

Rutland City Wastewater Treatment Facility Sludge & Septage Rates

2024 RATES				
	Estimated Quantity	Unit	Fee / Unit	Estimate Revenue
Sludge	2,900,000	Gallons	\$0.12	\$348,000
Septage	5,100,000	Gallons	\$0.11	\$561,000
Casella Disposal Fee	5,600	Ton	\$140.08	(\$784,448)
Total Revenue				\$124,552

CURRENT 2025 RATES				
	Estimated Quantity	Unit	Fee / Unit	Estimate Revenue
Sludge	2,900,000	Gallons	\$0.12	\$348,000
Septage	5,100,000	Gallons	\$0.11	\$561,000
Casella Disposal Fee	5,600	Ton	\$149.89	(\$839,384)
Total Revenue				\$69,616

* Due to disposal rate increase, revenues are estimated to decrease by \$55K

PROPOSED 2025 RATES				
	Estimated Quantity	Unit	Fee / Unit	Estimate Revenue
Sludge	2,900,000	Gallons	\$0.135	\$391,500
Septage	5,100,000	Gallons	\$0.125	\$637,500
Casella Disposal Fee	5,600	Ton	\$149.89	(\$839,384)
Total Revenue				\$189,616

* Proposed rate increase will increase estimated revenue by \$65K (compared to 2024)



MEMO

To: Public Works Committee
From: Ted Gillen, Assistant City Engineer
Date: September 22nd, 2025
Subject: Connor Park CSO Storage - ESA Amendment #3

Project Overview

The construction documents for the Connor Park Combined Sewer Overflow (CSO) Storage project are nearing completion and will be bid in the near term. Construction will take place during the 2026 season. The project will be funded by the \$7M Clean Water State Revolving Fund CSO ARPA Grant that Rutland City Public Works was previously awarded.

The amendment covers costs associate with:

- | | |
|-------------------------------------|-----------|
| 1. Bid Phase Services: | \$34,100 |
| 2. Construction Administration: | \$228,100 |
| 3. Resident Project Representative: | \$263,300 |
| 4. Special Services: | \$51,100 |

Total Amount of Amendment: \$576,600

The total project cost is currently estimated at over \$7M. This amendment accounts for approximately 8% of the total project cost.

A copy of the Amendment to the Engineering Services Agreement with Aldrich & Elliott is attached for your review.

Recommendation:

The Department of Public Works respectfully requests the Public Works Committee to make the following recommendations to the full Board of Aldermen:

- 1. Authorize the Public Works Commissioner to sign Amendment #3 of Aldrich & Elliott, Engineering Services Agreement for Connor Park CSO Storage Project, substantially in the form presented, pending review by the City's legal counsel.***

This is **EXHIBIT K**, consisting of **8** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 23, 2023**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: July 15, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: January 23, 2023

Owner: City of Rutland

Engineer: Aldrich + Elliott PC

Project: CSO Offline Storage Tank

Nature of Amendment:

- X Additional Services to be performed by Engineer
- X Modifications of payment to Engineer
- X Modifications to other terms and conditions of the Agreement

Description of Modifications:

INTRODUCTION

The scope of services for this amendment include Step III Bid Phase, Construction Administration and Special Services for the Rutland Conner Park CSO project for the base bid effort only. This amendment also modifies the original agreement to incorporate/clarify language regarding the federal cross cutters for procurement and contract administration including AIS, BABA and DBE.

ORIGINAL AGREEMENT MODIFICATIONS

Article 6 – General Considerations, 6.01 – Standards of Performance, Add the following:

4. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABBA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Performance in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. The tasks associated with this are further identified in Exhibit A – Engineer’s Services A.1.05 A.24.

