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September 2, 2016

Re: Agreement for Engineering Services
Middlebury Water Reservoir Concrete Slab Rehabilitation

EV# Proj #16690

Dear Dan:

This letter proposes that Engineering Ventures will provide certain professional engineering services, referred to as the WORK, to the Town of Middlebury for the Water Reservoir Concrete Slab rehabilitation project. This letter will become an Agreement when fully executed within 60 days by a duly authorized agent of the Town of Middlebury.

SCOPE OF SERVICES

The Scope of Services to be provided by Engineering Ventures is outlined in Attachment 1. The work is generally described as the visual review of exterior concrete and development of repair details for a town concrete water reservoir. The reservoir has two cells and is 160'-0"x80'-0" in plan and 20'-0" deep. Grade around the reservoir is within 5 feet of the roof slab. The roof is a two way concrete slab and is supported on perimeter walls and (18) interior concrete columns. In order for Engineering Ventures to complete these services, certain requirements for the Town of Middlebury or others may also be included in Attachment 1.

A summary of Assumptions and Excluded Services is also included in Attachment 1. Please review these assumptions and let us know if we have misinterpreted the requirements of the project and should add or delete items from the proposed Scope of Work.

STANDARD TERMS AND CONDITIONS

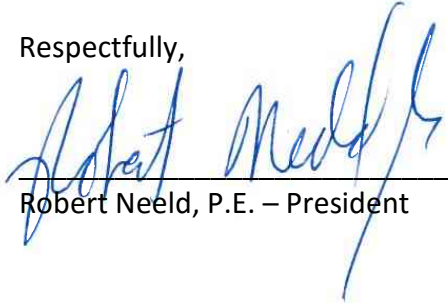
Refer to Attachment 2 for the Standard Terms and Conditions that govern this contract, in which the Town of Middlebury is referred to as the "CLIENT".

PAYMENT FOR SERVICES


In consideration for the WORK provided by Engineering Ventures, CLIENT will pay Engineering Ventures on an hourly basis at Engineering Ventures' standard rates. Customary reimbursable expenses will be billed at cost plus 10% in addition to the hourly fee. An estimate for this fee is \$7,500.

If this proposal is acceptable, please sign and return one executed copy to me. We are pleased to have the opportunity to be of service.

Respectfully,



Robert Neeld, P.E. – President



William Nourse, P.E. – Project Manager

ACCEPTANCE

CLIENT accepts this Agreement and hereby directs Engineering Ventures to proceed with the Scope of Services and acknowledges that it has the budgeted and approved financial resources for this project and intends to pay for satisfactory completion of the services rendered in accordance with the conditions stated herein.

Signature - CLIENT

Date

Typed/Printed

Position/Title

**ATTACHMENT 1
STRUCTURAL ENGINEERING SCOPE OF WORK**

BASIC SERVICES

Engineering Ventures will provide WORK consisting of:

1. Review of previous condition studies and surveys of the concrete reservoir.
2. Site review of visible or accessible components of reservoir. Note locations of exposed deterioration.
3. Facilitate, as required, coring and testing of existing concrete. Corning and testing to be provided by the owner as required based on visual assessment of existing conditions. Engineering Ventures to be onsite during coring and will facilitate temporary repair of core holes.
4. Develop construction documents (plans, details and specifications) for rehabilitation project. We understand the WORK to include repair details for the following areas:
 - a. Spalled concrete at various locations on the top of reservoir
 - b. Handrail attachment review and reinforcement, as required.
 - c. Detail for repair of construction joint.
5. Work to be conducted in general conformance with codes and reference standards:
 - a. IBC 2012
 - b. Applicable ACI and ICRI Standards
6. Consultation during bidding and construction will be provided including issuance of addenda and clarifications as required.
7. Review of specified contract submittals including shop drawings, product data and samples. Review shall only be for conformance with the design concept and for compliance with the information given in the plans and specifications.
8. Site visits at appropriate intervals to review construction in progress including a final punch list. Three visits are anticipated.

