



3/5/2020

Mr. Dan Werner
Public Works Planning Director
Town of Middlebury
77 Main Street
Middlebury, VT 05753

Subject: Court Square, Court Street, & Washington Street Water Main Replacement
Engineering Services for Bid and Construction Phase

Dear Dan:

As we transition into bid and ultimately construction, we have prepared an updated scope of services to reflect the current project schedule and timeline.

PROJECT UNDERSTANDING

Originally, The Town planned for the replacement of existing water mains within a core business district, which consisted of five main segments, defined as follows:

- Segment 1: Mary Hogan Drive to the new main replaced at the Cross Street / Court Street intersection as part the Cross Street Bridge Project.
- Segment 2: Cross Street / Court Street intersection north to Court Square.
- Segment 3: Court Square from Court Street to the intersection with Merchants Row connecting in the newer water mains on both Merchants Row and South Pleasant Street.
- Segment 4: North Pleasant Street from interconnection with Merchants Row and South Pleasant Street north to the Main Street / Seymour Street intersection.
- Segment 5: Washington Street from Court Square to the "Five Corners" intersection with Seminary Street.

It was initially thought for this to occur, the work would need to begin very early in 2020 to avoid conflicts with the Downtown Rail Bridge Project and a VTrans Paving Project along Court Street scheduled for 2021, however throughout design, we gathered input from stakeholders and determined that the most appropriate time for this work to occur would be the fall of 2020. The project has since been split into three contracts (as shown on the enclosed exhibit) which meet the Town's desired goals for both schedule and funding.

SCOPE OF SERVICES

The following scope of services is associated with bidding and constructing Contract No. 1. This contract consists of water main Replacement on Seymour Street, Court Square, and Court Street North between Cross Street and Court Square. The current schedule for this work is centered on completing the project after the Downtown Rail bridges have been re-opened to traffic, which is currently scheduled for the 1st week in August, 2020.

1. **Bid Phase Services** – During the bid phase, Otter Creek Engineering will assist the Town with the advertisement to bid, conduct a pre-bid meeting, answer questions posed by contractors, issue addenda, and attend the bid opening. After the bid opening we will prepare a bid tabulation and a letter of recommendation for award to the Town. Upon selection of a Contractor by the Town, Otter Creek Engineering will provide three (3) copies of conformed contract documents and drawings for execution by the Town and the successful contractor. Advertising fees will be paid directly by the Town. We anticipate advertising the project for bidding in March, in order to obtain the most competitive prices for work occurring in the fall, and also allow for contract procurement to occur over the summer, so that work can begin immediately following the opening of the Downtown Rail Bridges.
2. **Construction Phase Services** – Construction Phase services would consist of three main components as follows:
 - 2.1 **Construction Administrative Services** - Construction administration will include:
 - Coordinating and attending a preconstruction meeting.
 - Review of shop drawings and submittals
 - Review contractor's applications for payment (pay requests)
 - Issue change orders when appropriate
 - Coordinate and attend project meetings, document meetings, and issue notes

At this time, based on a single construction window, we anticipate that the duration of the construction contract will be 120 calendar days to final completion and have budgeted for five applications for payment, ten contract meetings, and two change orders.

- 2.2 **Construction Review** - Construction review services will be provided for the duration of the project, through final completion. Based on our experience with similar projects, we have budgeted an appropriate number of hours to allow for both full-time and part-time construction inspection, for a construction duration of 120 calendar days.

Our field representative will prepare written reports during each site visit, and participate in project meetings. In addition, they will maintain contact with adjacent property owners during construction, prepare punch lists of work to be addressed, and participate in reviewing the project at both substantial and final completion. Our

budget for field services is based on a 120 day construction duration and presumes that all of the proposed improvements are completed under a single contract.

- 2.3 **Record Drawings** - Upon completion of the project, we will prepare record drawings, in part, based on information provided by the contractor. We anticipate providing two paper copies of the drawings, and a PDF for the Town. The Submittal and Shop Drawing binders will be in PDF format only and provided on a USB flash drive for the Town's use.

