Amount	Invoice Description
135854	02/26/2020	001	06007	FORMULA FORD	111197		6.07	nut
135855	02/26/2020	001	07073	G D MACHINES	424418		252.50	labor,material
135856	02/26/2020	001	07082	GARIBOLDI SHEILA R OR CIT	101000160000		221.02	prop tax overpayment
135857	02/26/2020	001	07024	GAYLORD AMOS	021820		175.78	fuel K-9 vehicle
135858	02/26/2020	001	07006	GREEN MT POWER CORP	004920-0120		84.83	135 N Main St Wheelock
					044230-0120		1284.70	public works garage
					177846-0120		70.65	Keith Pearl Ped Way
					405860-0120		497.33	Main St lights
					48336-0120		20.94	Prospect St bridge
					515442-0120		20.94	Enterprise Alley sve bldg
					53423-0120		28.43	water dept yard light
					553795-0120		124.94	Enterprise Alley lights
					63423-0120		22.23	Currier Park panel
					83423-0120		168.42	sewer dept bldg
Total For Check 135858							2323.41	
135860*	02/26/2020	001	08045	HOULE JONATHAN	021320		116.89	clothing
135861	02/26/2020	001	08085	HOWARTH ROBERT	WC 2019		114.51	WC Fica/Medicare reimb
135862	02/26/2020	001	09021	IRVING ENERGY	237989		199.89	propane
					258873		9.09	propane
					613748		695.60	propane
					812108		264.40	propane
					812662		17.39	propane
					813016		128.37	propane
					813510		124.87	propane
					813955		352.54	propane
Total For Check 135862							1792.15	
135864*	02/26/2020	001	10025	J & B TRUCK CENTER	T419458		159.00	exhaust fluid,core charge
					T420291		69.29	thermostat
					T420310		1409.17	manifold kit,seals,credit
					T420316		140.92	tubes
					T420327		68.27	sensor
Total For Check 135864							1846.65	
135865	02/26/2020	001	10031	JET SERVICE ENVELOPE CO	66256		199.95	envelopes
135866	02/26/2020	001	11020	KNAPP ANGELA OR CITY OF B	01019		31.39	water overpayment
135867	02/26/2020	001	12032	LAKES REGION FIRE APPARAT	29917		406.14	stanchion,lights,freight
					29975		54.40	indicator light assy kit
Total For Check 135867							460.54	
135868	02/26/2020	001	12054	LAWSON PRODUCTS INC	9307353902		189.51	ty-rap,washers,freight
135869	02/26/2020	001	12011	LENNYS SHOE & APPAREL	1586268		164.95	boots-B Shaw
135870	02/26/2020	001	12009	LOWELL MCLEODS INC	S57790		13.06	washers
135871	02/26/2020	001	13120	MACHIA DELPHIA	021220		370.00	glasses
135872	02/26/2020	001	13075	MCWILLIAM JAMES	2020-6		237.50	services 2/17-2/21/20

Check Number	Check Date	Ck Acct	Vendor Number	Vendor Name	Invoice Number	Purchase Order	Check Amount	Invoice Description
135873	02/26/2020	001	14121	NORTHFIELD AUTO SUPPLY	307724		221.57	bearings,pads,oil,filter
					307735		186.93	brake pads,rotors
Total For Check 135873							408.50	
135874	02/26/2020	001	14164	NOVUS MORRISON SOLAR LLC	171		11989.00	estimate monthly output
135875	02/26/2020	001	15020	O'REILLY AUTOMOTIVE INC	179846		64.59	adhesive
135876	02/26/2020	001	16146	POULIOT BROOKE	013020		50.00	phone stipend
135877	02/26/2020	001	16017	PRIMMER PIPER EGGLESTON &	021320		700.00	professional services
135878	02/26/2020	001	19199	SAUL MINEROFF ELECTRONICS	6801		610.00	transmitter,freight
135879	02/26/2020	001	19229	SHAW BENJAMIN	WC 2019		329.54	WC Fica/Medicare reimb
135880	02/26/2020	001	19162	SHERIDAN GARY JR	WC 2019		281.78	WC Fica/Medicare reimb
135881	02/26/2020	001	19082	STATE OF VERMONT	AMB00219		13471.93	annual ambulance assessme
135882	02/26/2020	001	20026	TI-SALES INC	0115033		176.00	tubing,freight
135883	02/26/2020	001	20002	TIMES ARGUS ASSOC INC	4166		156.60	advertise agenda 2/18
					4187		60.90	advertise TAC meeting
Total For Check 135883							217.50	
135884	02/26/2020	001	20077	TREASURER, STATE OF VERMO	60672		5698.86	operating fee 10/1-12/31
135885	02/26/2020	001	21002	UNIFIRST CORP	4458720		453.33	uniform rental
					4458723		105.22	uniform rental
					4458724		71.62	uniform rental
Total For Check 135885							630.17	
135886	02/26/2020	001	22181	VERMONT COMMERCIAL REFRIG	907		575.00	labor,vehicle charge
135887	02/26/2020	001	22100	VERMONT DEPT OF TAXES	PR-02/20/20	PR01:154	34.75	Payroll Transfer
135888	02/26/2020	001	23050	W B MASON CO INC	207654101		52.99	copier paper
					207839949		99.04	soap,hand sanitizer
Total For Check 135888							152.03	
135889	02/26/2020	001	24006	WATERSHED CONSULTING ASSO	2019-0528		761.95	professional fees,expense
					2019-0635		1030.81	professional fees,expense
Total For Check 135889							1792.76	
135890	02/26/2020	001	23055	WELLS FARGO BANK OR CITY	01222B		155.15	water overpayment
135891	02/26/2020	001	23041	WORK SAFE	22093		2693.05	parking signs
135892	02/26/2020	001	25001	YIPES! CORP OF CENTRAL VE	17659		60.00	graphics,labor
135893	02/26/2020	001	26006	ZOLL MEDICAL CORP GPO	3013684		353.00	cable,freight
135894	02/26/2020	001	01088	AFSCME COUNCIL 93	PR-02/26/20	PR01:155	203.00	Payroll Transfer
135895	02/26/2020	001	02011	BARRE CITY TREASURER	PR-02/26/20	PR01:155	92.40	Payroll Transfer
135896	02/26/2020	001	03205	CITY OF BARRE PENSION PLA	PR-02/26/20	PR01:155	398.36	Payroll Transfer
135897	02/26/2020	001	03308	COMMUNITY BANK NA	PR-02/26/20	PR01:155	235.00	Payroll Transfer
135898	02/26/2020	001	03337	COMMUNITY BANK NA	PR-02/26/20	PR01:155	33112.37	Payroll Transfer
135899	02/26/2020	001	05069	EDWARD JONES	PR-02/26/20	PR01:155	201.00	Payroll Transfer
135900	02/26/2020	001	14154	NORTH COUNTRY FEDERAL CRE	PR-02/26/20	PR01:155	187.00	Payroll Transfer
135901	02/26/2020	001	14089	NORTHFIELD SAVINGS BANK	PR-02/26/20	PR01:155	1715.08	Payroll Transfer