Exhibit A, Engineer’s Services, Part 1 – Basic Services, A1.05(24), Add the following:

1. Will ensure and certify (via executed applications for payment) compliance with all Davis Bacon Act requirements, including but not necessarily limited to:
 - a. Monitoring and review of all labor as submitted on the certified payroll forms as it is related to appropriate labor classifications under the General Wage Determination for the County in Vermont where the work is being performed.
 - b. Review the contractor prepared additional wage classification requests, Form SF1444, prior to submission to WID/DOL.
 - c. Review all weekly certified payrolls.
2. Will assist in compliance with the American Iron and Steel requirements (The Consolidated Appropriations Act of 2014 – Public Law 113-76, most recently amended with the Infrastructure Investment and Jobs Act (IIJA) in 2021) as well as the Build America, Buy America Act (BABAA) requirements under Title IX of the IIJA – public law 177-58. This may include but not necessarily be limited to:
 - a. Answering pertinent questions related to AIS or BABAA
 - b. Opinions of total project costs and revisions thereof should reflect compliance with BABAA requirements.
 - c. Determine and certify that to the best of the Provider’s knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in the complete and final contract documents including any bid addenda, and change orders comply with all federal requirements, including BABBA. This process is facilitated through the contractor’s submittal process and pay requisitions, see d. below.

- d. Review and approve or take action with respect to shop drawings, samples, and other required Contractor submittals, including applications for payment to ensure compliance with BABAA.
 - e. Obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.
 - f. Review substitutes and "or equals"
 - g. Assist Owner, if needed in due diligence related to any BABA waiver request.
3. Will assist in compliance with the Disadvantaged Business Enterprise Program Requirements as identified by EPA and required by the State of Vermont. This may include but not necessarily be limited to:
- a. Ensuring the 6-step good faith effort is documented
 - b. Submitting any/all project costs and/or efforts completed by DBE/MBE companies to Owner and State for annual reporting purposes.

BID PHASE SERVICES

Bid Phase Services are added by this amendment in accordance with Section A1.04 Bidding and Negotiating Phase in the original agreement. This phase includes the Disadvantaged Business Enterprise procurement process per the State of Vermont Revolving Loan fund and EPA requirements. The total duration of this phase is 60 calendar days (30 days for DBE solicitation and 30 days for the bid period). This phase includes bidding of the Pre-Cast structures as Contract 1 and a separate bid phase for the general construction contract including installation of the Pre-cast structures, known as Contract 2.

Bid Phase Services Total Fee: \$34,100.00

CONSTRUCTION PHASE SERVICES

Construction phase services are added by this amendment in accordance with Section A1.05 Construction Phase in the original agreement. This phase includes both Construction Administration and Resident Project Representative Services.

The Construction Administration (CA) portion of this phase covers the entire construction duration of 700 calendar days and includes but is not limited to contract preparation/contract award, submittal processing, clarifications, partial pay requisition review, change order review and preparation, contractor/owner coordination, monthly project meetings, weekly site meetings, substantial and final completion efforts and warranty efforts.

The Resident Project Representative (RPR) portion of this phase includes full-time on-site observation of all active construction while the contractor is on-site (refer to the original agreement). The RPR effort in this scope of services is limited to 1,750 person-hours. The scope of the RPR work is based on an active construction period of 250 contract calendar days.

Construction Administration: \$228,100.00

Resident Project Representative: \$263,300.00

SPECIAL SERVICES

Special Services are added by this amendment in accordance with Section A1.06 Post Construction Phase in the original agreement. This phase is limited to preparation of Record Drawings, Administration of the American Iron and Steel Provisions, Build America Buy America Provisions, Davis Bacon Act(s), Operation and Maintenance Manual, participation in equipment start-up and owner training.

