

# OTTER CREEK ENGINEERING

March 17, 2014

Mr. Ashar Nelson  
Vermont Integrated Architecture  
PO Box 862  
Middlebury, VT 05753

Subject: Town of Hinesburg - Parking and Drive Improvements  
Proposal for Engineering Services

Dear Ashar:

Thank you for the opportunity to provide civil/site engineering services for the parking and drive improvements proposed as part of the Town of Hinesburg Police and Fire Stations Project. We continue to appreciate being a part of the project team and look forward to continuing our relationship with Vermont Integrated Architecture (VIA) and the Town.

## PROJECT UNDERSTANDING

The Town of Hinesburg has received an Act250 Land Use Permit for the construction of a new Police and Fire Station. Construction is currently underway on the Police Station. The Town is now interested in completing the overall site design for the land behind (west) of the fire station adjacent to Farnall Drive. The anticipated project scope includes drives, parking, walkways, site grading, and stormwater conveyance. A construction start date has not yet been identified for the proposed project.

## SCOPE OF SERVICES

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

1. **Schematic Design Phase** - Otter Creek Engineering will review the schematic plans prepared by VIA and provide input on the site and infrastructure layout and design. Our budget does not anticipate modifications to the Fire or Police Station site designs prepared previously.
2. **Design Development Phase** - With the Town's approval of the schematic design, we will commence work on the civil/site drawings and details. The following tasks will be completed in this Phase:
  - a. **Topographic Survey** - Based upon the schematic information available at this time, we assume that base topographic and boundary information compiled for the Police/Fire Station Project will be sufficient for completion of the rear parking/drive design. We have included one day of fieldwork to revise the existing conditions plan to reflect fill that was placed at the rear of the Fire Station and also to record as-built information for the Police Station driveway.
  - b. **Final Design** - Utilizing the topographic base mapping and schematic design, Otter Creek

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Engineering will prepare final design drawings and construction specifications for the proposed civil/site work. Based on our understanding of the project to date, our work will include design of:

- i. Driveway, parking and sidewalks,
- ii. Site grading, drainage and erosion control,
- iii. Stormwater collection and conveyance systems.

We do not anticipate changes to the Fire Station water and wastewater services or building occupancy which were previously permitted by the State as part of the Police Station Project.

3. **Permitting Phase** - Otter Creek Engineering has included in our budget limited support during the permitting phase. Our services will include:
  - a. Local Site Plan Approval (Parking/Drive Improvements) - Architect to lead; Otter Creek has budgeted for one meeting, four hours total, to attend the local hearing with the Town of Hinesburg Development Review Board to discuss the project.

State of Vermont Construction General Permit (Erosion Control) - We anticipate that the project will disturb more than one acre of soil during construction and therefore, a Construction General Permit will be required. However, due to the timing of construction for this phase of the project we have not included preparation of a Construction General Permit application in our scope.

State of Vermont Stormwater Discharge Permit - New impervious surface proposed for the parking/drive project will be required to obtain permit coverage. Work performed previously by Otter Creek Engineering permitted the Police and Fire Station project but did not include impervious surfaces associated with this parking/drive project. We did perform calculations to verify that the existing treatment system (Creekside) could accommodate a master build-out of the Town's property. As requested, we have not included in our budget time to prepare a stormwater discharge permit for the parking/drive project.

We understand that the project is not required to obtain Act250 Land Use Permit approval for the proposed project. Therefore, we have not included time in our budget to prepare and file an application.

All permit application fees will be paid directly by the Owner.

4. **Construction Documents** - Otter Creek Engineering will prepare civil/site construction drawings and technical specifications.
5. **Bid and Construction Phases:** Since the timing of construction of the project has not yet been identified we have not included Bid and Construction Phase Services in our budget which will be subject to further discussions.

## **COST PROPOSAL**

We propose to provide the services outlined above based upon the following lump sum fee schedule:



<u>PHASE</u>	<u>LUMP SUM FEE</u>
Schematic Design	\$ 250
Design Development	\$ 3,500
Permitting Phase	\$ 425
Construction Documents	\$ 500
Bid and Constr. Phase	T.B.D.
<b>Total</b>	<b>\$4,675</b>



Hourly tasks will be invoiced in accordance with Otter Creek Engineering's most current Schedule of Rates and Fees at the time services are provided. We will invoice monthly based upon the work completed 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.

Additional services required by Vermont Integrated Architects or the Town of Hinesburg 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**

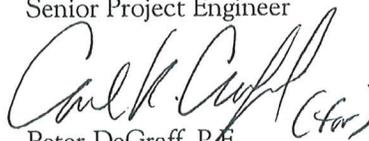
If this proposal and the attached Standard Terms and Conditions meet with your approval, this document can serve as a Professional Engineering Services Agreement with your signature and date in the space provided below. Please sign and date both copies, retain one copy for your file and return the other 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,  


Brent F. Rakowski, P.E.  
 Senior Project Engineer



Peter DeGraff, P.E.  
 President

**AUTHORIZATION TO PROCEED**

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

Name: \_\_\_\_\_

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

STANDARD TERMS AND CONDITIONS

OTTER CREEK ENGINEERING, INC. (OCE)  
AND VERMONT INTEGRATED ARCHITECTURE (CLIENT)  
TOWN OF HINESBURG - PARKING AND DRIVE IMPROVEMENTS  
March 17, 2014



**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.

SCHEDULE OF RATES AND FEES



OTTER CREEK  
ENGINEERING

**ENGINEERING:**

- Principal Engineer .....\$115.00 per hour
- Managing Engineer .....\$100.00 per hour
- Senior Project Engineer.....\$95.00 per hour
- Hydrogeologist.....\$95.00 per hour
- Project Engineer .....\$80.00 per hour
- Senior Engineering Technician.....\$80.00 per hour
- Senior Resident Project Representative .....\$80.00 per hour
- Environmental Scientist.....\$70.00 per hour
- Resident Project Representative .....\$70.00 per hour
- Engineering Technician .....\$70.00 per hour
- Administrative Assistant.....\$47.00 per hour

**EXPENSES:**

Subcontracted Services:

Special consultants, material testing, equipment charges, outside survey or mapping, reproduction services, as required ..... At Cost Plus 10% OR 8%

Mileage ..... Allowable IRS Rate

Lodging, Meals ..... At Cost

Per Diem (lodging, meals) ..... \$100 per night

Photocopies:

	<u>Bond</u>	<u>Mylar</u>
▪ 8 ½" x 11" (Black and White)	\$0.10 each	
▪ 8 ½" x 11" (Color)	\$0.20 each	
▪ 24" x 36" (Standard Size)	\$3.00 each	\$12.00 each
▪ Other Large Scale Copies	\$0.50 / sf	\$ 2.00 /sf

Toll Phone Charges .....No Charge

Other Charges ..... By Special Mutual Agreement

**TERMS:**

Please refer to terms set forth in the agreement.

May 2012