Starting Date : 02/26/2020 Ending Date : 02/26/2020

Check Number	Check Date	Ck Acct	Vendor Number	Vendor Name	Invoice Number	Purchase Order	Check Amount	Invoice Description
135902	02/26/2020	001	15046	OFFICE OF CHILD SUPPORT	PR-02/26/20	PR01:155	98.08	Payroll Transfer
135903	02/26/2020	001	15051	ONE CREDIT UNION	PR-02/26/20	PR01:155	2017.13	Payroll Transfer
135904	02/26/2020	001	16799	PEOPLE'S UNITED BANK	PR-02/26/20	PR01:155	80.09	Payroll Transfer
135905	02/26/2020	001	16077	PERSHING LLC	PR-02/26/20	PR01:155	225.00	Payroll Transfer
135906	02/26/2020	001	16102	PRUDENTIAL RETIREMENT	PR-02/26/20	PR01:155	345.00	Payroll Transfer
135907	02/26/2020	001	20095	TD BANK	PR-02/26/20	PR01:155	398.11	Payroll Transfer
135908	02/26/2020	001	22100	VERMONT DEPT OF TAXES	PR-02/26/20	PR01:155	4326.56	Payroll Transfer
135909	02/26/2020	001	22095	VMERS DB	PR-02/12/20		8083.28	Payroll Transfer
					PR-02/12/20A		8.25	Payroll Transfer
					PR-02/19/20		8577.40	Payroll Transfer
					PR-02/20/20		65.76	Payroll Transfer
					PR-02/26/20	PR01:155	9176.69	Payroll Transfer
Total For Check 135909							25911.38	
135910	02/26/2020	001	22062	VT STATE EMPLOYEES CREDIT	PR-02/26/20	PR01:155	370.00	Payroll Transfer
82 checks for check account 01							162318.26	
Report total for 82 checks							162318.26	

## Employee Tax Summary Report

by name for check dates 02/26/20 thru 02/26/20

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 0090	ABARE, LANCE R.										
921.82	54.12	54.13	12.66	18.82	0.00	54.13	12.66	0.00	0.00	0.00	675.95
Employee: 0136	AHEARN, WILLIAM E.										
1713.33	137.76	104.99	24.55	82.14	0.00	104.99	24.55	0.00	0.00	0.00	0.00
Employee: 0145	ALDSWORTH, JOSEPH G.										
1660.18	127.64	96.88	22.66	36.59	0.00	96.88	22.66	0.00	0.00	0.00	202.74
Employee: 0155	AMARAL, ANTHONY C.										
89.08	0.00	5.52	1.29	0.00	0.00	5.52	1.29	0.00	0.00	0.00	0.00
Employee: 0417	BARIL, JAMES A.										
2105.34	293.06	123.03	28.77	87.54	0.00	123.03	28.77	0.00	0.00	0.00	0.00
Employee: 0570	BENJAMIN, KENNETH S.										
846.37	82.59	51.85	12.13	24.55	0.00	51.85	12.13	0.00	0.00	0.00	0.00
Employee: 0580	BENSON, NICHOLAS J.										
1298.44	154.28	79.08	18.49	46.21	0.00	79.08	18.49	0.00	0.00	0.00	0.00
Employee: 0590	BERGERON, JEFFREY R.										
1455.96	83.53	85.15	19.91	27.03	0.00	85.15	19.91	0.00	0.00	0.00	1051.00
Employee: 1005	BOMBARDIER, TIMOTHY J.										
1730.80	238.30	105.50	24.67	86.42	0.00	105.50	24.67	0.00	0.00	0.00	0.00
Employee: 1100	BRAMMAN, KATHRYN H.										
966.00	97.29	59.89	14.01	29.05	0.00	59.89	14.01	0.00	0.00	0.00	635.95
Employee: 1097	BREAULT, BONNIE J.										
1393.75	181.98	81.66	19.10	54.52	0.00	81.66	19.10	0.00	0.00	0.00	0.00
Employee: 1130	BRENT, DOUGLAS S.										
1634.80	217.68	99.08	23.17	65.23	0.00	99.08	23.17	0.00	0.00	0.00	0.00
Employee: 1390	BULLARD, DON A.										
1010.41	128.25	62.65	14.65	39.50	0.00	62.65	14.65	0.00	0.00	0.00	0.00
Employee: 1397	BULLARD, JONATHAN R.										
1621.56	208.75	96.48	22.56	62.55	0.00	96.48	22.56	0.00	0.00	0.00	965.63
Employee: 1675	CARMINATI, JOEL F., JR										
928.98	80.87	56.36	13.18	24.04	0.00	56.36	13.18	0.00	0.00	0.00	0.00
Employee: 1705	CARTER, IRIS V.										
41.10	0.00	2.55	0.60	0.00	0.00	2.55	0.60	0.00	0.00	0.00	0.00
Employee: 1720	CETIN, MATTHEW J.										
1521.00	108.83	84.01	19.65	34.13	0.00	84.01	19.65	0.00	0.00	0.00	0.00
Employee: 1810	CHARBONNEAU, MICHAEL J.										
1939.52	239.28	107.11	25.05	71.71	0.00	107.11	25.05	0.00	0.00	0.00	0.00
Employee: 1815	CHASE, SHERRY L.										
710.40	63.31	41.46	9.70	19.17	0.00	41.46	9.70	0.00	0.00	0.00	0.00
Employee: 1964	COPPING, NICHOLAS R.										
1941.91	256.60	112.00	26.19	76.91	0.00	112.00	26.19	0.00	0.00	0.00	604.26
Employee: 2015	CRUGER, ERIC J.										
1657.13	223.58	100.89	23.59	67.00	0.00	100.89	23.59	0.00	0.00	0.00	0.00
Employee: 2205	CUSHMAN, BRIAN K.										
1915.92	161.68	113.82	26.62	54.15	0.00	113.82	26.62	0.00	0.00	0.00	0.00
Employee: 2240	DAWES, CAROLYN S.										
1160.70	114.26	68.36	15.99	34.14	0.00	68.36	15.99	0.00	0.00	0.00	0.00
Employee: 2330	DEGREENIA, CATHERINE I.										
1703.52	255.07	101.84	23.82	75.85	0.00	101.84	23.82	0.00	0.00	0.00	0.00
Employee: 2332	DEMELL, WILLIAM M.										
1106.98	120.20	64.74	15.14	35.99	0.00	64.74	15.14	0.00	0.00	0.00	0.00
Employee: 2355	DEXTER, DONNEL A.										
1176.72	140.72	67.00	15.67	42.14	0.00	67.00	15.67	0.00	0.00	0.00	173.44