Special Services: \$51,100.00

Agreement Summary:

Original agreement amount:	\$ <u>86,600</u>
Net change for prior amendments:	\$ <u>249,200</u>
This amendment amount:	\$ <u>576,600</u>
Adjusted Agreement amount:	\$ <u>912,400</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Rutland

By:

Print

name:

Title:

Date Signed:

ENGINEER:

Aldrich + Elliott PC

By:

Print

name:

Title:

Date Signed:

Jason R. Booth, PE

President

8/27/2025

US CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Connor Park Storage
 PROJECT LOCATION: Rutland, Vermont
 APPLICANT & LOAN/GRANT NUMBER: RF1-334

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$65,400	LS
b. Environmental Information Document	\$7,300	NTE
c. Pre-Design (Preliminary) Services	\$13,900	LS
3. Step II – Final Design		
a. Final Design Plans and Contract Documents	\$183,500	LS
b. Subsurface Investigation (included in pre-design)	\$25,400	LS
a. Amend No. 2	\$20,700	LS
c. Special Services	\$16,300	NTE
a. Amend No. 2	\$3,300	
4. Step III		
a. Bid Phase Services	\$34,100	LS
b. Construction Phase Services	\$228,100	LS
c. Resident Project Representative Services	\$263,300	NTE
d. Post Construction Phase Services	\$51,100	LS
e. Additional Services included in Step III (include additional lines)		LS/NTE
5. Total Engineering Costs	\$912,400	
6. Construction Costs (estimated)		
a. Contract 1	\$4,520,000	
b. Add Alternate 1	995,000	

c. Small Purchase	\$0
d. Construction Contingency	\$551,500
7. Other Costs	
a. Permit Fees	\$5,000
b. Archeological/Historic Properties Assessment	\$5,000
c. Administrative	\$25,000
d. Legal/Fiscal	\$25,000
e. Short Term Interest	\$50,000
8. Total Project Cost	7,088,900
9. Total Bond Amount	

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step II deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

ALDRICH + ELLIOTT PC

8/27/2025

Engineer

Date

Jason R. Booth, PE

Name and Title

CITY OF RUTLAND

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date



MEMO

To: Public Works Committee
From: Ted Gillen, Assistant City Engineer
Date: September 22nd, 2025
Subject: Lead Service Line Inventory

Project Overview

Water systems are required to identify the material type of all water service lines (both on the "system side" & "private side" and categorize them as one of the following: Nonlead, Lead, Galvanized Requiring Replacement (GRR), Unknown (system and/or private side).

Lead and GRR services are required to be replaced by 2034.

Identification Phase 1 – Records Review & Field Observation – **COMPLETE**

Task Overview

Examine city records and conduct visual inspection (within basements of private property)

Service Line Results

Nonlead:	2,532
Lead:	0
GRR:	89
Unknown System Side:	3,011
Unknown Private Side:	1,041 (300 are Unknown Private only)

Identification Phase 2 – Water Sampling

Task Overview

Collect and test water samples from all properties categorized as "unknown" material type and determine whether the service line is required to be replaced.

Collecting samples for lead testing is complicated and requires "sequential profiling" and participation/cooperation by property owners to collect samples.

Sample kits may include 10-15 sample bottles. Samples are sent to a lab for lead testing.

Identification Phase 3 – Test Digs

Task Overview

Certain service inspections will require excavation to identify the material type. This effort is more costly and labor intensive.

Based on the size of Rutland City and consultant's project experience, 600 test digs are anticipated.

Service Line Replacement

Task Overview

All service lines that are identified as Lead or Galvanized must be replaced.

MSK COST PROPOSAL SUMMARY		
Task	Proposed Cost	Comments
<u>Identification*</u>		
Phase 1 – Records Review & Field Observation	\$ 800,000.00	Complete (100% Subsidy)
Phase 2a - Water Sampling	\$ 2,430,793.00	
Phase 2b - Test Digs (Streets & Sidewalks being repaired)	\$ 50,000.00	Equipment Rental - 1 Week per month for 5 Months
Phase 3 - Test Digs	\$ 3,162,510.00	\$3,500 per dig, plus permitting, admin, & 25% contingency
<u>Service Line Replacement**</u>	\$ 1,429,406.00	\$10,000 per replacement, plus design, oversight, & 25% contingency
Total Cost Estimated (excluding Phase 1)	\$ 7,072,709.00	
Guaranteed 50% subsidy ***	\$ 3,536,354.50	More subsidy may be available. First come, first served.
Total Estimated Project Cost to City	\$ 3,536,354.50	

* Identification must be completed by 2030

** Service lines requiring replacement must be replaced by 2034

*** Applicants to the DWSRF are guaranteed a minimum 50% subsidy. Additional subsidy may be available, to be determined following application submission. Available funding beyond the 50% is limited.

