


Ruggiano Engineering, Inc.
5 Lake Street
St. Albans, VT 05478
Project #: 17015

AGREEMENT FOR ENGINEERING SERVICES

1. Parties to this Agreement are the Town of Cambridge, hereinafter call the "Client" and having business at 85 Church Street, Jeffersonville, VT 05464 and Ruggiano Engineering, Inc., a Vermont corporation with an office and principal place of business in St. Albans, Vermont, hereinafter called the "Engineer".
2. Client requests the professional services of Engineer to provide engineering services in connection with Client's project described as:
Pumpkin Harbor Road Elevation and Flood Mitigation
(Proposal dated: April 14, 2017 – WP17-008)
3. Performance by the Engineer shall be in conformance with the laws of the State of Vermont as they apply to the practice of Professional Engineering, and in any event, consistent with ordinary standards and procedures of engineering prevalent in the State of Vermont.
4. Client agrees to pay the Engineer fees based on the charge rate schedule attached.
5. Client agrees to the following terms and conditions of payment of the fees and costs:
 - A. Monthly payments based on total billings submitted by the Engineer.
 - B. Payment in full of the balance upon receipt of final billing.
 - C. Interest charges on the outstanding balance after thirty (30) days of one percent (1%) per month, which is equivalent to an annual interest rate of twelve percent (12%) on the unpaid balance.
 - D. Client agrees to pay reasonable costs of collection, including attorney's fees, in the event that the Engineer's fees and costs, or outstanding balance thereof become overdue and collection proceedings are required against the Client.
6. Client and Engineer have discussed the risks and benefits of the project and the Engineer's total fees for services. The risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Engineer's total liability to client for any and all injuries, claims, losses, expenses, damages or claims, expenses arising out of this agreement from any cause or causes shall not exceed the total amount invoiced, including but not limited to Engineer's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.
7. Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of damage to the site.
8. The Engineer and the Client mutually agree, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
9. If this project involves land use permitting, such as Site Plan Approval, Conditional Use Approval, Variances, Subdivision Approval, Act 250 Approval and other Federal, State and Local Approvals Engineer makes no representations that such approvals will be granted by the permitting authorities, or that such approvals, if granted, will be for any particular number of lots, size of buildings, or size of project, nor that such approvals, if granted, will be free of conditions that materially affect the financial liability of Owner's project. Engineer also makes no representations that all necessary permits and approvals have been identified in and are a part of this agreement.
10. This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
11. All documents produced by Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other purpose without the Engineer's written consent.
12. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.
13. Arbitration. The parties to this agreement shall not litigate conflicts or concerns about it, but shall resolve them first by sitting down and talking about them and, if that fails, by arbitration, according to the Vermont Arbitration Act. Each signatory below understands that this agreement contains an agreement to arbitrate. After signing this document, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator, to be agreed upon by the parties.

Dated at TOWN OF CAMBRIDGE, Jeff VT this 10 day of MAY, 2017.
name of business city & state

In Presence Of:



RUGGIANO ENGINEERING, INC.

By: 
_____ Duly Authorized Agent


_____ Client 