ADDITIONAL SERVICES

The Scope of Work has been developed from the preliminary project description. Every

attempt has been made to provide a Scope of Work that is consistent with the project requirements. However, as the project develops, the Scope of Work may be altered if agreed upon by the CLIENT and Engineering Ventures in accordance with the Terms and Conditions.

If services are requested for design beyond customary review of options during initial phases of the project, or for redesign after the completion of Design Development, the additional Scope of Work will be provided at Engineering Ventures' customary rates for hourly services and expenses or a negotiated fixed fee in accordance with the Terms and Conditions.

ASSUMPTIONS AND EXCLUDED SERVICES

The following assumptions are presented in order to more clearly delineate Engineering Ventures' Scope of Work.

1. Construction Cost Estimating and Value Engineering: Cost estimating is not included as part of our work. We anticipate consulting with the project Construction Manager or Professional Cost Estimator to assist them in developing Construction Cost Opinions. Redesign of the project after the Design Development Phase to reduce the project cost is not included.
2. Existing Buildings:
 - a. In order for Engineering Ventures to document existing conditions, removal of finishes will be required. It is assumed that cutting of holes in the existing building to observe the existing structure and repair of these holes and openings will be provided by others.
 - b. Where existing conditions drawings, reports, or other information related to the work is available, copies shall be made available to Engineering Ventures.
 - c. Review of the existing structure for new snow drift loads by proposed additions is/ is not (CHOOSE ONE) included.
 - d. Design of reinforcing of the existing structure to support new snow drift loads will be provided as an additional service, if needed.
 - e. Review of the impact of additions and renovations on the existing structure for conformance with the current seismic code is/ is not (CHOOSE ONE) included.
 - f. Design of reinforcing of the existing structure to meet current seismic code requirements will be provided as an additional service, if needed.
3. Special Inspections: A Schedule of Special Tests and Inspections in accordance with the International Building Code will be prepared. Testing and Inspection shall be performed by others.

**ATTACHMENT 2
STANDARD TERMS AND CONDITIONS
ENGINEERING VENTURES INC**

WARRANTY/LIABILITY

ENGINEERING VENTURES warrants that it will exercise reasonable care, skill, competence, and judgment consistent with professional engineering standards in performing the WORK. In consideration of ENGINEERING VENTURES' extension of this warranty to the CLIENT, the CLIENT agrees that this warranty shall be exclusive of all other warranties, whether expressed or implied. In no event shall ENGINEERING VENTURES be liable, at any time, for consequential damages.

In recognition of the relative risks, rewards and benefits of the project to both the Client and Engineering Ventures, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Engineering Ventures' total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$ 50,000 or the amount of Engineering Ventures' fee (whichever is greater). Such causes include, but are not limited to, Engineering Ventures' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

BILLING AND PAYMENT

Invoices will generally be submitted monthly for services and reimbursable expenses and are due when rendered. The CLIENT shall pay ENGINEERING VENTURES for all WORK in accordance with the AGREEMENT. CLIENT agrees that payment will be made and recognizes that on-time payment is a material part of the consideration of this AGREEMENT.

If the CLIENT objects to all or any part of an invoice, the CLIENT shall notify ENGINEERING VENTURES within 7 calendar days of receipt of invoice and shall identify the problem, and shall pay any part of the invoice, not in dispute, on time. Any invoices not objected to within such 7-day period shall be deemed accepted by the CLIENT. Disputed amounts are due upon resolution.

An invoice shall be considered past due if not paid within 30 days after the invoice date and Engineering Ventures may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Engineering Ventures does not agree to extend credit, however, a service charge will be charged at 1.5% per month on the unpaid balance.