COST ESTIMATE FOR PHASE 2		
Task	Proposed Cost	Comments
<u>Identification</u>		
Phase 1 – Records Review & Field Observation	\$ 800,000.00	Complete
Phase 2a - Water Sampling	\$ 2,430,793.00	
Phase 2b - Test Digs (Streets & Sidewalks being repaired)	\$ 50,000.00	
Phase 3 – Test Digs	\$ 3,162,510.00	Revise cost estimate following Phase 2 results
<u>Service Line Replacement</u>	\$ 1,429,406.00	Revise cost estimate following Phase 3 Results
Total Cost Estimated (water sampling only)	\$ 2,480,793.00	
Guaranteed 50% subsidy *	\$ 1,240,396.50	More subsidy may be available. First come, first served.
Estimated Phase 2 Cost to City	\$ 1,240,396.50	

Investigation Efforts 2025 Construction Season

In advance of all infrastructure improvement projects, DPW has been completing physical inspections of service lines by test digging at each shut off valve, using in-house equipment and manpower.

DPW will continue this effort during the following years, however, we recommend increasing the loan amount by \$50K to accommodate equipment rentals next construction season to perform this work. Otherwise, the annual cleaning of catch basins and problematic sewers would be sacrificed, which is not advisable.

Subsidy may be available to defray a portion of the cost to rent equipment.

Recommendation:

The Department of Public Works respectfully requests the Public Works Committee to make the following recommendations to the full Board of Aldermen:

- 1. *Authorize the Public Works Commissioner to sign the MSK Engineers, Engineering Services Agreement for phase 2 of the Water Service Line Inventory, substantially in the form presented, pending review by the City's legal counsel.***
- 2. *Authorize the Public Works Commissioner to file the Drinking Water State Revolving Fund Planning Loan Amendment #1.***

And

- 3. *Authorize Robert Protivansky and Ted Gillen to serve as authorized representatives of the City of Rutland for the Water Service Line Inventory.***

SHORT FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of signature ("Effective Date") between the City of Rutland ("Owner") and MS&K, Inc. ("Consultant" or "MSK").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: Engineering services to identify service line pipe materials for the Rutland water Department (the Water System), and to assist in securing funding from the Vermont Drinking Water State Revolving Loan Fund (DWSRF) ("Project").

Consultant's services ("Services") under this Agreement are generally identified as follows:

1. **Outreach and Sampling Plan:** Consultant will prepare an outreach and sampling plan for engaging water system customers with the Project and conducting sequential profile sampling to identify service line pipe segments. This plan will describe outreach methods to be utilized during the project, parameters for sizing sequential profile sample kits, thresholds for interpretation of laboratory data, and methods for reporting laboratory data to water system customers. Consultant will provide a draft plan to Owner, revise the plan as appropriate based on comments, and will submit a final plan to VTDEC for review and approval.
2. **Customer Outreach:** Consultant will conduct outreach with water system customers as described in the Outreach and Sampling Plan, including preparing letters, providing information for website postings, and other methods as requested by the Owner.
3. **Service Line Observations, Sequential Profile Kit Sizing and Delivery:** Owner will schedule and conduct appointments with water system customers to observe pipe materials and deliver sequential profile sample kits and sample collection instructions.
4. **Sequential Profile Sampling:** Consultant will coordinate with water system customers to collect sequential profile sample kits once sample containers are filled and deliver the samples to an analytical laboratory for analysis of lead concentrations via EPA Method 200.8. Consultant will review, organize, and interpret laboratory data to categorize service line materials in accordance with the Project's Outreach and Sampling Plan. Consultant will provide sequential profile sample data to water system customers.
5. **Project Report and Service Line Inventory Update:** Consultant will prepare a project report to document and describe activities conducted during the project, including analysis and interpretation of sequential profile data. The report will include a water system service line inventory updated based on findings from this project. Consultant will provide a draft report to the Owner for review and comment and will prepare a final report based on Owner's review comments. With Owner's approval, Consultant will submit an updated SL inventory to VTDEC for approval.
6. **Project Management:** Consultant will assist client as requested with preparing DWSRF loan applications and supporting documentation. Throughout the project, Consultant will facilitate routine project progress meetings, prepare routine project progress reports, develop and maintain a project schedule, and will create and maintain a project database to schedule water system customer appointments and organize project activities and data.