## Employee Tax Summary Report

by name for check dates 02/26/20 thru 02/26/20

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 2415	DONALD, LANCE B.										
835.16	82.52	51.78	12.11	24.53	0.00	51.78	12.11	0.00	0.00	0.00	621.42
Employee: 2445	DROWN, JACOB D.										
1153.65	136.84	69.58	16.27	40.98	0.00	69.58	16.27	0.00	0.00	0.00	0.00
Employee: 2450	DRYER, LILLIAN C.										
43.84	0.00	2.72	0.64	0.00	0.00	2.72	0.64	0.00	0.00	0.00	40.48
Employee: 2570	DUHAIME, ROBERT H.										
1646.90	197.83	95.37	22.31	59.21	0.00	95.37	22.31	0.00	0.00	0.00	0.00
Employee: 2580	DURGIN, STEVEN J.										
1941.11	257.19	112.16	26.23	77.08	0.00	112.16	26.23	0.00	0.00	0.00	0.00
Employee: 2683	EASTMAN, LARRY E., JR										
1466.01	170.34	84.67	19.80	51.03	0.00	84.67	19.80	0.00	0.00	0.00	0.00
Employee: 2980	FARNHAM, BRIAN D.										
1874.65	265.08	113.97	26.65	79.45	0.00	113.97	26.65	0.00	0.00	0.00	0.00
Employee: 3027	FLEURY, JASON R.										
2142.56	312.78	124.04	29.01	92.96	0.00	124.04	29.01	0.00	0.00	0.00	867.85
Employee: 3275	FREY, JACOB D.										
2087.51	255.97	123.00	28.77	76.59	0.00	123.00	28.77	0.00	0.00	0.00	918.01
Employee: 3375	GAYLORD, AMOS R.										
1517.69	202.63	94.10	22.01	60.72	0.00	94.10	22.01	0.00	0.00	0.00	0.00
Employee: 3560	GILBERT, DAVID P.										
920.50	92.06	56.22	13.15	27.54	0.00	56.22	13.15	0.00	0.00	0.00	660.40
Employee: 3690	GRANDFIELD, HEATHER L.										
782.50	66.85	47.39	11.08	33.22	0.00	47.39	11.08	0.00	0.00	0.00	0.00
Employee: 4015	HASTINGS, CLARK H., III										
785.30	73.24	46.83	10.95	21.94	0.00	46.83	10.95	0.00	0.00	0.00	0.00
Employee: 4017	HAYDEN, AMY L.										
1320.96	142.83	75.99	17.77	42.78	0.00	75.99	17.77	0.00	0.00	0.00	0.00
Employee: 4025	HAYNES, WILLIAM D.										
1430.52	156.05	80.42	18.81	46.74	0.00	80.42	18.81	0.00	0.00	0.00	0.00
Employee: 4100	HEDIN, LAURA T.										
1524.69	185.17	91.28	21.35	55.41	0.00	91.28	21.35	0.00	0.00	0.00	0.00
Employee: 4230	HOULE, JONATHAN S.										
1904.74	274.98	116.95	27.35	82.42	0.00	116.95	27.35	0.00	0.00	0.00	0.00
Employee: 4250	HOWARTH, ROBERT C.										
1625.33	80.75	90.67	21.21	26.16	0.00	90.67	21.21	0.00	0.00	0.00	841.37
Employee: 4260	HOYT, EVERETT J.										
967.80	66.67	55.63	13.01	32.36	0.00	55.63	13.01	0.00	0.00	0.00	0.00
Employee: 4745	KELLY, JOSEPH E., JR										
951.95	29.94	51.16	11.96	11.56	0.00	51.16	11.96	0.00	0.00	0.00	0.00
Employee: 4770	KIRKPATRICK, TROY S.										
1839.33	188.42	107.95	25.25	57.36	0.00	107.95	25.25	0.00	0.00	0.00	0.00
Employee: 4790	KOSAKOWSKI, JOSHUA D.										
977.05	98.81	58.30	13.63	29.57	0.00	58.30	13.63	0.00	0.00	0.00	0.00
Employee: 4800	KRASOFSKI, KIERNAN C.										
68.50	0.00	4.25	0.99	0.00	0.00	4.25	0.99	0.00	0.00	0.00	0.00
Employee: 4903	LANE, ZEBULYN M.										
867.99	85.65	53.51	12.51	25.41	0.00	53.51	12.51	0.00	0.00	0.00	0.00
Employee: 4906	LANGEVIN, RAYMOND P.										
862.00	63.08	53.44	12.50	21.36	0.00	53.44	12.50	0.00	0.00	0.00	0.00
Employee: 4908	LAPERLE, JESSICA L.										
976.45	92.63	58.11	13.59	27.72	0.00	58.11	13.59	0.00	0.00	0.00	0.00



## Employee Tax Summary Report

by name for check dates 02/26/20 thru 02/26/20

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 4985	LEWIS, BRITTANY L.										
1431.43	183.84	88.25	20.64	55.08	0.00	88.25	20.64	0.00	0.00	0.00	0.00
Employee: 5010	LOWE, ROBERT L.										
1806.08	183.79	103.88	24.29	54.31	0.00	103.88	24.29	0.00	0.00	0.00	0.00
Employee: 5049	MACHIA, DELPHIA L.										
844.80	64.62	45.87	10.73	19.54	0.00	45.87	10.73	0.00	0.00	0.00	116.23
Employee: 5048	MACKENZIE, STEVEN E.										
1982.50	207.54	117.56	27.49	84.39	0.00	117.56	27.49	0.00	0.00	0.00	0.00
Employee: 5085	MALONEY, JASON F.										
1076.40	88.26	63.71	14.90	28.39	0.00	63.71	14.90	0.00	0.00	0.00	382.50
Employee: 5290	MARTEL, JOELL J.										
1173.18	114.14	68.99	16.13	34.10	0.00	68.99	16.13	0.00	0.00	0.00	0.00
Employee: 5425	MCGOWAN, JAMES R.										
2185.80	368.87	130.21	30.45	94.64	0.00	130.21	30.45	0.00	0.00	0.00	0.00
Employee: 5269	MCGUIRE, AARON M.										
822.31	58.56	50.98	11.92	20.10	0.00	50.98	11.92	0.00	0.00	0.00	0.00
Employee: 5270	MCNALLY, DONNA C.										
972.40	105.81	57.17	13.37	31.67	0.00	57.17	13.37	0.00	0.00	0.00	159.14
Employee: 5100	MCTIGUE, PETER J.										
550.08	63.44	34.10	7.98	16.41	0.00	34.10	7.98	0.00	0.00	0.00	428.15
Employee: 5520	METIVIER, CHERYL A.										
800.65	78.59	49.64	11.61	23.43	0.00	49.64	11.61	0.00	0.00	0.00	0.00
Employee: 5600	MICHELI, STEVEN N.										
1468.80	113.60	87.06	20.36	40.40	0.00	87.06	20.36	0.00	0.00	0.00	1014.67
Employee: 5701	MILLER, ROBERT W.										
2489.22	320.00	149.00	34.85	99.63	0.00	149.00	34.85	0.00	0.00	0.00	1573.40
Employee: 5725	MONAHAN, DAWN M.										
1502.00	126.04	88.00	20.58	38.93	0.00	88.00	20.58	0.00	0.00	0.00	0.00
Employee: 5765	MORRIS, SCOTT D.										
935.30	68.90	56.68	13.26	22.98	0.00	56.68	13.26	0.00	0.00	0.00	602.19
Employee: 5768	MORRISON, CAMDEN A.										
1054.87	106.90	64.18	15.01	32.00	0.00	64.18	15.01	0.00	0.00	0.00	688.89
Employee: 5770	MOTT, JOHN C.										
330.84	27.13	20.51	4.80	9.07	0.00	20.51	4.80	0.00	0.00	0.00	0.00
Employee: 5880	MURPHY, BRIANNA E.										
1287.36	155.39	79.32	18.55	46.54	0.00	79.32	18.55	0.00	0.00	0.00	0.00
Employee: 5930	NORWAY, JOANNE P.										
782.00	73.46	46.93	10.98	22.00	0.00	46.93	10.98	0.00	0.00	0.00	0.00
Employee: 5940	NYKIEL, BRYAN T.										
906.00	51.16	52.55	12.29	18.00	0.00	52.55	12.29	0.00	0.00	0.00	582.05
Employee: 5960	OSADCHEY BROWN, PHOEBE M.										
30.14	0.00	1.87	0.44	0.00	0.00	1.87	0.44	0.00	0.00	0.00	27.83
Employee: 6030	PARKER, ROWDIE Y.										
1184.22	159.09	72.18	16.88	47.65	0.00	72.18	16.88	0.00	0.00	0.00	0.00
Employee: 6040	PARSHLEY, TONIA C.										
1282.56	130.14	72.17	16.88	38.97	0.00	72.17	16.88	0.00	0.00	0.00	0.00
Employee: 6088	PIERCE, JOEL M.										
1455.84	111.83	85.15	19.91	34.97	0.00	85.15	19.91	0.00	0.00	0.00	0.00
Employee: 6377	POIRIER, HOLDEN R.										
990.12	66.81	58.92	13.78	22.40	0.00	58.92	13.78	0.00	0.00	0.00	0.00
Employee: 6385	PONTBRIAND, JAMES D.										
1761.02	228.40	102.91	24.07	68.45	0.00	102.91	24.07	0.00	0.00	0.00	0.00