DISPUTE RESOLUTION - MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and ENGINEERING VENTURES agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OR SUSPENSION OF SERVICES

This AGREEMENT may be terminated by either party with or without cause upon not less than seven

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calendar days written notice. ENGINEERING VENTURES shall be compensated in full for services performed and expenses incurred prior to the date of termination.

If the CLIENT terminates the AGREEMENT or suspends ENGINEERING VENTURES' work on the project for more than 30 days, an equitable adjustment in fees may be required to resume work.

COOPERATION AND ACCESS TO THE SITE

The CLIENT agrees to cooperate fully with ENGINEERING VENTURES and its agents, representatives, and employees in the performance of the WORK and to take any and all such actions as may reasonably be requested by ENGINEERING VENTURES in connection therewith.

Engineering Ventures will have access to the site for activities necessary for the performance of the services. Engineering Ventures will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. Engineering Ventures is not responsible for such costs.

INSURANCE

Engineering Ventures maintains Worker's Compensation insurance as required by State law. Engineering Ventures maintains General Liability, and Professional Liability Coverage. Certificate for insurance coverage will be provided to the Client upon request.

When the CLIENT performs professional design services, the CLIENT agrees that it carries a minimum of \$1,000,000 in Professional Liability Insurance

CHANGES IN THE SCOPE OF WORK

CLIENT may request changes in the WORK of ENGINEERING VENTURES. Such changes, including any increase or decrease in ENGINEERING VENTURES' compensation, which are mutually agreed upon by both parties, shall be incorporated into this AGREEMENT by written amendments signed by both parties.

OWNERSHIP OF DOCUMENTS

Drawings, reports, specifications and other documents (either on paper, or on electronic, magnetic, or other media) as instruments of service, shall remain the property of ENGINEERING VENTURES. The CLIENT shall be permitted to retain copies, including reproducible copies of drawings, reports, specifications and other documents, for information and reference in connection with its use and occupancy of the constructed facility. The documents shall not be used by the CLIENT on other projects, for additions to the project, or for completion of the project by others, provided ENGINEERING VENTURES is not in default under this AGREEMENT, except by AGREEMENT in writing and with appropriate compensation to ENGINEERING VENTURES.

Drawings, reports, specifications and other documents provided on disk are delivered with the understanding that such data is subject to error due to format and disk problems and such data must be checked before use.

SCOPE OF OPINIONS

Unless otherwise specifically stated, any information, documents, records, data, interpretations, or opinions given to the CLIENT by ENGINEERING VENTURES in the course of the performance of the WORK shall be for the CLIENT's sole use and benefit and only in connection with the specific project for which ENGINEERING VENTURES was engaged by the CLIENT, and the same is not intended to be used or relied upon by the CLIENT for any other purpose nor is it intended to benefit or be relied upon by any third party. Any such use or reliance by the CLIENT or third party shall be at the CLIENT's or said third party's own risk.

CONSTRUCTION OBSERVATION

When construction observation is included in the WORK, ENGINEERING VENTURES will visit the project at appropriate intervals or as specifically prescribed to become familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. ENGINEERING VENTURES is not retained to make detailed inspections or provide exhaustive or continuous project review and observation services, and does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

When construction observation is excluded from the work or when the scope of work is modified to exclude these services, the CLIENT waives all claims against ENGINEERING VENTURES for any problems that occur and are due to misinterpretation of ENGINEERING VENTURES' design drawings and specifications.

SHOP DRAWING REVIEW

Corrections or comments made on the shop drawing during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: Confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his or her work with that of all other trades and performing all work in a safe and satisfactory manner.

JOB SITE SAFETY

Neither the professional activities of ENGINEERING VENTURES nor the presence of any of its employees and sub-consultants at a construction site, shall relieve the General Contractor, Construction Manager, or 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. ENGINEERING VENTURES 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.

PERMIT/AGENCY APPROVAL

When permits or public agency reviews may be associated with the WORK, ENGINEERING VENTURES makes no assurances that permits or reviews will be approved.

