

TOWN OF MIDDLEBURY AGREEMENT WITH VHB FOR DESIGN SERVICES

Project: Seymour Street/Pulp Mill Bridge Road Bike and Pedestrian Design and Construction Project

THIS AGREEMENT is made this __th day of July, 2015, by and between the Town of Middlebury, a Vermont municipality with an address of P.O. Box Middlebury, Vermont 05753, hereinafter referred to as “Middlebury” and VHB, a professional corporation with a mailing address of 40 IDX Drive, Building 100, Suite 200 South Burlington, Vermont 05403, hereinafter referred to as “Consultant”.

WHEREAS, Middlebury wishes to employ the Consultant for the purpose of providing services to conduct engineering investigations, develop construction plans, specifications, and estimates, and provide design engineering services during the construction phase for the Seymour Street/Pulp Mill Bridge Road Bike and Pedestrian Design and Construction Project.

WHEREAS, federal funds may participate in the cost of the services described in this Agreement pursuant to the provisions of Title 23, United States Code and Title 23 Code of Federal Regulations, which is incorporated herein by reference, in the same proportion as Federal funds expended on the above-captioned project; and

WHEREAS the Consultant is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

1. SCOPE OF WORK

Consultant agrees to engage in a public planning process to design, permit, acquire rights of way or easements as necessary and create plans and contract documents for the construction of the above noted project. It shall also help with the construction bidding and award process and be available for consultation during construction.

The scope of work, services, and standards and deliverables shall be performed simultaneously and substantially as set forth in the Project Scope of Work and Budget of the Consultant dated July 2, 201, Ref 82087.15, all of which are incorporated herein and made a part of this Agreement as Attachment A.

2. BEGINNING AND END OF AGREEMENT AND TIME SCHEDULE FOR COMPLETION OF WORK

This Agreement shall be effective as of the date it is executed. The work shall be completed and the agreement shall end **on or before December 31, 2017**. During the contract period Consultant agrees that the work to be performed under the Agreement shall substantially adhere to the Work Schedule as outlined in the Consultant’s technical proposal. Middlebury will use this general work schedule to monitor the work.

3. THE AGREEMENT FEE

A. Rate Schedule. Middlebury agrees to reimburse Consultant at the rates, including payroll,

overhead and fixed fee rates specified in the Budget in Attachment A, which includes all expenses and rates for all sub-consultants.

B. Maximum Limiting Amount. The total amount to be paid to Consultant for all services, including overhead shall not exceed a maximum limiting amount of **SEVENTY –NINE THOUSAND FOUR HUNDRED AND SIX DOLLARS (\$79,406).**

4. PAYMENT PROCEDURES

Invoices for work performed shall be submitted for reimbursement on a monthly basis to ACRPC, 14 Seminary Street Middlebury, Vermont 05753, Attention Adam Lougee, Municipal Project Manager. Invoices shall reference “Seymour Street/Pulp Mill Bridge Road Bike and Pedestrian Design and Construction Project” for this project. ACRPC will approve and forward the invoices to Middlebury for payment. Middlebury will pay invoices within 45 days of its receipt of said invoices. All payments made by MIDDLEBURY under this agreement will be made in reliance on the representations by the Consultant, including, but not limited to bills, invoices, progress reports and other proof of work.

5. STATE AND FEDERAL REQUIREMENTS AND COVENANTS

Consultant agrees to abide by all terms and conditions contained in “APPENDIX E, SPECIFICATIONS FOR CONTRACTOR SERVICES (REVISED 06/2014)”, attached hereto and incorporated herein as **Attachment B.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Town of Middlebury (“Middlebury”)

BY: _____
Its duly authorized agent

VHB (Consultant”)

BY: _____
Its duly authorized agent