

**Town of Pomfret SPECIALN Selectboard Meeting Agenda**  
**Town Offices**

5238 Pomfret Road

No Pomfret, VT. 05053

Wednesday, November 11, 2020

6:00 p.m.

Agenda	Presenter	Time Frame
1. Call to Order	Chair	6:00
2. Public Comment		
3. Agenda Review		
4. Items for Discussion or Vote a. Highway Budget b. Culvert Proposal		
5. Meeting Wrap-U; a. Select Board Correspondence b. Review of Assignments c. Agenda Items for Next Meeting d. Meeting Adjournment		

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HARRINGTON CIVIL ENGINEERS, INC.

P.O. Box 283, North Pomfret, VT 05053

Phone: (802) 457 - 1299 Email: HarringtonCivilEngineers@gmail.com

Civil Engineering - Planning - Permitting - Construction Assistance

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**Culvert Design**

This agreement is to confirm that engineering services as described below are to be performed by Harrington Civil Engineers, Inc., hereinafter referred to as the ENGINEER or HCEI, and requested by:

Name:           **Town of Pomfret**  
(hereinafter referred to as CLIENT)

Address:       **5218 Pomfret Road**  
**North Pomfret, VT 05053**

Date:           **November 5, 2020**

1. **Project Understanding:** The purpose of the engineering work herein is to perform the engineering necessary to apply for a Vermont Better Back Road Grant to replace a failing culvert located under Pomfret Road and approximately 700 feet north of the Johnson Road intersection.
2. **Scope of Services:**

Scope of services are defined as follows:

- **TASK 1 – Kick Off Meeting / Soil Exploration** – Meet on site with Town and State Engineer to discuss site specific design considerations for culvert. Meeting will be followed by test pits at site to determine soil type, depth to ledge, and estimated bearing capacity of soils. This will include observation of approximately two-feet below anticipated structure depth or to ledge. It is assumed in this scope that two test pits will be performed, one on either side of the drainage structure in the roadway. It is assumed that the Town of Pomfret will be responsible for digging the test pits and also for the necessary coordination with Dig Safe prior to test pits. It is further assumed that the Town will provide the necessary traffic control measures during test pit excavations.
- **TASK 2 – Survey & Base Map** – A detailed survey of the culvert area and surrounding area that will be necessary for design purposes including topography, culvert, road, trees, and other pertinent features, no boundary work is include in the scope. An assumed three rod right of way will be used. Assumed datum will be used. Preparation of boundary surveys and/or recordable easement plans are not included in the estimate but could be provided as an additional service if deemed

necessary. Survey will be followed by preparation of the existing conditions base map.

- TASK 3 – Preliminary Plans –Preliminary plans will include four plan sheets total to include a cover sheet, an existing conditions site plan sheet, a proposed conditions site plan sheet with cross sections, and stream profile, and a detail

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sheet that will include details and notes for wing walls, slope armoring, roadway sections, and other miscellaneous details as appropriate. It is assumed that the structure will be a precast four sided box culvert and as such will be structurally engineered to appropriate loading conditions by the precast supplier. Submit digital and/or paper copies to the Town of Pomfret, VTrans (District 4), and the State River Engineer for review and input. Attendance to one Selectboard meeting is assumed to present and discuss plans as necessary. Any comments received will be incorporated into final plans.

- TASK 4 – Final Plans – Final plans will be prepared that will incorporate all comments and input received from review of the preliminary plans. Final plans will be submitted to the Town of Pomfret in digital and/or paper form as requested. This scope is intended to provide the information needed for a state Better Back Road Grant application submittal and as such no permit application work has been assumed.
  - Work not anticipated and therefore not assumed includes:
    - boundary survey
    - wetlands delineation
    - permitting work \*
    - additional meeting attendance
  - contract administration or construction assistance - any work not explicitly stated above

\* This work can be used to move forward with the stream alteration permitting when ready.

3. **Fees:** Fees for services described above will be billed on a lump sum basis for a lump sum fee of \$ 8500. A retainer in the amount of \$ 2000 will be required prior to commencement of work. This retainer will be credited in the final invoice.

Any work that is not included in this agreement can be performed upon approval by the CLIENT on a time and expense bases in accordance with the company fee schedule below:

Senior Engineer @ \$110 / hr, Surveyor (with total station) \$100/hr, Senior Tech/  
Drafting @ \$90/hr, Engineer Intern / Drafting @ \$60 / hr, Administrative @ \$50/  
hr, Blueprints @ \$4 each, Mileage @ .58 / mile

4. **Furnishing of Documents:** The ENGINEER shall furnish the client with the following documents: Preliminary Opinion Report and correspondence that pertain to the project outlined herein, as requested by the CLIENT.
  
5. **Estimated Completion Date:** Work can commence within two weeks of authorization to proceed. Estimated timeline for completion is December 15, 2020. In the event that the ENGINEER is obstructed or delayed in the completion of said services by any act of the CLIENT or CLIENT'S agents or by any act beyond the control of the ENGINEER including but not limited to, illness, inclement weather, failure of equipment,

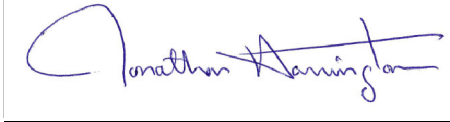
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unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving regulatory agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent to the time lost by reason of any or all of the above described causes.

6. **Special Instructions and/or Provisions:** The attached standard conditions for engagement shall be considered part of this agreement.