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above ("Additional Services").
- B. Consultant shall commence work on the project within three weeks of receiving notice to proceed with the project from the Owner. Consultant will prepare and submit a baseline service line inventory to the Vermont Department of Environmental Conservation's public drinking water program on or before November 1, 2027.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- A. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Estimated Total Cost*

- A. Owner shall pay Consultant for Basic Services set forth as follows:
 - 1. An estimated total cost amount not to exceed \$2,430,793.00.
 - 2. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Consultant's subconsultants' charges, if any.
 - 3. Consultant's Standard Hourly Rates are attached as Appendix 1.

4. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by the subconsultant's to Consultant times a factor of eight percent (8%).
 5. In addition to the estimated total cost amount, reimbursement for the following expenses: None.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are attached as Appendix 1.
- 2.04 Exclusions: None.
- 3.01 *Termination*
- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
 - b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 4. such limited license to Owner shall not create any rights in third parties.
- C. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - D. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant, whichever is greater.
 - E. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - F. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - G. This Agreement is to be governed by the law of the state in which the Project is located.
 - H. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

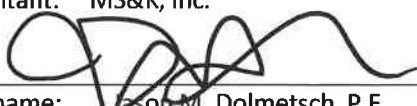
8.01 *Attachments: Appendix 1, Consultant's Standard Hourly Rates*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Rutland

Consultant: MS&K, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Jason M. Dolmetsch, P.E.
Title: President
Date Signed: June 5, 2025

This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services

Consultant's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

Job Description	Billing Rate – Per Hour
Principal Engineer	\$300.00
Licensed Engineer I	\$190.00
Licensed Engineer II	\$210.00
Licensed Engineer III	\$245.00
Licensed Engineer IV	\$265.00
Licensed Surveyor	\$210.00
Surveyor	\$175.00
Engineer I	\$120
Engineer I	\$135.00
Engineer II	\$145.00
Engineer III	\$125.00
Engineer IV	\$160.00
Technician I	\$100.00
Technician II	\$115.00
Technician III	\$135.00
Technician IV	\$145.00
Technician V	\$160.00
Technician VI	\$200.00

B. Expenses:

Subconsultant & Vendor Expenses:

Subconsultants @ cost plus 8% Outside
Vendors @ cost plus 8%

Reproductions (provided in-house):

8.5 x 11 one-sided copy @ \$0.08/each
8.5 x 11 two-sided copy @ \$0.12/each
24 x 36 print @ \$5.00/each
36 x 48 print @ \$8.00/each
Mylar or Vellum plots @ \$15.00/each

Administrative Expenses:

Postage & Shipping @ Cost
Other Administrative Expenses @ Cost

Travel Related Expenses:

Auto Travel (to include fuel & service charges): N/A
Other Travel (to include air fares, rentals, tolls, etc.): N/A
Meals & Lodging: N/A

