



August 24, 2018

Town of Middlebury  
Attn: Dan Werner, Director of DPW  
1020 South Route 7  
Middlebury, Vermont 05753

RE: Cady Road – Culvert Study and Hydraulic Analysis  
Proposal for Civil Engineering Services

Dear Dan,

East Engineering is pleased to provide this proposal for engineering services for the proposed culvert study on Cady Road in the Town of Middlebury (the Town). Thank you for the opportunity to submit this engineering proposal to the Town. For your reference, attached to this proposal are several similar projects that East Engineering has recently completed with other municipalities in Vermont.

### Project Understanding

There are two 48-inch culverts under Cady Road that convey water from two small un-named tributaries to Beaver Brook (a tributary of the Middlebury River). The Town is planning to reclaim and repave Cady Road during either the 2019 or 2020 construction season. The culverts need to be evaluated and repaired/replaced prior to paving Cady Road. The status of the culverts, including pipe condition, inlet/outlets, and hydraulic analysis needs to be evaluated in order for the Town to properly plan the overall Cady Road improvements.

### Scope of Services

The services outlined below are based on experience on similar infrastructure projects and knowledge of the State/Federal permitting process.

1. **Review of Existing Conditions** – East Engineering will complete a site review and survey of the culvert areas. In addition to the site review, a meeting with Town Department of Public Works staff is included to discuss utilities in the project area and other considerations of the culvert and overall Cady Road project.
2. **Hydraulic Analysis Report** – A hydraulic analysis report (letter format) of each structure will be completed and provided to the Town. The report will include detailed sections on the following items:
  - a. Hydrology & Channel Morphology
  - b. Existing Conditions
  - c. Repair/Replacement Recommendations
  - d. List of potential permit/regulatory requirements based on the recommendations.

A draft report will be submitted to the Town for review addressing the sections noted above. After the draft report is reviewed and the Town provides feedback/comments, East Engineering will provide a final copy of the findings.



**Project Schedule**

East Engineering can begin working on this project once the authorization to proceed is received. It is anticipated that the schedule will be as follows:

Cady Road Culvert Evaluation	
Phase	Dates
Project Award	Early September 2018
Site Visit & Draft Report	Late September 2018
Final Report	October 2018

**Cost Proposal**

East Engineering will provide invoices to the Town at the end of each month for the work performed. The engineering fees are as detailed below.

Engineering Scope Item	Fee	Basis
1 – Review of Existing Conditions	\$1,000	Lump Sum
2 – Hydraulic Analysis Report	\$1,500	Lump Sum
<b>Total Engineering Fee</b>	<b>\$2,500</b>	<b>Lump Sum (Not to Exceed)</b>

Any additional engineering services requested (additional to/outside the scope of this proposal) will be billed at \$95/hr + mileage.

**Authorization**

Thank you for the opportunity to submit this proposal. If the contents of this document and the attached standard terms and conditions meet the Town's approval, please sign below and return a copy to East Engineering.

Please let me know if there are any questions or you need any additional information.

Sincerely,

Tyler Billingsley, P.E.  
Engineer / Owner

**AUTHORIZATION TO PROCEED**

Signature: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attached:      East Engineering Standard Terms and Conditions  
                    Related Project Experience and References



## RELATED PROJECT EXPERIENCE AND REFERENCES

### TOWN OF RICHMOND

Contact: Pete Gosselin, Road Foreman – (802) 316-7562

**Collins Mountain Road Structure Replacement:** 12'x7' polymer coated steel culvert with cast-in-place concrete headwalls. Design, permitting, bid/construction engineering services.

**Stage Road Hydraulic Study:** Completed a hydraulic analysis and culvert inspection for a 5' corrugated metal pipe on Stage Road. Evaluation provided recommended improvements/replacements as well as regulatory/permitting requirements.



Collins Mountain Road Outlet Headwall

### TOWN OF SWANTON

Contact: Joel Clark, Road Commissioner and Selectboard Member – (802) 393-0550

**South River Street Structure Replacement:** 10'x7' Precast Concrete Box Culvert. Site is located directly adjacent to the Missisquoi River and new culvert invert is ~20' below roadway. Design and permitting services included inspection/removal of the existing laid stone culvert and coordination with State/Federal regulators due to the proximity to the Missisquoi River. Bid and construction engineering services were also provided to the Town.



South River Street Precast Concrete Culvert



### TOWN OF POWNAL

Contact: Joel Burrington, Road Foreman – (802) 375-3150

**Mount Anthony Road Structure Replacement:**  
16' open-bottom aluminum box culvert with aluminum headwalls/wingwalls. Structure is pinned to ledge with cast-in-place strip footings. Design and permitting engineering services provided.



16' Span Aluminum Box Culvert - Pownal

**Culvert Inventory and Capital Budget Plan:**  
Review and condition assessment of all Town highway culverts and road structures. Assessment includes a capital budget plan with priority projects.

### TOWN OF JAY

Contact: Shane Morin, VTrans District 9 Project Manager – (802) 673-5200  
Lynnette Deaette, Town Clerk/Treasurer – (802) 988-2996

**Cross Road Structure Repair:** Design, permitting, and bid/construction engineering services for the invert/headwall repairs on an existing 16' span corrugated metal multi-plate culvert. Design was completed in collaboration with VTrans and permitting services included a hydraulic analysis of the existing structure and proposed repairs.



Cross Road Culvert (pre-repair)



## Professional Services Terms and Conditions

### Client: Town of Middlebury

**Governing Law:** The CLIENT and EAST ENGINEERING, PLC agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Vermont.

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay EAST ENGINEERING, PLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Jobsite Safety:** Neither the professional activities of EAST ENGINEERING, PLC, nor the presence of EAST ENGINEERING, PLC or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. EAST ENGINEERING, PLC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, EAST ENGINEERING, PLC, and EAST ENGINEERING, PLC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Subconsultants:** EAST ENGINEERING, PLC may use the services of subconsultants when, in EAST ENGINEERING, PLC's sole opinion; it is appropriate and customary to do so.

**Buried Utilities:** EAST ENGINEERING, PLC and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by EAST ENGINEERING, PLC or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which EAST ENGINEERING, PLC relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against EAST ENGINEERING, PLC and anyone for whom EAST ENGINEERING, PLC may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by EAST ENGINEERING, PLC.

**Construction Observation:** The CLIENT hereby retains EAST ENGINEERING, PLC to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and EAST ENGINEERING, PLC, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EAST ENGINEERING, PLC to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

**Billings/Payments:** Invoices will be submitted monthly by EAST ENGINEERING, PLC, in EAST ENGINEERING, PLC's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and EAST ENGINEERING, PLC, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and EAST ENGINEERING, PLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay EAST ENGINEERING, PLC's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to EAST ENGINEERING, PLC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by EAST ENGINEERING, PLC. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. EAST ENGINEERING, PLC may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If EAST ENGINEERING, PLC has reason to believe that such a condition may exist, EAST ENGINEERING, PLC shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) EAST ENGINEERING, PLC has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and EAST ENGINEERING, PLC shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, EAST ENGINEERING, PLC shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

**Defects in Service:** The CLIENT shall promptly report to EAST ENGINEERING, PLC any defects or suspected defects in EAST

ENGINEERING, PLC's services of which the CLIENT becomes aware, so that EAST ENGINEERING, PLC may take measures to minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify EAST ENGINEERING, PLC shall relieve EAST ENGINEERING, PLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Indemnifications:** EAST ENGINEERING, PLC and the CLIENT mutually agree, to the fullest extent permitted by law, 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.

**Risk Allocation:** To the maximum extent permitted by law, EAST ENGINEERING, PLC's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or EAST ENGINEERING, PLC's fee, whichever is the lesser amount. Such causes include, but are not limited to, EAST ENGINEERING, PLC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or EAST ENGINEERING, PLC, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and EAST ENGINEERING, PLC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Ownership of Documents:** All documents produced by EAST ENGINEERING, PLC under this Agreement shall remain the property of EAST ENGINEERING, PLC and will not be used by the CLIENT for any other endeavor without the consent of EAST ENGINEERING, PLC. CLIENT agrees to indemnify and hold harmless EAST ENGINEERING, PLC from any claims that arise due to the reuse, or misuse of the work documents.

**Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and EAST ENGINEERING, PLC does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of EAST ENGINEERING, PLC. Therefore, the CLIENT agrees to release EAST ENGINEERING, PLC from any liability arising from the construction, use, or result of such changes.

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and EAST ENGINEERING, PLC. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and EAST ENGINEERING, PLC.

**Delays:** EAST ENGINEERING, PLC is not responsible for delays caused by factors beyond EAST ENGINEERING, PLC's reasonable control. When such delays beyond EAST ENGINEERING, PLC's reasonable control occur, the CLIENT agrees EAST ENGINEERING, PLC is not responsible for damages, nor shall EAST ENGINEERING, PLC be deemed to be in default of this Agreement.

**Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**Timeliness:** EAST ENGINEERING, PLC will perform its services with due and reasonable diligence consistent with sound professional practices.

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.