



August 31, 2022

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

Subject: Bakery Lane Reconstruction Project
Proposal for Engineering Services

Dear Dan:

Otter Creek Engineering, Inc. is pleased to present this proposal for the reconstruction of Bakery Lane and associated utility work. We appreciate the opportunity to submit this proposal and look forward to continuing our professional partnership with the Town of Middlebury.

PROJECT UNDERSTANDING

The Town of Middlebury seeks engineering assistance to evaluate, plan, bid, and construct necessary improvements for a complete reconstruction of Bakery Lane in Middlebury, beginning at Main Street and terminating just beyond the building currently occupied by the Hay Maker Bun Company.

We understand the primary goal of the project is the complete reconstruction of the roadway to accommodate vehicular and pedestrian traffic while also addressing ongoing drainage issues. It is our understanding that the existing water main, gravity sewer system, and pressure force main from the Town's wastewater pump station will also be replaced.

A component of the project will include the refurbishment of the existing wastewater pump station which serves this area. The design would consider the use of submersible solids handling pumps in a manner which is consistent with the other recent pump station improvement projects completed by the Town, while also considering the use of a "Surface Mounted" suction lift type pump station, due to site and land constraints.

SCOPE OF SERVICES

To complete this project, we anticipate the following tasks:

- A. Field Services and Base Mapping-** Otter Creek Engineering (OCE) will complete a topographic field survey at the project site, including structures, drives, relevant surface features and utilities. Underground utilities will be shown based on information available from Town records and visible field evidence. A topographic survey with one-foot intervals will be generated. We will obtain and review all available information for the pump station site, including drawings, surveys of utilities within the project area, submittal and shop

drawings from the original project, pump curve, pump run time data, and any known maintenance items and issues. Record information will be provided by Public Works Staff. Additionally, we envision working with the Town Wastewater Department to complete a camera inspection of the gravity sewer main in Bakery Lane to identify the location, size, and condition of the wastewater services. The cost of the camera inspection has been excluded from our proposal as we anticipate that the work would be coordinated with other inspection work completed by the Wastewater Department.

B. Design Development

1. **Project Kickoff Meeting** - After compiling a base map of the existing utilities within the project limits, we will coordinate a project kickoff meeting with Town staff. The meeting will confirm project goals, facilitate a more detailed inspection of the existing facilities, and allow for a discussion on the sequencing/schedule considerations which are necessary to accommodate the existing restaurants and businesses within the project area.
2. **Preliminary Engineering** - After the detailed inspection of the site and review of the scope with Town staff, we will provide a basis of design report, outlining the following design parameters associated with the refurbishment of the wastewater pump station:
 - Existing and proposed design flows, including estimates for average daily flow (ADF), maximum daily flow (MDF) and peak hourly flow (PHF).
 - Available wet well capacity and schematic designs for utilizing the dry pit as emergency storage.
 - Proposed pump system at the station to include:
 - Make, model and anticipated operating point
 - Local control and SCADA integration
 - Schematic layout of valves
 - Estimated construction cost of rehabilitation and anticipated construction duration.

We anticipate submitting this report to Town Staff for review and comment, along with 60% design plans for the other aspects of the project including, water main alignment / profile, gravity sewer, and force main. We will coordinate and attend a 60% design review meeting with Public Works Staff to discuss comments on the design and review the proposed construction sequencing and next steps. Comments and feedback from the Town will be incorporated into the basis of final design report for the wastewater pump station and reflected in the final design drawings.

3. **Final Design** - Once authorized to proceed into final design, we will prepare contract documents and construction plans for the proposed improvements. Contract documents will be prepared, utilizing the Engineers Joint Contract Documents Committee (EJCDC) format, and will include (at a minimum):

- An Advertisement for Bid;
- Information for Bidders;
- Bid Schedule;
- General and Special Conditions;
- Technical Specifications for the project.

Two (2) paper copies of the contract documents and contract drawings will be submitted to Town Staff for review. Upon completion of the Town’s review, comments will be addressed and incorporated into the bidding documents and drawings.

Two (2) paper copies and a PDF of final construction plans (to be issued for bidding) will be provided to the Town at the end of this phase of the project.

- 4. Cost Estimate** - A final estimate of the construction cost and construction duration will be provided to the Town concurrently with the construction documents and drawings for bidding.

- C. Permit Requirements** - At this time, we anticipate that a Public Water System General Permit from the Drinking Water and Groundwater Protection Division, a local zoning permit from the Town of Middlebury, and a Division of Fire Safety permit from the State of Vermont will be required for this project. We will prepare the necessary permit applications and supporting documentation. All application fees will be paid directly by the Town.

PROJECT SCHEDULE

Based on our understanding of the project, our scope of services, and the Town’s desire to move this project forward, we propose to complete the field work within 45 days of the Town’s authorization to proceed and will work through design and permitting over the fall and early winter.

COST PROPOSAL

We propose to provide services outlined above on an hourly basis, plus expenses, in accordance with Otter Creek Engineering’s most current Schedule of Rates and Fees at the time services are provided, copy attached. Otter Creek Engineering 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:

| Item | Budget |
|---------------------------------|-----------------|
| Field Services and Base Mapping | \$12,500 |
| Design Development | \$30,000 |
| Permitting | \$ 3,000 |
| Total | \$45,500 |



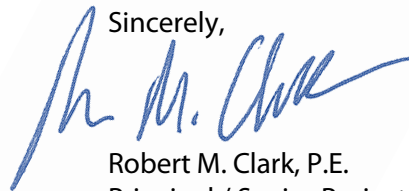
As the project progresses, we will keep you informed of the budget status and discuss any changes from the anticipated scope. Additional services requested by the Town of Middlebury will be provided on an hourly basis, plus expenses, in accordance with Otter Creek Engineering's most current Schedule 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,


Robert M. Clark, P.E.
Principal / Senior Project Engineer

AUTHORIZATION TO PROCEED

Signature: _____

Name: _____

Date: _____



STANDARD TERMS AND CONDITIONS

**OTTER CREEK ENGINEERING, INC. (OCE)
AND TOWN OF MIDDLEBURY (CLIENT)
BAKERY LANE RECONSTRUCTION PROJECT
August 31, 2022**

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.

SCHEDULE OF RATES AND FEES

ENGINEERING SERVICES:

- Managing Engineer.....\$155.00 per hour
- Senior Project Engineer.....\$135.00 per hour
- Project Engineer.....\$100.00 per hour
- Staff Engineer.....\$90.00 per hour
- Land Surveyor.....\$115.00 per hour
- Senior Environmental Engineer.....\$130.00 per hour
- Hydrogeologist.....\$110.00 per hour
- Senior Environmental Scientist.....\$95.00 per hour
- Environmental Scientist.....\$80.00 per hour
- Senior Engineering Technician.....\$100.00 per hour
- Wetland Scientist.....\$95.00 per hour
- Natural Resource Ecologist.....\$90.00 per hour
- Engineering Technician.....\$85.00 per hour
- Senior Resident Project Representative.....\$100.00 per hour
- Resident Project Representative.....\$90.00 per hour
- Administrative Assistant.....\$65.00 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 2022