**Rutland Water Department
Identification of Unknown Service Lines
Proposed Project Budget**

	Tasks	Labor Hours					Mileage	Outreach - Mailing, Printing, Etc.	Field Supplies	Analytical Laboratory	Database Software	Total Budget
		Licensed Engineer IV	Technician II	Engineer III	Technician III	Engineer II						
1	Prepare outreach and sampling plan											\$8,988
	Kickoff meeting	3		4			\$50					\$1,425
	Review service line inventory and records	0.5		2								\$423
	Plan preparation	4		10		20						\$5,210
	Coordination and project management	4		6								\$1,930
2	US mail outreach and email outreach											\$14,830
	Letter prep and mailing, email, website posting	1		8		12		\$11,785				\$14,830
3	Site Visit Appointments											\$780,251
	Appointments		1920			1920	\$32,828					\$512,828
	Coordination and planning	45		415		275						\$109,225
	SPS Kit sizing, delivery, resident coordination	20	410	275		415			\$9,848			\$158,198
4b	Sequential Profile Sampling and Analysis											\$1,520,925
	Sample transport, lab analysis		700	500			\$6,500			\$1,083,940		\$1,243,440
	Review report, data management, letter to resident	40		200		1684		\$10,612				\$277,485
5	Project Report											\$33,100
	Report preparation	20		80		120						\$33,100
6	Project management											\$72,700
	Project Management and Coordination	40		40								\$16,400
	Project Administration	40										\$10,600
	Data management	10		120		150					\$5,400	\$45,700

Water Infrastructure

FINANCING PROGRAMS



Vermont
Bond Bank



VERMONT WATER & WASTEWATER REVOLVING LOAN FUNDS

State Revolving Loan Programs

IMPORTANT: Please select the Type of Entity and Loan Type(s) before completing the application. This information is used to set up the rest of the form.
This form MUST be completed electronically, handwritten applications will not be accepted.

Select the Type of Entity this application is for:

- ☒ Municipality, Fire District, or other similar entity
☐ Homeowners Association, LLC, Proprietorship, 501(c)3 Non-Profit, or other similar entity

LOAN TYPE

This section may be completed by engineer or applicant

A draft . Do not submit a draft ESA with this loan application.

This loan will be used for (select all that apply):

- | | |
|--|---|
| ☐ Step I Drinking Water Loan (Feasibility & Planning) | ☐ Step I Clean Water Loan (Feasibility & Planning) |
| ☐ Step II Drinking Water Loan (Final Design) | ☐ Step II Clean Water Loan (Final Design) |
| ☐ Step III Drinking Water Loan (Construction) | ☐ Step III Clean Water Loan (Construction) |
| ☒ Drinking Water Loan Amendment | ☐ Clean Water Loan Amendment |
| ☐ Municipal Source Water Protection Loan | ☐ CWSRF Interim Financing |
| | ☐ Pollution Control or ARPA Grant |

ANR Online Submission ID from the "Engineering Services Agreement Review and Approval" form:

APPLICANT INFORMATION

This section may be completed by engineer or applicant

LOAN APPLICANT		DATE OF APPLICATION	
City of Rutland		9/18/2025	
SYSTEM NAME	WSID NUMBER	WASTEWATER PERMIT NUMBER	
Rutland Water Department	5229		
MAILING ADDRESS	TOWN	STATE	ZIP+4
PO Box 969	Rutland City	VT	05702 -
PHONE	CELL PHONE	TAX ID	SAM UNIQUE ENTITY ID
(802) 773-1813			L K 6 T H 1 X S 9 8 C 9

CONTACT PERSON - AUTHORIZED REPRESENTATIVE

This section may be completed by engineer or applicant

All authorized representatives and any alternate authorized representatives must be members of the owner's governing body or direct employees of the owner and may not be independent contractors working for the owner.

CONTACT NAME		TITLE	
Ted Gillen		Engineer, Department of Public Works	
MAILING ADDRESS	TOWN	STATE	ZIP
PO Box 969	Rutland	VT	05702
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 773-1813		tedg@rutlandcity.org	

ALTERNATE AUTHORIZED REPRESENTATIVE(S) (At least one Alternate Authorized Representative is Required)

This section may be completed by engineer or applicant

AUTHORIZED REPRESENTATIVE NAME		TITLE	
Robert Protivansky		Public Works Comissioner	
MAILING ADDRESS	TOWN	STATE	ZIP
PO Box 969	Rutland	VT	05702
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 773-1813		tedg@rutlandcity.org	

[Add Alternate Representative](#)

