

ROSS ENVIRONMENTAL ASSOCIATES, INC.

Hydrogeology, Water Quality, GIS Planning, Remediation,
Contaminant Fate & Transport, Regulatory Compliance and
Permitting, Environmental Site Assessments, and Radon Mitigation



24 April 2014

Mr. Dean Bloch, Town Administrator
Town of Charlotte
P.O. Box 119/159 Ferry Road
Charlotte, VT 05445

RE: *Water Supply Operator Services – Charlotte Town Office & Library Water System
Charlotte, Vermont (WSID # 21390)*

Dear Mr. Bloch:

Thank you for the opportunity to submit the following proposal for water system operation services for the Charlotte Town Office & Library water system located in Charlotte, Vermont. The scope of work outlined in this document is intended to fulfill the requirements of Water Supply Permit WSID #21390 in accordance with the Vermont Department of Environmental Conservation (DEC) Water Supply Division.

The cost for completing the “Basic Services” for routine inspection and sampling of Charlotte Town Office & Library Water System is outlined below. You had requested cost for our services with and without completion of the required quarterly water sampling. The basic services listed in the Section B, would be the charge for our services with or without sampling. If sampling is requested then the costs listed under Laboratory Analysis in Section B would be added to each quarterly cost as appropriate. The sampling assumes that bacteria samples would be alternately collected quarterly from the Town Offices and Library. The costs also assume that general plumbing issues and treatment system maintenance would be completed by your plumber or Mr. John Beauchamp, who installed the current hydrogen sulfide treatment system.

A. General

The charges made by Ross Environmental Associates, Inc. (**R.E.A.**) under this Section and the payments of said charges by the OWNER shall constitute full compensation for all expenses incurred by **R.E.A.** in connection with the services rendered. Basic services shall include review of water quality data, collection of quarterly samples, and quarterly inspection of the water system.

B. Method of Compensation

R.E.A. shall provide a quarterly invoice based on the following services provided each quarter:

| | |
|--|-----------------|
| Basic Services – Water | \$175./quarter. |
| O & M Manual (if required) | \$1,200. |
| Bacteriological Sampling Plan (if required) | \$ 120. |
| Source Protection Plan (if required) | \$ 900. |
| Laboratory Analysis | |
| Routine – Jan. thru Dec. (Coliform bacteria) | \$22./quarter. |
| Nitrate (Annual) | \$15. |

Additional services will be invoiced on a time and materials basis as outlined below:

| | |
|-----------------------|-------------|
| Photocopies | \$0.25/page |
| Site Plans/Plots | \$25/plot |
| Field Services | \$65/hour |
| Project Scientist | \$100/hour |
| Senior Hydrogeologist | \$125/hour |

| | |
|-----------------------|-----------------------|
| Professional Engineer | \$115/hour |
| Laboratory Analysis | cost plus 10% |
| Subcontractor | cost plus 15% |
| Misc. Supplies | cost plus 15% |
| Mileage* | currently \$0.55/mile |

(* or IRS allowable rate)

The OWNER shall promptly review and make payment to **R.E.A.** within thirty days of the date of invoice, or other mutually agreed upon payment period. If the OWNER does not remit payment within the aforementioned time, the amount due shall include a charge of 1-1/2% per month, computed from the thirtieth day. **R.E.A.** will provide the OWNER with copies of all supporting bills and invoices for subcontractors, materials and supplies, as necessary.

C. Period of Service

R.E.A. shall begin work under this AGREEMENT upon receipt of the signed contract by the OWNER. This AGREEMENT shall remain in effect for one year, with an option to renew upon agreement by the OWNER and **R.E.A.** If during the term of this AGREEMENT, the scope or character of the work is changed substantially, or if the period of service is increased substantially due to circumstances beyond the control of **R.E.A.**, and if such changes thereby increases the work to be performed, **R.E.A.** reserves the right to renegotiate the terms of the AGREEMENT with the OWNER. Also, this AGREEMENT may be terminated by either party after submitting 30 days written notice.

D. Emergency Calls/Additional Work

R.E.A. shall be available for emergency calls by calling my cell# (802) 279-8259. All callbacks will be considered additional work. Emergency calls and additional work will be invoiced on a time and materials basis as outlined in Section III B.

Additional work may include, but is not limited to such items as:

- Cleaning and repairs to holding tanks and reservoirs;
- Redevelopment or reconditioning of the supply wells;
- Revisions or updates to existing plans and documents such as source protection plans, sampling plans, site plans or drawings;
- Repair to damaged or broken water lines;
- Major repairs or renovations to facility structures and roadways.
- Items not typically considered routine operation and maintenance.

Additional work will be completed only after receiving approval by the OWNER. A separate invoice will be issued after the additional work has occurred, with a detailed description of the additional work provided.

E. Owner's Responsibility

The OWNER shall obtain all necessary local, State and Federal permits and approvals for operating the facilities. The OWNER shall be responsible for all costs necessary to properly operate and maintain the water system. The OWNER shall be responsible for all repair, maintenance, and laboratory costs.

F. Services of Others

As necessary, **R.E.A.** will engage the specialized services of individual consultants, laboratories or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with OWNER'S approval. The cost of such services plus a 10 percent (laboratory) or 15 (other

subcontractors) percent service charge will be included in our invoice. **R.E.A.** does not undertake to guarantee or be responsible for the performance of the contractor(s) or laboratory(s) or the accuracy of their results.

G. Confidentiality

R.E.A. will not intentionally divulge technical information designated in writing as "CONFIDENTIAL", and disclosed by OWNER to **R.E.A.** other than to its employees or subcontractors with a need to know or to parties designated by OWNER in writing; information so marked shall be treated as "Confidential Information". Confidential Information shall not include: a.) information previously known by **R.E.A.**; b.) information that becomes known to **R.E.A.** through other means; c.) information that is public knowledge; d.) information that subsequently becomes public knowledge through no fault of **R.E.A.**; and e.) information required by law to be disclosed. Notwithstanding anything else in this paragraph, **R.E.A.** may disclose Confidential Information in order to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies, and to protect **R.E.A.** against claims or liabilities arising from the performance of the services under this Agreement.

H. Standard of Care and Warranty

Services performed by **R.E.A.** under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation or warranty, expressed or implied, and no warranty of merchantability or fitness for purpose, or any other guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

I. Compliance with Laws

R.E.A. agrees to comply with all applicable local, state, and federal laws and regulations pertaining to work under this Agreement. The OWNER will be responsible for all notifications to customers and the State as required under the current permits. Also, **R.E.A.** assumes no responsibility for complaints or violations stemming from failure to report or notify appropriate State Agencies of non-compliance with current permit conditions.

J. Governing Laws

The Agreement between **R.E.A.** and the OWNER shall be governed by and enforceable in accordance with the laws of the State of Vermont.

Please contact me, if you have any questions or concerns regarding the scope of services outlined above or the terms of the agreement. If the terms of this agreement are acceptable, please return a signed copy of this agreement to me at your earliest convenience. Please turn page over for acceptance signature location.

Sincerely,

Ross Environmental Associates, Inc.



James Gascoyne
Senior Environmental Scientist
Class III VT Water Operator # 3052

Agreed and accepted by Town of Charlotte

Signed: _____

Printed Name: _____

Date: _____