

Town of Arlington

Water Board Agenda

Monday, October 18, 2021 7:00 PM

Town Hall

Join Zoom Meeting

<https://us06web.zoom.us/j/85757139292?pwd=dFBwcm5xNCtSNXpVbll2enlEUVFLdz09>

Meeting ID: 857 5713 9292

Passcode: 556990

One tap mobile

+19292056099,,85757139292#,,,,*556990# US (New York)

+13017158592,,85757139292#,,,,*556990# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

Page


1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. BRIEFING OF THE CHIEF OPERATOR

4. NEW BUSINESS

4.1. Billing appeal [20211014132409565.pdf](#)  2

4.2. Set Chief Administrator Compensation rate [Chief Admin Wage.docx](#)  3

5. Review of aged billables

6. OLD BUSINESS

6.1. ARPA update

6.2. Otter Creek Engineering study approval [Otter Creek.pdf](#)  4 - 9

7. EXECUTIVE SESSION

7.1. Annual Review and areas of improvement

8-21-2021

Dear Arlington Water Department

We are reviewing our water bill
We believe we didn't use that much
water. We didn't have any leaks, any
ware. The only difference is the Block
It was on locked for a week + Half,
51000 is a lot of water where did it
go? Did not see a drop, 112.09 to
408.49 is a lot

Mrs. Henry R. Oster

Town of Arlington
Water Department
Chief Administrator
Compensation Memo

Water Board:

In September, the board received an email from the Treasurer regarding the method of compensation for the Chief Administrator, myself. After approving the budget for Chief Administrator labor from the Water Department, the board had not acted to set a wage rate, leading to ambiguity in how we account for my time spend working for the water department. While an internal transfer could be appropriate, as discussed and approved at a previous select board meeting, the simplest way would be to account for this labor exactly as the Clerk and Board Assistant labor is, through additional compensation provided directly by the Water Department.

The pretax hourly figure associated with this position for billing purposes is \$32.93.

Request a motion to set the Chief Administrator wage to \$32.93

Nick Zaiac

Chief Administrator



OTTER CREEK ENGINEERING

September 20, 2021

Mr. Burr Snow, Water Superintendent
c/o Arlington Town Office
PO Box 304
Arlington, VT 05250-0304

Subject: Preliminary Study
Proposal for Civil Engineering Services

Dear Burr:

Thank you for the opportunity to provide a proposal for civil engineering services for the proposed study on a portion of the Town of Arlington's water system. We appreciate the opportunity to assist you and the Town.

PROJECT UNDERSTANDING

It is our understanding that the Town would like to study the abandonment of the South Main Street booster pump system and the five users it serves. The Town requires more information related to potential impacts of this proposal including the requirements of the individual users if they disconnect from the Town's water system. It is understood that this project has a deadline dictated by the Drinking Water And Groundwater Protection Division, due to sampling requirements associated with the Water Department's most recent Sanitary Survey.

The DWGPD will also be receiving the Report for their review and comments, thus our scope of services is based on providing a Report that follows their guidelines for Preliminary Engineering Studies.

SCOPE OF SERVICES

The services outlined in this proposal include the civil engineering assistance necessary for the proposed project. This scope is based upon our experience with water system studies, understanding of your project requirements, and familiarity with the State permitting processes.

1. **Report** - Otter Creek Engineering (OCE) will develop and complete an initial preliminary study of the potential impacts related to the elimination of the booster pump station and associated infrastructure. The report will specifically address the project area in two distinct components. The first component shall be the "Grey House", 107 South Road, Sunderland VT 05250. This component shall consist of the requirements of the required well, its proposed location and a brief explanation why this location would not stand to endanger the supply of water to the municipal water source.

The second component shall consist of the "South Road Connections" area, as defined as all other properties on the South Road spur. These properties shall be taken as a whole for the

PO Box 712 404 East Main Street East Middlebury, Vermont 05740 802.382.8522
110 Merchants Row 4th Floor, Suite 15 Rutland, Vermont 05701 802.747.3080

www.OtterCrk.com

purposes of this study, acknowledging the Water Department's benefits only from the wholesale abandonment of the defined area. This will include outlining the requirements for users who choose to disconnect from the system and a brief analysis reviewing whether this plan will adversely affect the municipal water source, providing an approximated estimated cost of paying for the installation of these systems, while outlining the financial benefits and cost associated with keeping the users on the system.

Our services also include attendance at one public hearing with the Town of Arlington Water Board to review the report and answer any questions. After the meeting the Report will be provided to the Drinking Water and Groundwater Protection Division for their review and comments. Any services beyond the submission of the Report to the Division are outside this scope of services.

PROJECT SCHEDULE

We can proceed with the project upon receipt of your authorization to proceed. OCE will complete the study for submission to the Town within 6 to 8 weeks from receiving the authorization to proceed.

COST PROPOSAL

We propose to provide services outlined above for a lump sum fee of \$5,250. We will invoice monthly based upon the work completed at the end of each month. As the project progresses, we will keep you informed of the budget status and discuss any changes from the anticipated scope. Additional services requested by the Town will be provided on an hourly basis, plus expenses, in accordance with our most current Schedule of Rates and Fees at the time services are provided.

AUTHORIZATION

If this proposal and the attached Standard Terms and Conditions meet with your approval, this document can serve as a Professional Engineering Services Agreement with your signature and date in the space provided below. Please sign return to our office.

The schedule and cost proposal provided are valid for a period of forty-five (45) days. If authorization is given beyond this period, we reserve the right to modify these items prior to agreement execution. We appreciate the opportunity to submit this proposal. If you have any questions regarding its content, or you wish to meet to discuss the proposal, please do not hesitate to call me.

Sincerely,



Craig Jewett, P.E.
Senior Project Engineer



AUTHORIZATION TO PROCEED

Signature: _____

Name: _____

Date: _____
P2021



SCHEDULE OF RATES AND FEES

ENGINEERING SERVICES:

- Managing Engineer.....\$150.00 per hour
- Senior Project Engineer.....\$125.00 per hour
- Project Engineer.....\$95.00 per hour
- Staff Engineer.....\$85.00 per hour
- Land Surveyor.....\$110.00 per hour
- Senior Environmental Engineer.....\$125.00 per hour
- Hydrogeologist.....\$100.00 per hour
- Senior Environmental Scientist.....\$90.00 per hour
- Environmental Scientist.....\$75.00 per hour
- Senior Engineering Technician.....\$95.00 per hour
- Wetland Scientist.....\$90.00 per hour
- Natural Resource Ecologist.....\$85.00 per hour
- Engineering Technician.....\$80.00 per hour
- Senior Resident Project Representative.....\$95.00 per hour
- Resident Project Representative.....\$85.00 per hour
- Administrative Assistant.....\$60.00 per hour

EXPENSES:

Subcontracted Services (as required):

- Special consultants
- Material testing
- Equipment charges
- Permit Fees
- Outside reproduction services.....At Cost Plus 10%

Mileage.....Current IRS Rate

Lodging, Meals.....At Cost

Per Diem (lodging, meals).....\$125 per night

Photocopies:

	<u>Bond</u>	<u>Mylar</u>
▪ 8 1/2" x 11" (Black and White)	\$0.10 each	
▪ 8 1/2" x 11" (Color)	\$0.50 each	
▪ 24" x 36" (Standard Size)	\$3.00 each	\$15.00 each
▪ Other Large Scale Copies	\$0.50 / sf	\$ 2.50 /sf

Other Charges.....By Special Mutual Agreement

TERMS:

Please refer to terms set forth in the Agreement.

May 2021



STANDARD TERMS AND CONDITIONS

**OTTER CREEK ENGINEERING, INC. (OCE)
AND TOWN OF ARLINGTON (CLIENT)
PRELIMINARY STUDY
September 20, 2021**

Standard of Care: Services provided by OCE 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.

Applicable Law: This agreement shall be subject to the applicable laws of the State of Vermont.

Compensation for Services: Invoices will be submitted monthly and payable within thirty (30) days. A service charge of 1.5% per month will be assessed on overdue balances. In the event any portion of an account remains unpaid for 90 days, the Client shall pay applicable service charges and all costs of collection, including reasonable attorney fees.