## Employee Tax Summary Report

by name for check dates 02/26/20 thru 02/26/20

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
Employee: 6395	POULIOT, BROOKE L.										
824.00	58.75	51.09	11.95	20.15	0.00	51.09	11.95	0.00	0.00	0.00	0.00
Employee: 6416	PROTZMAN, TODD A.										
575.00	46.51	35.65	8.34	14.45	0.00	35.65	8.34	0.00	0.00	0.00	0.00
Employee: 6415	PRUITT, BRITTAIN J.										
1723.29	94.13	98.21	22.97	29.90	0.00	98.21	22.97	0.00	0.00	0.00	0.00
Employee: 6418	PULLMAN, DAVID L.										
821.93	68.69	49.72	11.63	20.64	0.00	49.72	11.63	0.00	0.00	0.00	0.00
Employee: 6440	QUARANTA, STEPHANIE L.										
1243.00	180.36	71.13	16.64	48.54	0.00	71.13	16.64	0.00	0.00	0.00	692.29
Employee: 6600	REALE, MICHAEL R.										
1304.33	160.50	80.87	18.91	48.08	0.00	80.87	18.91	0.00	0.00	0.00	0.00
Employee: 6640	RIVARD, SYLVIE R.										
800.65	77.99	49.33	11.54	23.27	0.00	49.33	11.54	0.00	0.00	0.00	0.00
Employee: 6689	ROCHFORD, ZACHARY J.										
960.40	74.28	59.54	13.93	24.48	0.00	59.54	13.93	0.00	0.00	0.00	0.00
Employee: 6818	ROULEAU, JOSEPH J.										
1117.60	85.70	63.90	14.94	25.68	0.00	63.90	14.94	0.00	0.00	0.00	815.76
Employee: 6830	ROUSSE, OLIVIA A.										
16.44	0.00	1.02	0.24	0.00	0.00	1.02	0.24	0.00	0.00	0.00	0.00
Employee: 6870	RUBALCABA, DAVID T.										
2094.38	315.09	128.65	30.09	93.60	0.00	128.65	30.09	0.00	0.00	0.00	0.00
Employee: 6874	RYAN, PATTY L.										
384.96	43.63	23.87	5.58	12.88	0.00	23.87	5.58	0.00	0.00	0.00	0.00
Employee: 7049	SCHAUER, RUSSELL A.										
1459.68	84.90	86.64	20.26	27.35	0.00	86.64	20.26	0.00	0.00	0.00	0.00
Employee: 7100	SEAVER, DEBBIE L.										
1267.20	206.32	75.63	17.69	66.32	0.00	75.63	17.69	0.00	0.00	0.00	0.00
Employee: 7190	SHATNEY, JANET E.										
1131.10	74.49	65.32	15.28	24.51	0.00	65.32	15.28	0.00	0.00	0.00	0.00
Employee: 7200	SHAW, BENJAMIN K.										
1618.37	220.38	99.74	23.33	66.04	0.00	99.74	23.33	0.00	0.00	0.00	0.00
Employee: 7220	SHERIDAN, GARY R., JR										
1588.40	174.39	96.84	22.65	52.12	0.00	96.84	22.65	0.00	0.00	0.00	570.33
Employee: 7312	SMITH, CLINT P.										
1110.92	121.77	66.79	15.62	36.39	0.00	66.79	15.62	0.00	0.00	0.00	697.74
Employee: 7314	SOUTHWORTH, NORWOOD J.										
962.27	103.81	59.66	13.95	31.07	0.00	59.66	13.95	0.00	0.00	0.00	0.00
Employee: 7330	STRACHAN, ROBBIE B.										
1111.70	81.43	67.69	15.83	23.62	0.00	67.69	15.83	0.00	0.00	0.00	829.28
Employee: 7334	STRASSBERGER, KIRK E.										
1096.76	78.50	65.64	15.35	25.66	0.00	65.64	15.35	0.00	0.00	0.00	0.00
Employee: 7450	SUPERNAL, MERTON A.										
1156.75	82.60	64.29	15.04	20.29	0.00	64.29	15.04	0.00	0.00	0.00	719.93
Employee: 7465	TAFT, FRANCIS R.										
1286.00	149.18	77.56	18.14	44.68	0.00	77.56	18.14	0.00	0.00	0.00	0.00
Employee: 7520	TILLINGHAST, ZACHARY M.										
1843.07	248.71	109.15	25.53	74.54	0.00	109.15	25.53	0.00	0.00	0.00	0.00
Employee: 7600	TUCKER, RANDALL L.										
1719.47	201.73	100.25	23.45	60.38	0.00	100.25	23.45	0.00	0.00	0.00	1037.28
Employee: 7610	TUCKER, RUSSELL W.										
1249.07	150.05	70.80	16.56	44.94	0.00	70.80	16.56	0.00	0.00	0.00	0.00

Employee Tax Summary Report

by name for check dates 02/26/20 thru 02/26/20

Gross	FWT	FICA	MEDI	SWT	SDI	ERFICA	ERMEDI	FUTA	SUTA	Local	Net
-----											
Employee: 7843	WALLANT, DAVID R.										
1208.53	141.59	74.93	17.52	42.40	0.00	74.93	17.52	0.00	0.00	0.00	0.00
Employee: 7850	WARD, JAMES O.										
25.00	0.00	1.55	0.36	0.00	0.00	1.55	0.36	0.00	0.00	0.00	23.09
Employee: 8345	WORN, JESSICA L.										
952.45	70.28	56.09	13.12	21.05	0.00	56.09	13.12	0.00	0.00	0.00	0.00
130525.05	14000.01	7744.86	1811.32	4326.56	0.00	7744.86	1811.32	0.00	0.00	0.00	19219.25
=====											

**BARRE**

**Copy of Departmental Activity Report**

Current Period: 02/13/20 to 02/19/20, Prior Period: 02/06/20 to 02/12/19

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
<b>Dispatch/Remote Station Incidents*</b>				
EMS Incidents	0	0.00	0	0.00
NFIRS Incidents	0	0.00	0	0.00
	0	0.00	0	0.00
<b>Fire Alarm Situations</b>				
Chemical release, reaction, or toxic condition	1	5.50	0	0.00
Dispatched and cancelled en route	1	0.06	0	0.00
Emergency medical service (EMS) Incident	32	131.68	0	0.00
Extrication, rescue	1	0.54	0	0.00
Public service assistance	1	0.24	0	0.00
Rescue, emergency medical call (EMS), other	4	2.73	0	0.00
Service call, Other	1	0.34	0	0.00
Structure Fire	1	12.00	0	0.00
System or detector malfunction	1	1.50	0	0.00
Unintentional system/detector operation (no fire)	4	10.41	0	0.00
	47	165.00	0	0.00
<b>Hydrant Activities</b>				
Flow Tests	0	0.00	0	0.00
Inspections	0	0.00	0	0.00
	0	0.00	0	0.00
<b>Non-Incident Activities</b>				
BURN PERMIT ISSUED	1	0.10	0	0.00
COMP TIME USED	1	24.00	0	0.00
DAY SHIFT COVERAGE	1	12.00	0	0.00
NIGHT SHIFT COVERAGE	1	12.00	0	0.00
ON DUTY	24	571.00	0	0.00
SICK TIME USED	2	48.00	0	0.00
SWAP NOT WORKING	1	5.00	0	0.00
SWAP WORKING	1	5.00	0	0.00
VACATION USED	1	12.00	0	0.00
	33	689.10	0	0.00

\* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

**BARRE**

**Copy of Departmental Activity Report**

Current Period: 02/13/20 to 02/19/20, Prior Period: 02/06/20 to 02/12/19

00:00 to 24:00

All Stations

All Shifts

All Units

All Activity Types

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
<b>Occupancy Inspections/Activities</b>				
ALARM TESTING/MAINTENANCE	1	0.75	0	0.00
FIRE DRILL	1	0.20	0	0.00
	2	0.95	0	0.00
<b>Training</b>				
CPR RECERT	5	20.00	0	0.00
Depat. Alarm Run Card Procedures	3	2.25	0	0.00
PATIENT ASSESSMENT	7	10.50	0	0.00
PROTOCOLS	7	8.19	0	0.00
VT DIVISION OF FIRE SAFETY TRAINING	2	6.00	0	0.00
	24	46.94	0	0.00

\* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

# Inspection Volume

2/21/2020 10:26:57 AM

**Filters:**

- Inspection Source: **Internal Department Only**
- Start Date: **2/15/2020 12:00:00 AM**
- End Date: **2/21/2020 11:59:59 PM**
- Inspector: **-all-**
- Occupancy Type: **-all-**
- IFC Occupant Class: **-all-**
- Occupancy Number: **-all-**
- Zip Code: **-all-**
- Address: **-all-**
- Street Name: **-all-**
- Inspection Type: **-all Fire Safety types-**
- Section Number: **-all-**

**Volume by Inspector**

	# of Inspections <sup>1</sup>	Violations Cited	Occupant Sq. Ft.
<b>Howarth - Fire Marshal, Robert</b>			
* Apartments Building Existing <sup>FS</sup>	40		0
Re-inspect <sup>FS</sup>	5		0
* Apartments Building Existing (3)			
** Complaint - Trash / Ordinance			
Issue (2)			
Total <sup>5</sup>			
<b>Total</b>	45	29	0

	# of Inspections <sup>1</sup>	Violations Cited	Occupant Sq. Ft.
<b>Strachan, Robbie - Building &amp; Electrical Inspector</b>			
* Apartments Building Existing <sup>FS</sup>	36		0
** Complaint - Trash / Ordinance			
Issue <sup>FS</sup>	1		0
Re-inspect <sup>FS</sup>	1		0
** Complaint - Trash / Ordinance			
Issue (1)			
Total <sup>1</sup>			
<b>Total</b>	38	11	0

**Totals**

	# of Inspections <sup>1</sup>	Violations Cited	Violations Cleared <sup>2</sup>	Violations Remaining	Occupant Sq. Ft.
* Apartments Building Existing <sup>FS</sup>	76				0
** Complaint - Trash / Ordinance Issue <sup>FS</sup>	1				0
Re-inspect <sup>FS</sup>	6				0
<b>Total<sup>5</sup></b>	83	40	0	40	0

<sup>1</sup>This is actually a count for the inspection type. A single inspection with two types will total as two not one.  
<sup>2</sup>Cleared violations from re-inspections outside the date range ARE included if initial inspection falls within date range.  
<sup>3</sup>One re-inspection can encompass multiple inspection types - this is why the re-inspection type-specific total is frequently greater than the # of inspections.  
<sup>FS</sup>Fire Safety Inspection.  
<sup>5</sup>Filtering out portal inspections can cause violations cited to be less than violations cleared (violation cited count comes from both department and portal inspections, while violations cleared only come from department inspections).

# Media Log Report

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100      <u>Barre City Police Department</u></b>			
2/20/20 7:04	20BA001583	Alarm - Security	Freedom Way
2/20/20 6:07	20BA001582	Alarm - Security	Parkside Ter
2/20/20 5:44	20BA001581	Assist - Agency	Fourth St Barre, Vt 05641
2/20/20 2:17	20BA001580	Larceny - from Motor Vehicle	Summer St
2/20/20 1:21	20BA001579	Parking - Winter Ban - Ticket	Fourth St Barre, Vt 05641
2/20/20 0:41	20BA001578	Assist - Public	N Main St
2/19/20 23:50	20BA001577	Traffic Stop	Prospect St
2/19/20 22:17	20BA001576	Traffic Stop	Washington St
Traffic Stop for Speeding on Washington Street			
2/19/20 21:34	20BA001575	Assist - Public	N Main Street
Discarded Medication located and disposed of.			
2/19/20 19:37	20BA001574	Traffic Stop	Berlin Street
2/19/20 19:36	20BA001573	Larceny - Other	Mount St
2/19/20 19:30	20BA001572	Disorderly Conduct	N Main Street
Disorderly Conduct on North Main Street.			
2/19/20 19:26	20BA001571	Assist - Public	Metro Way
Public assist on Metro Way			
2/19/20 19:19	20BA001570	Traffic Stop	Granite St
2/19/20 18:55	20BA001569	Accident - Non Reportable	Summer St
Parking lot Motor Vehicle Accident on Summer Street.			
2/19/20 18:34	20BA001568	Assist - Other	N Main St
Public Assist homeless individual find housing on North Main Street			
2/19/20 17:56	20BA001567	Welfare Check	Washington St
Welfare Check on Washington St			
2/19/20 17:16	20BA001566	Intoxication	Bugbee Ave
Prescription Medication Overdose on Bugbee Ave.			
2/19/20 14:38	20BA001565	Assist - Agency	Bugbee Ave
2/19/20 14:28	20BA001564	911 Hangup	Ayer St
2/19/20 13:10	20BA001563	911 Hangup	Washington St

# Media Log Report

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100</b>			
<b><u>Barre City Police Department</u></b>			
2/19/20 12:06	20BA001561	Assist - Public	Vt Route 62
Check for traffic hazard reported on Rt 62.			
2/19/20 11:06	20BA001562	Drugs - Sale	Barre City Police Dept.
2/19/20 10:37	20BA001560	Assist - Other	North Main St Barre Vt 05641
2/19/20 10:11	20BA001559	Traffic Stop	N Seminary St
Traffic stop for vehicle with an expired inspection sticker on N. Seminary Street.			
2/19/20 10:11	20BA001558	Assist - Other	N Main St
Paperwork to court.			
2/19/20 10:09	20BA001557	Assist - Agency	Cabot Street
2/19/20 3:01	20BA001556	Noise	Kent Place
2/19/20 2:27	20BA001555	Larceny - from Building	S Main St
Larceny from a building on South Main St.			
2/19/20 2:17	20BA001554	Noise	Washington St
2/19/20 0:55	20BA001553	Parking - Winter Ban - Ticket	Fourth St Barre, Vt 05641
2/18/20 22:17	20BA001552	Prisoner - Lodging/Releasing	Fourth St
Agency assist Fourth Street			
2/18/20 22:01	20BA001551	Motor Vehicle Complaint	Berlin St
Motor Vehicle Complaint on Berlin Street			
2/18/20 21:36	20BA001549	Overdose	North Main St
Overdose on South Main Street			
2/18/20 21:32	20BA001548	Prisoner	Fourth St
2/18/20 21:30	20BA001547	Prisoner - Lodging/Releasing	Fourth St
agency assist Fourth Street			
2/18/20 21:15	20BA001550	Assist - Public	Merchant St
citizen Assist Fourth Street.			
2/18/20 21:00	20BA001546	Disturbance	North Main St
Disturbance on North Main Street.			
2/18/20 19:48	20BA001545	Prisoner - Lodging/Releasing	Fourth St
Prisoner Release			
2/18/20 18:14	20BA001544	Prisoner	Fourth St
2/18/20 18:11	20BA001543	Prisoner - Lodging/Releasing	Fourth St