ENGINEERING FIRM & REPRESENTATIVE (or Legal Firm and Attorney's Name if this is a Source Protection Loan)

This section may be completed by engineer or applicant

FIRM NAME	CONTACT NAME		
MSK Engineers	Patrick Smart		
MAILING ADDRESS	TOWN	STATE	ZIP
150 Depot Street	Bennington	VT	05201
PHONE	CELL PHONE	EMAIL ADDRESS	
(802) 447-1402		psmart@mskeng.com	

LOAN AMENDMENT SECTION

This section may be completed by engineer or applicant

Please describe the reason for the need for increased funds:

This amendment includes the cost of Sequential Profile Sampling and Analysis pertaining to approximately 3,340 water service lines that are categorized as "unknown". In addition, \$50,000 is included to cover the cost of hiring a private contractor to complete test digs in areas where streets/sidewalk will be rehabilitated next construction season.

Loan Number to be amended:	RF3-513-1.1
Amount requested for this amendment:	\$ 2430793
Total loan amount including this amendment:	\$ 2480793

Please describe the effect on rates at the higher loan amount:

The water rates will be increased to account for the annual loan payment, which will be contingent upon the specific terms of the loan. The available subsidy will have a significant impact on the precise change in rates.

List any current or potential connections using greater than 5% of demand or provide a general description of service area.

--

KEY PERSONNEL

Please list the names and qualifications of the following key personnel including areas of expertise, years of experience in similar programmatic work, years at current position, and/or any relevant qualifications.

Please include all personnel related to the loan. Authorized Rep, Alternative Authorized Rep(s), Clerk, Board Members, Financial Manager, etc. Failure to include all key personnel will result in the application being considered incomplete.

NAME	POSITION (select from the list or enter another value)	
Mary A Markowski	Treasurer	X

QUALIFICATIONS:

Began working for the City in August 2009 performing bookkeeping and financial record keeping for the City's Recreation Department. In April 2013 moved to the Treasurer's Office as Assistant Treasurer and served as assistant through November 2017. Appointed Treasurer in December 2017 and elected in March 2018. Re-elected in March 2019 and March 2021. Will be running for the position again in March 2023. Prior work experience includes over 20 years of banking experience primarily in internal audit and other bookkeeping experience. Education includes a bachelors degree in accounting and various banking and other related training.

NAME	POSITION (select from the list or enter another value)	
Lynne Holmquist	Assistant Treasurer	X

QUALIFICATIONS:

Began working for the City in cash collections in June of 2015 and transferred to the Assistant Treasurer position in April of 2018. Lynne has several years of experience in accounts payable, accounts receivable and various financial operations.

NAME	POSITION (select from the list or enter another value)	
Ted Gillen	Assistant City Engineer	X

QUALIFICATIONS:

Rutland Assistant City Engineer since 2018. Licensed engineer intern since 2013. Prior to employment with the City, worked in various private sector design and engineering positions. Education includes a bachelors degree in Architectural Engineering.

NAME	POSITION (select from the list or enter another value)	
Robert Protivansky	Public Works Commissioner	X

QUALIFICATIONS:

Robert has been the Public Works Commissioner since 2023. He was a wastewater treatment facility operator starting in 1999. He was promoted to Chief Operator in 2007 and maintained that position until his appointment as Commissioner. He has a degree from the Community College of Vermont and has a Grade 5 Wastewater Treatment License and a Grade 4 Water Distribution License.

Add Another Key Person

Certification

The Applicant certifies that it possesses the legal authority to apply for the SRF loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's Legislative Body authorizing the filing of the application. A resolution, motion, or similar action has been duly adopted or passed authorizing the person identified herein as the authorized representative of the Applicant in connection with the project for the purpose of furnishing information, data and documents pertaining to the project as required by the State of Vermont.

Authorization Date:

Clerk Certification

Clerk Signature Date:

SIGNATURE OF CLERK

PRINT NAME

Authorized Representative Certification

Authorized Representative Signature Date:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

Submit completed application and all attachments via the ANR Online website at: