



June 16, 2021

Dan Werner
1020 Route 7 South
Middlebury, VT 05753

Subject: Full Depth Reclamation and Bituminous Concrete Paving
Proposal for Resident Project Representative Engineering Services

Dear Dan:

Thank you for the opportunity to provide a proposal for civil engineering services for the upcoming full depth reclamation, milling, and bituminous concrete paving project of Rogers Road, Foster Circle, Fairview Circle, Monroe Street, Dwire Circle and Thomas Street. We appreciate the consideration to be part of this project and look forward to working with you.

PROJECT UNDERSTANDING

It is our understanding that the Town of Middlebury is seeking engineering services to act as a Resident Project Representative for this project, which consists of five major sections as follows:

Section 1: Rogers Road – This section begins at US Route 7 and ends at Monroe Street. It will receive a combination of shim paving, full depth reclamation (FDR), and paving. Beginning at US Route 7, mill a transition at the pavement joint and reclaim the road surface all the way to Monroe Street. This area is approximately 1,365 feet long x 24 feet wide. Gravel driveway aprons - nine (9) shall be graded and paved from the road pavement edge to 10 feet towards the property line. Paved driveway aprons – ten (10) shall be removed and re-paved. There are nine (9) mail-box turnouts in the section which will also be addressed.

Section 2: Foster Circle will receive full-depth reclamation and paving. This section measures approximately 185 feet by 24 feet. There are four (4) paved driveway aprons and two (2) mailbox turnouts.

Section 3: Fairview Circle will receive full-depth reclamation and paving. This section measures approximately 280 feet long by 24 feet wide. There are two (2) paved drive aprons, four (4) gravel drive aprons to be paved and five (5) mailbox turnouts.

Section 4: Monroe Street & Dwire Circle will receive shim paving, full-depth reclamation and paving. The shim area begins 300 feet west of the Monroe and Buttolph Drive intersection and goes east to Buttolph Drive. This area is 300 feet long by 24 feet wide. Reclamation begins on the east side of Monroe & Buttolph intersection and goes east to the end of, and including the cul-de-sac (Dwire Circle). This area is approximately 1,085 feet long and 23 feet wide. There are six (6) paved drive aprons (some are short transitions); 11 gravel aprons to be paved; and 14 mailbox turnouts (some are short).



Section 5: Thomas Street will receive full-depth reclamation and paving. Mill a pavement transition at Court Street (US Rt 7). This section is approximately 420 feet long by 20 feet wide with some additional on-street parking width. There is one (1) paved apron, seven (7) gravel aprons to be paved, and one (1) mailbox turnout.

SCOPE OF SERVICES

This scope is based upon our experience with similar projects and understanding of your project requirements. We propose to provide part-time resident project representative (RPR) services for the duration of the project, on an as-needed basis. We have assumed that RPR services will be necessary to review the reclaim and chloride cap, verify depth of pavement placement, verify dimensions and measure quantities of installed materials as outlined on the bid schedule, develop a punch list and address landowner concerns within each of the five segments. We have budgeted an average of 20 hours a week, for a period of 8 weeks. In addition, we will coordinate compaction testing with an independent testing company for both prepared base and bituminous concrete pavement.

PROJECT SCHEDULE

We can proceed with the project upon receipt of your authorization. OCE will coordinate the work with the Town of Middlebury and the selected Contractor, however, our expectation is that the work will be completed by October 15, 2021, based on the bid documents.

COST PROPOSAL

We propose to provide services outlined above on an hourly basis, plus expenses, in accordance with our most current Schedule of Rates and Fees. We will invoice monthly based upon the work completed at the end of each month. Based on our experience with similar projects, we recommend the following budgets:

Task	Budget
1. RPR Services (160 hours)	\$ 15,500
2. Independent Testing	\$ 2,500
Total	\$ 18,000

Additional services outside of this project scope requested by the Town of Middlebury will be provided on an hourly basis, plus expenses, in accordance with our most current Schedule of Rates and Fees at the time services are provided.

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. Please sign and date and return to our office.



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,

A handwritten signature in black ink, appearing to read 'R. Clark', written in a cursive style.

Robert Clark, P.E.
Senior Project Engineer

AUTHORIZATION TO PROCEED

Signature: _____

Name: _____

Date: _____

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SCHEDULE OF RATES AND FEES

ENGINEERING SERVICES:

- Managing Engineer.....\$150.00 per hour
- Senior Project Engineer.....\$125.00 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
- Wetland Scientist.....\$85.00 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

Permit Fees

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.

May 2021



STANDARD TERMS AND CONDITIONS

**OTTER CREEK ENGINEERING, INC. (OCE)
AND TOWN OF MIDDLEBURY (CLIENT)
RESIDENT PROJECT REPRESENTATIVE SERVICES
June 16, 2021**

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 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.