**Media Log Report**

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
2/18/20 17:53	20BA001542	<i>Animal Problem</i>	Skyline Drive
Animal Problem on Skyline Drive.			
2/18/20 17:10	20BA001541	<i>Threats/Harassment</i>	Orange St
Juvenile problem on Orange Street.			
2/18/20 16:47	20BA001540	<i>Property - Found</i>	North Main St
Found property.			
2/18/20 16:01	20BA001539	<i>Suspicious Person</i>	Hall St
Suspicious person on Hall Street.			
2/18/20 15:44	20BA001538	<i>Arrest Warrant - In State</i>	Hilltop Inn
2/18/20 15:15	20BA001537	<i>Suspicious Event</i>	Ayers St
2/18/20 14:18	20BA001536	<i>Disturbance</i>	Kent Place
disturbance Kent Place			
2/18/20 13:34	20BA001535	<i>Accident - LSA</i>	Batchelder St
Accident on Batchelder Street.			
2/18/20 13:01	20BA001534	<i>Missing Person</i>	Berlin St
Mission Person on Berlin Street.			
2/18/20 12:31	20BA001533	<i>Assist - Agency</i>	Shurtleff Pl
Agency Assist Shurtleff Place			
2/18/20 11:55	20BA001532	<i>Computer Crime</i>	Fourth St
SUI referral			
2/18/20 11:51	20BA001531	<i>Background Investigation</i>	Fourth St
2/18/20 11:49	20BA001530	<i>Assist - Motorist</i>	washington / perry st
motorist assist Washington St			
2/18/20 11:25	20BA001529	<i>Accident - Non Reportable</i>	North Main St #
Accident on North Main Street.			
2/18/20 11:24	20BA001528	<i>Assist - Public</i>	John St
Public assist.			
2/18/20 11:14	20BA001527	<i>Assist - Public</i>	Garden St
Assist-Public on Garden Street.			
2/18/20 10:00	20BA001526	<i>Motor Vehicle Complaint</i>	N Main St
Erratic driver on Maple Ave.			
2/18/20 9:18	20BA001525	<i>Assist - Other</i>	Fourth St
Parking issues.			
2/18/20 9:16	20BA001524	<i>Suspicious Event</i>	South Main St
2/18/20 9:06	20BA001523	<i>Assist - Other</i>	N Main St
Assist-Other on North Main Street.			
2/18/20 8:47	20BA001522	<i>Assist - Other</i>	Fourth St

**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
assist other Fourth St			
2/18/20 8:43	20BA001521	Accident - Property damage only	Parkside Ter
2/18/20 7:51	20BA001520	Assist - Agency	N Main St
agency assist N Main St			
2/18/20 7:24	20BA001519	Alarm - Security	Granite St
Security alarm activation on Granite St.			
2/18/20 5:32	20BA001518	Alarm - Security	Granite St
Security alarm activation on Granite St.			
2/18/20 3:07	20BA001517	Property Return / Disposal	Fourth St Barre, Vt 05641
property disposal Barre City			
2/18/20 2:26	20BA001516	Assist - Agency	Carnes Rd
Assist Barre Town Police with a security alarm activation on Carnes Rd.			
2/18/20 1:13	20BA001515	Parking - Winter Ban - Ticket	Fourth St Barre, Vt 05641
Winter parking ban enforcement.			
2/17/20 23:57	20BA001513	Assist - Agency	Fourth St
Assisted VSP with a prisoner arrested on a warrant			
2/17/20 23:57	20BA001514	Traffic Stop	NORTH MAIN ST / BLACKWELL ST
Traffic Stop on North Main Street for speeding.			
2/17/20 23:39	20BA001512	Traffic Stop	N Main St
Traffic Stop on North Main Street for Speeding.			
2/17/20 22:48	20BA001511	Traffic Stop	Washington St
Traffic Stop On Washington Street for Speeding			
2/17/20 22:30	20BA001510	DLS	East Barre RD / Poulin auto
Traffic stop leads to arrest for criminal suspension on Washington St.			
2/17/20 22:24	20BA001509	Traffic Stop	Hill St
Traffic Stop on Hill Street for running stop sign			
2/17/20 19:39	20BA001508	Animal Problem	Currier St
Lost dog reported on Currier St.			
2/17/20 19:11	20BA001507	Traffic Stop	S Main St / Ayer St
Traffic Stop on Ayers Street for running red light			
2/17/20 18:18	20BA001506	Traffic Stop	Allen St
Traffic stop for speed on Allen St.			
2/17/20 17:56	20BA001505	VIN verification	Grant Ave
vin verification Grant Street			
2/17/20 17:45	20BA001504	Juvenile Problem	Branch St
Juvenile Problem on Branch Street.			
2/17/20 16:53	20BA001503	Accident - Property damage only	North Main St / VT Rt 62
Minor motor vehicle collision at Jiffy Mart			
2/17/20 16:42	20BA001502	Welfare Check	N Main St

**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
welfare check North Main Street 2/17/20 16:11	20BA001501	<i>Drugs - Sale</i>	Barre City Police Dept.
Drug Sale Barre 2/17/20 15:41	20BA001500	<i>Animal Problem</i>	Barre City
Animal problem. 2/17/20 15:13	20BA001499	<i>911 Hangup</i>	West St
911 Hangup on West Street. 2/17/20 14:28	20BA001498	<i>Traffic Stop</i>	vt rte 63 / south barre rd
2/17/20 14:21	20BA001497	<i>Motor Vehicle Complaint</i>	North Main St
Disabled vehicle on N. Main Street. 2/17/20 13:58	20BA001496	<i>Directed Patrol - Motor Vehicle</i>	Fourth St
Directed Patrol Barre 2/17/20 13:46	20BA001495	<i>Suspicious Person</i>	North Main St
suspicious person N Main St 2/17/20 13:32	20BA001494	<i>Assist - Public</i>	Ayers St
2/17/20 10:58	20BA001493	<i>Traffic Stop</i>	n main s / n end deli
Traffic Stop on North Main Street. 2/17/20 10:15	20BA001492	<i>Assist - Public</i>	N Main St
public assist N Main St 2/17/20 8:20	20BA001491	<i>Prisoner - Lodging/Releasing</i>	Fourth St Barre, Vt 05641
prisoner release Barre City 2/17/20 6:17	20BA001490	<i>TRO/FRO Violation</i>	Tremont St
Citizen Assist. 2/17/20 1:05	20BA001489	<i>Parking - Winter Ban - Ticket</i>	Fourth St Barre, Vt 05641
Winter parking ban enforcement. 2/16/20 23:32	20BA001488	<i>Noise</i>	Long Street
Noise complaint on Long St. 2/16/20 21:22	20BA001487	<i>TRO/FRO Service</i>	Fourth Street
TRO service at CVMC 2/16/20 20:34	20BA001486	<i>Accident - LSA</i>	North Main St
Late reported accident for insurance purposes on N Main Street. 2/16/20 20:09	20BA001485	<i>Traffic Stop</i>	N Main Street
Traffic stop on N Main St. leads to alcohol offense 2/16/20 19:31	20BA001484	<i>Noise</i>	Spaulding Street
Noise complaint investigated on Spaulding St. 2/16/20 17:56	20BA001483	<i>Untimely Death</i>	N Main St
Investigated untimely death on N Main Street. 2/16/20 17:06	20BA001482	<i>Domestic Disturbance</i>	Bugbee Ave