Additional Services: In the event the Client requests services outside those outlined in the Agreement, OCE may provide those services at an additional fee at established rates or other basis agreed upon with the Client. At the request of the client, an amendment to the original agreement will be prepared to document these additional services.

Ownership of Instruments of Service: All documents, including those on electronic media, prepared by OCE as instruments of service shall remain the property of OCE. Any reuse or change without written approval by OCE is prohibited.

Information Provided by Others: OCE shall indicate to the Client the information needed for rendering of services. The Client shall provide the necessary information as is available. OCE shall be entitled to rely on its accuracy, completeness, and authority to furnish it to OCE. The Client recognizes that OCE cannot assure the accuracy, completeness and sufficiency of such information and therefore, indemnifies OCE from all claims arising from its use.

Buried Utilities: The Client shall provide OCE with any available information on the location, size, and type of all underground improvements. OCE shall rely on this information in the preparation of plans and drawings and for subsurface penetrations. The Client agrees to hold OCE harmless from any damage, liability, or costs resulting from inaccuracy of this information, except for damages caused by the sole negligence of OCE in the use of Client furnished information.

Opinions of Probable Cost: In providing opinions of probable cost, the Client understands that OCE has no control over the contractor's method of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of OCE's experience and qualifications. OCE makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Permits and Approvals: OCE shall assist the Client in applying for those permits and approvals as listed in the Agreement. OCE does not guarantee receipt of permits or approval by regulatory agencies.

Construction Phase Services without Design: Because OCE did not prepare the Contract Documents for the Project, the Client agrees to the fullest extent permitted by law, to indemnify OCE from any damage, liability or cost, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of OCE.

Construction Observation: OCE will provide persons qualified to observe and report on construction and determine whether the work is in general conformance with the Contract Documents. The Client recognizes that Construction



Review is intended to minimize the risk of problems arising during construction; that it is not insurance, and does not constitute a warranty or guarantee of any type. The Contractor shall retain responsibility for the quality of their work and for adhering to the plans and specifications. OCE shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work, and shall not be responsible for scheduling, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the responsibilities of the Contractor.

Shop Drawing Review: OCE will review Contractor submittals for conformance with the design concept and the contract documents. The review shall not include an evaluation of the accuracy or completeness of details, such as quantities, dimensions, and fabrication processes.

Jobsite Safety: The Contractor is solely responsible for jobsite safety. OCE, through its professional activities, or presence at the site, has no authority to exercise control over any contractor in connection with its means, methods, sequences, or any health or safety precautions.

Hazardous Materials: OCE's scope of services does not include any work related to asbestos, or hazardous or toxic materials. In the event it becomes known that such materials are present at the job site, OCE may suspend work on the project, without any liability for damages, until the Client retains a qualified specialist to abate the situation and warrant that the job site is safe and in full compliance with applicable laws.

Mediation: The Client and OCE agree that all disputes between them and arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Indemnification: OCE and the Client agree, to the fullest extent permitted by law, to indemnify and hold harmless each other from any damage, liability or cost, including reasonable attorney's fees and costs of defense, to the extent caused by their own, negligent acts, errors or omissions arising from the Project.

Limitation of Liability: In recognition of the relative risks and benefits of the project, the Client agrees to the fullest extent permitted by law, to limit the liability of OCE to the Client and to all Contractors on the project, so that the total aggregate liability shall not exceed \$50,000 or OCE's total fee for services, whichever is greater.

Defects in Service: The Client will promptly report to OCE any defects or suspected defects in service or work so that OCE may take measures to minimize the consequences of such a defect.

Termination: Either the Client or OCE may terminate this agreement at any time with or without cause upon giving the other party seven calendar days' notice. In the event of termination, the Client shall pay OCE for all services rendered and expenses to the date of termination, including work in progress.

Taxes: The amount of any Federal, State, or local excise, value added tax, or gross receipts tax which may be imposed on the Engineer's fees under this agreement, shall be added to the fees under this agreement as accrued, and paid to the Engineer by the Client. This does not apply to Federal or State income or payroll taxes.