

**TOWN OF CHARLOTTE**  
**Civil Engineering Services Contract**

This contract is made and entered into:

**By and Between**

**The Town of Charlotte**, a Municipal Corporation created and existing under the Laws of the State of Vermont and one of its political subdivisions, having its principal office at 159 Ferry Road (mailing address: P.O. Box 119), Charlotte, VT 05445, hereinafter referred to as the “**Town**”

**And**

**Lamoureux & Dickinson** a Professional Corporation with its principal office at 14 Morse Drive, Essex, Vermont (mailing address: 14 Morse Drive, Essex, VT 05452), hereinafter referred to as the “**Contractor.**”

**Witnesseth:**

The selected consultant will be expected to provide a full range of engineering services to support the Town of Charlotte. The services are meant to assist in the technical review of applications for site plan review, subdivision, conditional use review and other land use development projects.

1. Areas of Technical Review (including but not limited to):

- A. Road design
- B. Drainage and storm water management design, with particular attention to low impact development alternatives
- C. Grading and erosion control plans
- D. Geotechnical investigation and slope stability analysis
- E. Construction administration and observation
- F. Traffic Studies and Evaluations
- G. Local zoning, subdivision and related land use regulations

2. Rate of Compensation. The Contractor will be compensated at the rate of \$72 - \$110 per hour (hourly rate will be based on the staff involved, which is to be pre-approved by the Town). The contractor will also be paid mileage at current IRS rate (\$0.56/mile) and will be reimbursed for select large plan prints and other miscellaneous items if applicable.

3. Method of Payment. The Contractor will present a statement to the Town setting forth the number of hours for which the Contractor provided services to the Town and the staff involved with providing the services. Payment for the services rendered will be made by the Town to the Contractor within thirty (30) days of receipt of the statement.

4. Contract Revisions. This Contract may be amended, revised, or added to at any time upon the mutual agreement of the parties.

5. Term of Contract. This Contract will be in effect from September 1, 2014 – June 30, 2015.

6. Termination of Contract. This Contract may be terminated by either party after thirty (30) days notice to the other, in writing.

7. Notification of Potential Conflict of Interest. The Contractor will notify staff of the Town if the Contractor is hired to provide engineering services for any project within the Town. The Town may hire a different engineering firm to review any applications submitted to the Town for which the Contractor provided such engineering services.

This contract represents the entire agreement between the parties on this subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. This contract shall be governed by the laws of the State of Vermont.

**In Witness Whereof**, the Town of Charlotte, Vermont has caused the execution of this Contract by its Selectboard Chair, so named, and Lamoureux & Dickinson by its principal on this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**The Town of Charlotte**  
**SELECTBOARD CHAIR**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Lamoureux & Dickinson**  
**DOUG GOULETTE**

**DATE:** \_\_\_\_\_