PROJECT SCHEDULE & COST PROPOSAL

Otter Creek Engineering can begin our services outlined above upon receipt of your authorization to proceed. Ideally, bid phase would initiate in March of 2020. We propose to provide services outlined in this proposal on an hourly basis according to the following estimates:

Task Description	
1. Bidding Services	\$5,900
2. Construction Phase	\$120,620
Total Tasks	\$126,520

A detailed breakdown of the hours and labor class by task has been included for your information. We will invoice monthly based upon the percentage of 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.

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. We appreciate the opportunity. 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,



Jason Larocque
President

AUTHORIZATION TO PROCEED

Signature: _____

Name: _____

Date: _____

SCHEDULE OF RATES AND FEES

ENGINEERING SERVICES:

- Managing Engineer.....\$135.00 per hour
- Senior Project Engineer.....\$110.00 per hour
- Project Engineer.....\$95.00 per hour
- Staff Engineer.....\$85.00 per hour
- Land Surveyor.....\$110.00 per hour
- Senior Environmental Engineer.....\$110.00 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
- 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
 - 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 ½" x 11" (Black and White)	\$0.10 each	
▪ 8 ½" 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.

October 2018



STANDARD TERMS AND CONDITIONS

**OTTER CREEK ENGINEERING, INC. (OCE)
AND TOWN OF MIDDLEBURY (CLIENT)
CONTRACT NO. 1 - COURT SQUARE AND COURT STREET NORTH WATER MAIN REPLACEMENT
MARCH 5, 2020**

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 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 day's 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.

Estimated Level of Service

Project : Court Square, Court Street Water Main Replacement (Contract No. I)

Date: 3/5/2020

Task Number	Task Description	Senior Project Engineer	Senior RPR	RPR	Eng'g Tech.	Admin. Asst.	Expenses	Cost Per Task
1	Bidding Phase Services							
	Advertisement	2				4		\$460
	Pre-Bid Meeting (RPR, Admin, Sr. PE @ meeting)	2	2			4	\$40	\$690
	Addenda/Questions (Assume 1 Addenda)	8	4		4	8		\$2,060
	Bid opening and recommendation of award	2	4			4		\$840
	Conformed Documents	2			8	8		\$1,340
	Contract Signing	2				4	\$50	\$510
	SUBTOTAL							\$5,900
2	Construction Phase							
2.1	Construction Administration							
	Preconstruction Meeting	4	4			4	\$50	\$1,110
	Shop drawing review	4	16			16	\$140	\$3,060
	Testing	4					\$1,500	\$1,940
	RFI / ESI	4	4					\$820
	Quantity request for payment	2	4					\$600
	Pay request review (5 requests)	8	12			5		\$2,320
	Change Orders (2 Assumed)	8	8			12		\$2,360
	Project Meetings (2/month, 10 total)	12				12	\$60	\$2,100
	Punch lists	4	8				\$50	\$1,250
	Substantial / Final Completion	4	4			4	\$80	\$1,140
	SUBTOTAL							\$16,700
2.2	Construction Review Services							
	Onsite Observations (3 months of active construction, 1 month cleanup)		800	120			\$750	\$86,950
	Field reports		120			12		\$12,120
	SUBTOTAL							\$99,070
2.3	Post Construction Services							
	Record Drawings	4	16		24		\$120	\$4,000
	Eleven Month Walk Through	4	4				\$30	\$850
	SUBTOTAL							\$4,850
Total Hours		80	1010	120	36	97	\$2,870	
Percent of Total Hours		6%	75%	9%	3%	7%		
Hourly Rate		\$110.00	\$95.00	\$85.00	\$80.00	\$60.00		
Subtotals		\$8,800	\$95,950	\$10,200	\$2,880	\$5,820	\$2,870	

TOTAL **\$126,520**