# Media Log Report

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100      Barre City Police Department</b>			
Domestic disturbance on Bugbee Ave,			
2/16/20 15:50	20BA001481	Prisoner	Fourth St
2/16/20 15:42      20BA001480      Prisoner - Lodging/Releasing      Fourth St			
Prisoner lodging on Fourth Street			
2/16/20 15:06	20BA001479	Disorderly Conduct	North Main St
disorderly conduct N Main St			
2/16/20 14:09	20BA001478	Assist - Public	Washington St
Assist Public on Washington Street.			
2/16/20 14:01	20BA001477	Drugs - Intel received	South Main
Drug Intel on South Main Street.			
2/16/20 11:32	20BA001476	Assist - Public	Fourth St
public assist Barre City			
2/16/20 11:20	20BA001475	Suspicious Event	Tremont St / Currier St
Suspicious Event on Tremont Street.			
2/16/20 10:34	20BA001474	Alarm - Security	North Main St
Alarm N. Main St			
2/16/20 10:30	20BA001473	Assist - Public	Highgate Drive
public assist Highgate Dr			
2/16/20 10:14	20BA001472	Domestic Disturbance	Kent Place
disturbance Kent Place			
2/16/20 9:59	20BA001471	Assist - Public	Highgate Drive
public assist Highgate Dr			
2/16/20 8:29	20BA001470	Domestic Disturbance	Kent Place
disturbance Kent Place			
2/16/20 5:49	20BA001469	Noise	Spaulding St
noise Spaulding St			
2/16/20 3:34	20BA001468	Parking - Winter Ban - Ticket	Fourth St
Winter ban			
2/15/20 23:02	20BA001467	Welfare Check	Prospect Street
Welfare check on Prospect Street.			
2/15/20 21:19	20BA001466	TRO/FRO Service	Tremont Street
Agency Assist Tremont Street			
2/15/20 19:39	20BA001465	Parking - Winter Ban - Ticket	Spaulding Street
Parking ticket issued in violation of Winter Ban on Spaulding Street.			
2/15/20 18:10	20BA001464	Noise	Spaulding St
Noise complaint on Spaulding Street.			
2/15/20 17:50	20BA001463	Welfare Check	North Main St
Welfare check requested on N Main Street.			
2/15/20 15:31	20BA001462	Parking - General Violation	Elmore St
Parking problem on Elmore Street.			

**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
2/15/20 13:14	20BA001461	Noise	Church St
Noise Disturbance on Church Street			
2/15/20 12:18	20BA001460	Suspicious Event	River St
suspicious event River St			
2/15/20 11:31	20BA001459	Property Return / Disposal	Fourth St
property disposal Barre City			
2/15/20 9:24	20BA001458	Domestic Disturbance - Non-Rej	Elmore St
Domestic Disturbance on Elmore Street.			
2/15/20 6:40	20BA001457	Assist - Public	Pearl St
Suspicious incident on Pearl St.			
2/15/20 4:33	20BA001456	Suspicious Event	Eastern Avenue
Report of juveniles that might have vandalized/burglarized a residence on Eastern Ave.			
2/15/20 4:24	20BA001455	Suspicious Event	Pearl St
Suspicious event reported on Pearl Street.			
2/15/20 4:11	20BA001454	Prisoner - Lodging/Releasing	Fourth St Barre
Released person in protective custody			
2/15/20 3:48	20BA001453	Suspicious Vehicle	N Main St
Suspicious vehicle on N Main Street.			
2/15/20 2:08	20BA001452	Parking - Winter Ban - Ticket	north main st / nelson
Multiple tickets issued for winter ban on N Main Street, College Street, French Street, Plain Street and N. Seminary Street.			
2/15/20 1:48	20BA001451	Assist - Public	Fourth St Barre Vt 05641
Citizen assist			
2/15/20 0:13	20BA001450	Welfare Check	Green Acres
Welfare Check on Green Acres.			
2/14/20 23:19	20BA001449	Traffic Stop	Washington Street
Traffic stop on Warren St.			
2/14/20 23:15	20BA001448	Assist - Other	Church St
Citizen assist at the Police Department.			
2/14/20 22:52	20BA001447	Alarm - Security	Batchelder St
Residential motion alarm on Batchelder St.			
2/14/20 22:41	20BA001446	Assist - Agency	Fourth St
Assisted Northfield PD with transferring prisoner custody to Washington County Sheriff's Department.			
2/14/20 22:39	20BA001445	Suspicious Vehicle	N Main Street
Suspicious Vehicle on North Main Street.			
2/14/20 22:24	20BA001444	Traffic Stop	N Main St
Traffic stop on N. Main St.			
2/14/20 22:03	20BA001443	Traffic Stop	S Main Street
Traffic stop on S. main St			
2/14/20 21:42	20BA001442	Suspicious Vehicle	Park St
Suspicious vehicle reported on Park St.			

**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
2/14/20 21:15	20BA001441	<i>Motor Vehicle Complaint</i>	Hill St
Motor Vehicle Complaint on Hill Street.			
2/14/20 20:39	20BA001440	<i>Prisoner - Lodging/Releasing</i>	Fourth Street
Released prisoner to Washington County Sheriff's Department for transport to Vermont Correctional Facility			
2/14/20 20:11	20BA001439	<i>Prisoner</i>	Fourth St
2/14/20 20:06	20BA001438	<i>Prisoner - Lodging/Releasing</i>	Fourth St
Lodged prisoner.			
2/14/20 19:54	20BA001437	<i>Arrest Warrant - In State</i>	Fourth St
Arrest on warrant at the PD.			
2/14/20 19:32	20BA001436	<i>Property - Found</i>	Fourth St
Property turned into the police department.			
2/14/20 19:08	20BA001435	<i>Traffic Stop</i>	East Montpelier Road
Traffic stop on East Montpelier Rd.			
2/14/20 18:46	20BA001434	<i>Traffic Stop</i>	Washington Street
Traffic stop on Washington St.			
2/14/20 18:28	20BA001433	<i>Assist - Agency</i>	Fourth Street
Assist-Agency on Fourth Street			
2/14/20 18:14	20BA001432	<i>Traffic Stop</i>	Allen St
Traffic stop on Allen St.			
2/14/20 17:44	20BA001431	<i>Traffic Stop</i>	Maple Ave / Reed St
Traffic stop on Maple Ave.			
2/14/20 16:35	20BA001430	<i>Larceny - Retail Theft</i>	N Main Street
larceny n main st			
2/14/20 16:14	20BA001429	<i>Accident - Injury to person(s)</i>	Academy St / Washington St
accident property damage Washington St			
2/14/20 16:12	20BA001428	<i>Prisoner</i>	Fourth St
2/14/20 16:11	20BA001427	<i>Prisoner - Lodging/Releasing</i>	Fourth St
prisoner lodging Barre City			
2/14/20 16:08	20BA001426	<i>Accident - Non Reportable</i>	N Main Street
Reported leaving the scene of an accident on N Main Street.			
2/14/20 15:38	20BA001425	<i>Assault - Simple</i>	First St
Assault on First Street.			
2/14/20 15:28	20BA001424	<i>Intoxication</i>	Church St
intoxication Church St			
2/14/20 15:21	20BA001423	<i>Animal Problem</i>	Washington St / Church St
2/14/20 15:00	20BA001422	<i>Drugs - Sale</i>	Barre City Police Dept.