IN WITNESS WHEREOF, the parties hereto agree to the above terms of this agreement.

\_\_\_\_\_  
CLIENT (or authorized representative of CLIENT)



Jonathan C. Harrington, P.E.  
President, Harrington Civil Engineers, Inc.

\_\_\_\_\_  
Date

11 - 05 - 2020  
Date

**HARRINGTON CIVIL ENGINEERS, INC.**  
**STANDARD TERMS AND CONDITIONS FOR ENGAGEMENT OF SERVICES**

**These conditions are considered to be a part of the Agreement between the CLIENT and Harrington Civil Engineers, Inc. ("HCEI").**

1. **Payment:** Payment for the above described services shall be due within 15 days of presentation of the HCEI invoice. Lump sum work will be invoiced based upon an estimate of percent complete as determined by HCEI. Hourly services will be invoiced monthly on a time, materials, and expense basis.
2. **Collections:** CLIENT shall pay interest at a rate of 1.5% per month on all unpaid amounts after thirty (30) days. CLIENT agrees to pay all costs and expenses incurred by HCEI in connection with collection of any amounts owed to HCEI including, without limitation, all attorneys' fees and costs incurred to enforce any of the terms of the parties' Agreement, whether or not suit is initiated.
3. **Cost Estimates:** If HCEI has provided an estimate for the cost of its services, CLIENT agrees that such an estimate is not a guaranty or warranty and that HCEI does not control the cost of labor, materials, or construction. CLIENT understands that fees and costs may exceed any estimates provided by HCEI.
4. **Ownership of Documents:** All documents, including original drawings, estimates, specifications, field notes, and data are and shall remain the sole and exclusive property of the ENGINEER as instruments of service. The CLIENT may, at his/her expense, obtain record prints of the drawing, in consideration of which the CLIENT will use them solely in connection with the above described project and not for the purpose of making subsequent modifications, additions, or enlargements thereof. HCEI shall have the right to document the progress and completion of project through video and/or photographic means. HCEI shall be entitled to use said documentation for marketing purposes.
5. **Instruments of Service:** Any drawings, documentation, information produced, or other work product generated by HCEI shall be considered HCEI's instruments of service and shall remain the property of HCEI. These instruments of service may not be used for any other projects or clients or otherwise reused, modified, or altered in any way without HCEI's written permission. Any reuse, modification, or reproduction of HCEI's instruments of service shall be at the CLIENT's sole risk and CLIENT agrees to indemnify and hold HCEI harmless from all claims, damages, loss and expenses including attorneys' fees and costs of defense and settlement arising out of such reuse, modification, or reproduction by CLIENT or others acting through or on behalf of CLIENT.
6. **Electronic Files for Convenience:** HCEI may at its sole discretion provide electronic copies or versions of information or instruments of service, but CLIENT agrees that if done, it is solely for CLIENT's convenience and that CLIENT may only rely upon printed hard copies of HCEI's instruments of service that have been signed and sealed by HCEI. The hard copy documents bearing HCEI's signature and seal are the controlling instruments of service. Any use, reuse, dissemination or reproduction of any electronic files or information provided by HCEI shall be at the CLIENT's sole risk and Client agrees to indemnify and hold HCEI harmless from all claims, damages, loss and expenses including attorneys' fees and costs of defense and settlement arising out of the use of such electronic information by CLIENT or others acting through or on behalf of CLIENT.
7. **Warranty Disclaimer:** HCEI will perform its services in accordance with the applicable standard of care, but does not otherwise warrant or guaranty its work and expressly disclaims any such warranties and any other express or implied warranties.
8. **Limitation of Liability:** CLIENT agrees to limit the liability of HCEI, its owners, employees, consultants and agents for any damages for all claims, disputes or other matters arising out of or relating to this Agreement, under any legal theory, such that the total aggregate liability, including legal fees and expenses, shall not exceed the amount paid to HCEI for services rendered to Client.
9. **Right of Entry:** By accepting these terms, CLIENT is affirming that it is the owner of the property on which HCEI's services are to be performed and is allowing HCEI access to the property to complete its work, or that CLIENT has the express permission of the owner of the property to allow HCEI access to perform its services. HCEI is not responsible for damages to the property or to anything on the property caused through normal and customary execution of HCEI's work, and CLIENT hereby waives all potential claims for such damage.
10. **Waiver of Consequential Damages:** CLIENT waives consequential damages for all claims, disputes or other matters arising out of or relating to the parties' Agreement or HCEI's work for CLIENT.
11. **Limitation Period:** Any legal action arising out of or relating to the parties' Agreement or HCEI's work for CLIENT must be commenced within one (1) year from the date when HCEI completes its work under this Agreement, or when HCEI last performs any work for CLIENT under this Agreement, whichever event is earlier. Failure to bring such an action within this time period shall be a complete bar to any claims against HCEI arising out of HCEI's work for CLIENT or this Agreement, and shall be a waiver of any such claims.
12. **Amendment of Agreement:** The Agreement may be amended only in writing signed by both the CLIENT and HCEI.

13. **Termination:** This Agreement may be terminated by either party following five (5) days written notice, because of persistent failures of performance of material, terms or conditions of Agreement by the other party through no fault of the terminating party. HCEI shall then be paid for the services completed up to the time of the termination date based on the above described fees. HCEI is entitled to work performed at the time of termination. Should this Agreement be terminated, HCEI shall not be required to perform any additional services, but the remaining aspects of the Agreement shall survive termination.
14. **Applicable:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Vermont.

