

Memo

Department of Buildings and Facilities
Town of Hinesburg
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To: John Magnus, SD Ireland
From: Rocky Martin 
Date: December 20, 2012
Re: Request for Additional Compensation
CC: Pat Travers, Darrell Martin

In response to your 12/17 email "Hinesburg Requisition and project close out"

1. Blue stone steps- see 10/25 email from Pat Travers- we agree to pay \$1564 extra for steps, and installed quantity of "regular" walk.
2. Deletion of block walls- Landshapes submitted information for Rockwood unit block wall which was approved, they used Rockwood materials for 2 tree wells; see email string from 8/28-8/31/12. After that, no other submissions received or approved, claim for engineering fees/restocking denied.
3. Saw cutting of asphalt-quantity and unit price. VTrans approved concept of adding pay item for saw cutting- we need to determine quantity and unit price. Unit price should be based on fact Ireland could have done the entire saw cutting at one time, not in pieces.
4. Additional for excavating pavement after saw cutting. VTrans has ruled that this should be paid for under Common Excavation as it has been.
5. Restocking charges for the side inlet grates- agreed, please submit.
6. Three replacement structures for item 5-agreed, please submit.
7. 3 or 4 catch basins not installed- agreed, please submit.
8. Additional sign- agreed, please submit.
9. Cost for railing on Commerce St at \$46.80/LF- agreed but noted that Hawk Creek needs to install an additional horizontal rail where gap is too big on west end (they built in shop as if sidewalk was level)-please submit.

10. Crew down time/loss of productivity- utility conflicts:

Please see sheet 3 of 131 in the Contract Plans, Utility Notes 1 reads:

The locations, sizes, and types of existing utilities are shown as an approximate representation only. The Owner or Design Engineer have not independently verified this information as shown on the plans. The utility information shown does not guarantee the actual existence, serviceability, or other data concerning the utilities, nor does it guarantee against the possibility that additional utilities may be present that are not shown on the plans. Prior to ordering materials and beginning construction, the

Contractor shall verify and determine the exact locations, sizes, and elevations of the points of connections to existing utilities and, shall confirm that there are no interferences with existing utilities and the proposed utility routes, including routes within the public rights of way. Exploratory excavation shall be paid for under item 204.22-Trench Excavation of Earth, Exploratory.

In addition, please see VTrans 2006 Standard Specifications for Construction Book Section 105.07 Cooperation With Utilities (c) Utility Interference; No Claim for Delays:

The Contractor acknowledges and understands that, at the time of bid submission, it has considered all of the permanent and temporary utility facilities or appurtenances in their present and/or relocated positions as shown on the Plans and evident at the site. Notwithstanding any other provision of law, case law, regulation, or the Contract, no additional compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor due to any interference from utilities, utility companies, utility facilities, appurtenances, or the operation of moving them.

VTrans has concurred that they would deny claims for extra compensation based on utility conflicts and we agree.

11. Crew time for gas line relocation at retaining wall- VT gas to pay this

12. Temporary striping of cross walks and stop bars- if project had proceeded based on original schedule, it would have been complete and this would not have been necessary-denied.