# Media Log Report

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
2/14/20 14:52	20BA001421	Accident - LSA	Brook St
LSA Brook St			
2/14/20 14:46	20BA001420	Assist - Other	S Barre Rd
Assist-Other on South Barre Road.			
2/14/20 13:55	20BA001419	Threats/Harassment	Maple Ave / N Main St
2/14/20 13:50	20BA001418	Intoxication	N Main St
intoxication N Main St			
2/14/20 13:20	20BA001417	Drugs - Intel received	Fourth St
2/14/20 13:16	20BA001416	Search	Fourth St
2/14/20 13:09	20BA001415	Assist - Motorist	Merchants Row / TD Bank
motorist assist Merchants Row			
2/14/20 13:02	20BA001414	Traffic Stop	Merchants Row / TD Bank
traffic stop Merchants Row			
2/14/20 12:52	20BA001413	Suspicious Person	N Main St
suspicious person n main st			
2/14/20 12:14	20BA001412	Assist - Agency	Fourth Street
2/14/20 11:40	20BA001411	Accident - Non Reportable	North Main St
tcnr n main st			
2/14/20 11:10	20BA001410	Alcohol Offense	Ayers St
Intoxicated student			
2/14/20 10:39	20BA001409	Threats/Harassment	Washington St
Threatening complaint.			
2/14/20 10:19	20BA001408	Assist - Agency	Bergeron St
SOR violation Fourth St			
2/14/20 7:58	20BA001407	Assist - Agency	Fourth St
Agency assist.			
2/14/20 7:58	20BA001406	Sex Offender Compliance Check	Fourth St
SOR compliance check Barre City			
2/14/20 2:13	20BA001405	Suspicious Vehicle	North Main St
Suspicious vehicle on North Main St.			
2/14/20 1:29	20BA001404	Parking - Winter Ban - Ticket	North Main St #
Winter parking ban enforcement.			
2/14/20 1:00	20BA001403	Threats/Harassment	South Main St
Female in business on South Main St who is scared of a male outside the store.			
2/14/20 0:49	20BA001402	Supervisory Duties - Case Review	
Supervisory Duties- Case Review			
2/14/20 0:17	20BA001401	911 Hangup	Mill st / blodgett ave

**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
911 Open Line on Mill Street			
2/13/20 23:21	20BA001400	<i>Intoxication</i>	South Main Street
Report of possibly intoxicated pedestrian on S Main Street.			
2/13/20 22:05	20BA001399	<i>Animal Problem</i>	Bromur St
Animal Problem on Bromer Street			
2/13/20 19:43	20BA001398	<i>Juvenile Problem</i>	Green Acres
Juvenile issue on Chatot Street.			
2/13/20 18:26	20BA001397	<i>Traffic Stop</i>	Summer St
Traffic Stop for Speeding on Summer Street			
2/13/20 18:15	20BA001396	<i>Traffic Stop</i>	Burnham St
Traffic Stop on Burnham Street for no lights at night			
2/13/20 18:00	20BA001395	<i>Assist - Other</i>	John St
Citizen assist on John Street.			
2/13/20 17:46	20BA001392	<i>Assist - Public</i>	Washington Street
Suspicious Event on Washington Street			
2/13/20 17:41	20BA001394	<i>Animal Problem</i>	Church St
Barking dog on Church Street.			
2/13/20 17:27	20BA001393	<i>Neighborhood Watch Meeting</i>	Auditorium Hill
2/13/20 16:36	20BA001391	<i>Assist - Public</i>	Granite Street
Public assist.			
2/13/20 15:19	20BA001390	<i>Traffic Stop</i>	Circle St / Ayer St
Traffic stop on Circle St.			
2/13/20 15:05	20BA001389	<i>Disorderly Conduct</i>	Parkside Terr
juv issue			
2/13/20 14:45	20BA001388	<i>Traffic Stop</i>	Seminary St / Laurel St
Traffic stop on Seminary St.			
2/13/20 14:43	20BA001387	<i>Assist - Other</i>	Fourth St
Public assist.			
2/13/20 14:40	20BA001386	<i>Traffic Stop</i>	Maple Avenue
Traffic stop on Maple Ave.			
2/13/20 13:53	20BA001385	<i>Traffic Stop</i>	Maple Avenue
Traffic stop on Maple Ave			
2/13/20 13:25	20BA001384	<i>Suspicious Vehicle</i>	Allen St / Prospect St
Suspicious vehicle.			
2/13/20 13:08	20BA001383	<i>Traffic Stop</i>	south main st / rub a dub
Traffic stop on N. Main St.			
2/13/20 13:05	20BA001382	<i>VIN verification</i>	Parkside Ave
2/13/20 12:54	20BA001381	<i>Traffic Stop</i>	N Main St / Richardson Rd



**Media Log Report**

Rev.01/26/12

**From:** 02/13/2020 0:38**To:** 02/20/2020 7:04

<b>Date/Time</b>	<b>Incident #</b>	<b>Call Type</b>	<b>Location</b>
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
Traffic stop on Richardson Rd			
2/13/20 12:13	20BA001380	Traffic Stop	Prospect St
Traffic stop on Prospect St.			
2/13/20 12:04	20BA001379	Traffic Stop	Prospect St / Highgate Dr
Traffic Stop on Prospect St.			
2/13/20 11:51	20BA001378	Traffic Stop	South main st / dollar general
Traffic stop on S. Main St.			
2/13/20 11:46	20BA001376	Traffic Stop	North Main st / Ayers Auto
Traffic Stop			
2/13/20 11:38	20BA001377	Suspicious Event	Spaulding St
2/13/20 11:25	20BA001375	Traffic Stop	Farwell St
Traffic Stop			
2/13/20 11:18	20BA001374	Traffic Stop	Circle St
Traffic Stop			
2/13/20 11:10	20BA001373	Traffic Stop	South Main St / Quarry St
Traffic Stop			
2/13/20 10:55	20BA001372	Traffic Stop	Brook St / Farwell St
Traffic Stop			
2/13/20 10:43	20BA001371	Traffic Stop	Maple Ave
Traffic Stop			
2/13/20 10:37	20BA001370	Motor Vehicle Complaint	Beckley St / N Main St
Motor vehicle complaint.			
2/13/20 10:22	20BA001369	Assist - Other	Us Rt 2
2/13/20 10:08	20BA001368	Traffic Stop	N Main St / Richardson Rd
Traffic Stop			
2/13/20 10:05	20BA001367	Winter Ban Parking - Returns	Fourth
vehicle released from winter ban tow N. Main St			
2/13/20 9:45	20BA001366	Alarm - Security	Perry St
Alarm at McFarland building.			
2/13/20 9:35	20BA001365	Suspicious Event	Allen St / Barre Town Line
Attempt to locate wanted person.			
2/13/20 9:22	20BA001364	Supervisory Duties - Case review	4th Street
2/13/20 8:39	20BA001363	Welfare Check	Prospect st / country way
Suspicious person			
2/13/20 8:30	20BA001362	Directed Patrol - Other	Fourth St
2/13/20 8:29	20BA001361	Assist - Agency	Ayers Street
CSP Meeting			

# Media Log Report

Rev.01/26/12

From: 02/13/2020 0:38

To: 02/20/2020 7:04

---

Date/Time	Incident #	Call Type	Location
<b>ORI: VT0120100</b>		<b><u>Barre City Police Department</u></b>	
2/13/20 8:23	20BA001360	Assist - Public	N Main St
Public Assist N. Main St			
2/13/20 7:52	20BA001359	Accident - Non Reportable	Merchants Row / Blanchard Block
Motor vehicle accident on Washington and N. Main.			
2/13/20 1:41	20BA001358	Parking - Winter Ban - Ticket	Fourth St Barre, Vt 05641
Winter parking ban enforcement.			
2/13/20 0:38	20BA001357	Intoxication	Washington St
Intoxication on Washington Street.			
<b>Total Incidents</b>		<b>227</b>	

---