



OTTER CREEK ENGINEERING

May 23, 2019

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

Subject: Town of Middlebury – MPD Decommissioning and Cleanup
Proposal for Civil Engineering Services (Phase 1)

Dear Dan:

Thank you for the opportunity to provide this proposal for civil engineering services related to demolition and clean-up of select components of the former wastewater treatment plant located on Lucius Shaw Lane in Middlebury. We continue to appreciate the opportunities to assist the Town with its civil engineering needs.

PROJECT UNDERSTANDING

It is our understanding that the Town of Middlebury is planning to demolish select items that remain from the Town's wastewater plant. We understand that the demolition will focus on removal of the digester building, the digester, two wash down tanks and portions of the control building. Due to the network of piping and utilities connecting these components, coordination with the Town's structural engineer and architect will be imperative. In addition to the removal of the items noted, the Town would also like to explore the implications and costs associated with the removal of the two sludge storage tanks located at the south east quadrant of the property. Following removal of the components above, the site will be graded to drain and revegetated.

Along with the demolition work, the Town is also seeking to make improvements to upgrade a dated section of water main. The water main improvements would extend from the relatively recent mainline improvements made as part of the police station construction and continue towards the pump station at the end of the drive

It is our understanding the Town wishes to have this project ready for construction in the spring of 2020.

SCOPE OF SERVICES

The services outlined in this proposal include survey and civil/site engineering assistance necessary for the proposed project. The scope is based upon our past projects with the Town, experience with similar projects, understanding of the project requirements, and familiarity with the local and State permitting processes.

1. **Topographic Survey** - Otter Creek Engineering will conduct a topographic field survey of the project site, which will include field verifying existing structures, drives, relevant surface features, and utilities. Underground utilities will be shown based on information from record drawings and visible field evidence. The survey will be limited to the project area, which we anticipate as being the area south of

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the control building to the south property line and along the fence east to the property boundary then north to Lucius Shaw Lane and then to the building face of the police station then west behind the former sand filter building and along the fencing of the solar panels at which point the survey corridor will narrow to approximately 75 feet and center on the existing water main westward to the pump station. A topographic base map with one-foot contour intervals will be generated.

2. **Concept Design** - Utilizing the topographic base map and utility information, we will prepare a conceptual plan depicting demolition of tankage, buildings, digesters and site utilities. A proposed site plan depicting waterline improvements and site grading will also be produced. The concept plans will be distributed to the project team for coordination purposes and approval. We anticipate a design review meeting with the Town and the project structural engineer and architect to discuss revisions to the plans. Discussions and decisions made at this meeting will be the basis for final design.
3. **Final Design** - Upon approval of preliminary design, Otter Creek Engineering will prepare final drawings and technical specifications for the project. We will coordinate one project meeting to review final design plans with the Town and design team to address any comments prior to issuing construction plans.
4. **Bid Phase** – Upon written authorization from the Town, Otter Creek Engineering will assist the Town in advertisement for public bids. We will manage the bid process and provide the Town with a recommendation of award. At this time, we anticipate incorporating demolition work associated with the sludge storage tanks as bid alternates which would provide the town useful cost information and possibly allow for the work to be included. It is presumed that both the demolition and water line replacement will be bid as a single contract.
5. **Construction Phase** – Otter Creek Engineering will maintain a part time presence on the project site during times when contractor and subcontractor activities are underway. We anticipate being on site during active work no more than 16 hours per week during the demolition with slightly more time once waterline installation takes place. We will provide both construction resident and construction administrative services.

PROJECT SCHEDULE

Otter Creek Engineering will schedule to begin our services outlined above upon receipt of your authorization to proceed. We propose the following schedule for the completion of these services:

	<u>Phase</u>	<u>Schedule</u>
1.	Topographic Survey	June 2019
2.	Concept Design	June 2019
3.	Final Design	July 2019
4.	Bid Phase	August 2019
5.	Construction Phase	May thru July 2020

This schedule will not preclude a fall of 2019 construction if the Town so chooses.

COST PROPOSAL

In line with the attached detailed man hour estimate, we propose the following hourly estimates:

<u>Phase</u>	<u>Budget</u>	<u>Terms</u>
1. Topographic Survey	\$ 4,500	Hourly
2. Conceptual Design	\$ 5,300	Hourly
3. Final Design	\$ 7,000	Hourly
4. Bid Phase	\$ 3,000	Hourly
5. Construction Phase	\$ 18,200	Hourly
PROJECT TOTAL	\$ 38,000	

Otter Creek Engineering will invoice monthly based on an hourly basis 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 meets with your approval, this document can serve as an engineering services agreement. The schedule and cost proposal provided are valid for a period of forty-five (45) days. If authorization is given beyond this period, we reserve the right to modify these items prior to agreement execution.

We appreciate the opportunity to submit this proposal. 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)
MPD DECOMMISSIONING AND CLEAN-UP
MAY 23, 2019**

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 Phase Services without Design: Because OCE did not prepare the Contract Documents for the Project, the Client agrees to the fullest extent permitted by law, to indemnify OCE from any damage, liability or cost, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of OCE.

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 days' 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.

BUDGET ESTIMATE

Client: Town of Middlebury
 Project: MDP Decommissioning and Clean-Up
 Date: 5/22/2019

Task Number	Task Description	Senior Project Engineer	Staff Engineer	Land Surveyor	Senior Eng'g Tech.	Senior RPR	Eng'g Tech.	Admin. Asst.	Expenses	Cost Per Task
1	Topographic Survey									
	Gather utility information trace water and other pipe	2			6				\$20	\$810
	Field Survey				16				\$20	\$2,820
	Base Mapping						12			\$960
	Subtotal									\$4,590
2	Conceptual Design									
	Conceptual Layout	16	8				4			\$2,760
	Coordination with Arch/Structural	8								\$880
	Meeting with Team	6	6				6		\$20	\$1,670
	Subtotal									\$5,310
3	Final Design									
	Final Design Plans	16	8				16		\$50	\$3,770
	Technical Specifications	1	2					8	\$50	\$810
	Contract Documents	4						8	\$50	\$970
	Meeting to review and finalize for Bidding	6					6	4	\$20	\$1,400
	Subtotal									\$6,950
4	Bid Phase									
	Preparation of Bid Advertisement	2	4		2				\$400	\$1,450
	Pre Bid Meeting	2	1					1	\$20	\$385
	Addendum	2	2					4		\$630
	Bid opening and Recommendation	3	1					2		\$535
	Subtotal									\$3,000
4	Construction Phase									
	Construction Admin	20						15		\$3,100
	Construction Review and Testing					144			\$1,500	\$15,180
	SUBTOTAL									\$18,280
	Total Hours	88	32	0	24	144	60	47	\$2,150	
	Percent of Total Hours	22%	8%	0%	6%	36%	15%	12%		
	Hourly Rate	\$110.00	\$85.00	\$110.00	\$95.00	\$95.00	\$80.00	\$60.00		
	Subtotals	\$9,680	\$2,720	\$0	\$2,280	\$13,680	\$4,800	\$2,820	\$2,150	
	TOTAL									\$38,130