SCHEDULE & UNEXPECTED CONTINGENCIES

ENGINEERING VENTURES will perform the WORK with due and reasonable diligence consistent with sound professional practice, or as specifically noted in the AGREEMENT, but if delays are caused by labor disputes, fire, unusual delay in transportation, lawfully issued orders, unavailability of materials or equipment, unavoidable casualties or other causes beyond ENGINEERING VENTURES' control, the time for completion shall be extended for reasonable periods of time.

PROJECT BUDGET CONTINGENCIES

The CLIENT shall include a customary contingency in all project construction budgets to cover unforeseen costs in the project.

OPINIONS OF COST

ENGINEERING VENTURES has no control over the costs or price of labor, equipment or materials, or over a contractor's method of pricing. The CLIENT understands that any such opinions of cost provided by ENGINEERING VENTURES are made based on experience and may not accurately compare with bid or actual costs. If more accurate figures are desired, the CLIENT agrees to engage the services of a Professional Cost Estimator.

HIDDEN CONDITIONS IN STRUCTURES

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Engineering Ventures has reason to believe that such a condition may exist, Engineering Ventures shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Engineering Ventures has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Engineering Ventures shall not be responsible for the existing condition nor any resulting damages to persons or property.

ASBESTOS/HAZARDOUS MATERIALS

ENGINEERING VENTURES has no responsibility to identify and report the presence of asbestos or other hazardous materials and no related services are included in this AGREEMENT.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after five years have passed from the date of the final invoice.

SALES TAX

The price for this work does not include state or local sales tax. If any public authority levies a sales tax on any of the WORK to be provided by ENGINEERING VENTURES, the CLIENT hereby agrees to pay all such sales taxes invoiced to the CLIENT by ENGINEERING VENTURES within 30 days of the date of ENGINEERING VENTURES' invoice.

INDEPENDENT CONTRACTOR STATUS

ENGINEERING VENTURES is an independent contractor and not a partner, employee or agent of the CLIENT for any purpose.

SEVERABILITY

If any term, condition, or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent, be held invalid or unenforceable, then the remainder of this AGREEMENT or the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

ASSIGNMENT

Neither party to this AGREEMENT shall transfer, sublet or assign any rights under or interest in this AGREEMENT (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

BINDING EFFECT

This AGREEMENT shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns; provided that neither of the parties hereto shall be entitled to assign any of said party's rights under this AGREEMENT without prior written consent of the other party hereto.

ENTIRE AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT of the parties with respect to the subject matter hereof. ENGINEERING VENTURES and the CLIENT expressly represent to and agree with each other that there are no oral or written representations, warranties, covenants, promises, agreements, conditions, or understandings between them other than as set forth in this AGREEMENT.

GOVERNING LAW

This AGREEMENT has been accepted and executed in accordance with, and shall be governed by and construed in accordance with, the laws of the state of Vermont.

USE OF PROJECT PHOTOS

Engineering Ventures shall have the right to use photographic or artistic representations of the Project for promotional and professional purposes. Engineering Ventures shall endeavor to exclude confidential or proprietary information. Engineering Ventures recommends that the Owner/Client advise Engineering Ventures in writing of the specific information considered to be confidential or proprietary.

CERTIFICATIONS

If Engineering Ventures is requested by the Client to execute certificates, the proposed language shall be submitted to Engineering Ventures for review at least 14 days prior to the requested dates of execution. Engineering Ventures shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this agreement.

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VERBAL ACCEPTANCE OF AGREEMENT

This agreement's Terms and Conditions have been established to allocate certain risks between the Client and Engineering Ventures. For purposes of convenience, the Client may choose to accept this Agreement verbally or with a written or emailed Notice to Proceed to initiate services. In this event, the Client specifically agrees that verbal acceptance or written or emailed notice to proceed shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to Engineering Venture's initiation of service is expressly prohibited. All preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement and Engineering Venture's involvement in the project.

-END