



Attachment A

PROJECT DESCRIPTION

VHB will develop contract documents and provide construction observation services for drainage improvements on the following roads, totaling approximately 16,933 linear centerline feet:

Road	Limits	Length	Assumed Treatment
Case Street	Cherry Brook Road to 400' north of Ridge Road	8,003	Reclaim
Gracey Road	Sexton Hollow Road to Dry Bridge Road	8,930	Mill, patch, & overlay

The Town (Client) anticipates making roadway improvements to Case Street and Gracey Road in 2014. The Town will issue two (2) separate construction contracts for the roadway improvements. The first will be the drainage improvements for which VHB will develop contract documents and provide construction inspection services; and the second will be a paving project for which VHB will provide limited survey services during construction. This proposal provides a breakdown in design cost for each roadway. VHB will rely on Client provided mapping including topography for development of schematic drawings for the drainage improvements on the above roadways. More specifically, VHB will perform the following scope of services:

SCOPE OF SERVICES

1.0 SEMI-FINAL ENGINEERING (70%) SUBMISSION

- 1.1 Field Reconnaissance: VHB will conduct a review of existing conditions of the project roadways and quantify the following:
  - Catch basin reset or replacement
  - Locations of new catch basins
  - Locations of underdrain installation
  - Curb repair/replacements
  
- 1.2 Semi-Final Schematic Drawings: VHB will develop schematic drawings to be included in the bid documents identifying the locations of drainage improvements using Client provided mapping data as a base. The following sheets are to be included in the bid documents:
  - Title Sheet
  - General Notes
  - Detailed Estimate Sheet
  - Miscellaneous Details
  - Schematic Drainage Layout
  
- 1.3 Semi-Final Engineering Specifications: VHB shall prepare the following specifications

and special provisions for the use in preparing bid documents:

- Cut bituminous concrete pavement
- Reset catch basin
- Install catch basin
- Trench excavation
- Bedding material
- Temporary pavement
- Pipe Inspection
- Drainage pipe
- Underdrain
- Maintenance and protection of traffic
- Trafficperson(s)
- Curbing
- Furnishing and placing topsoil
- Turf establishment

- 1.4 Semi-Final Engineering Estimate: VHB will develop an estimate of the quantities and costs for the work as detailed on the Semi-Final Engineering submission. The cost will be based on recent readily available bid price data for similar work.

## 2.0 FINAL ENGINEERING (100%) SUBMISSION

- 2.1 Review and Respond to Comments: VHB will review and respond to all written comments received from the Town on the Semi-Final Engineering submission. VHB will prepare a written response to these comments.
- 2.2 Final Engineering Drawings and Specifications: VHB will coordinate with the Town in order to incorporate all required revisions based on the response to comments as well as finalize the plans and special provisions.
- 2.3 Bid Documents: VHB shall combine the Town's front end specifications with the special provisions developed under Task 2.2. The front end specifications may include invitation to bid, standard instructions to bidders, bid forms, contract and prevailing wage rates. The Town is responsible for providing all front end documents.
- 2.4 Cost Estimate: VHB will finalize an estimate of quantities and cost for the work as detailed on the Final Engineering Design submission. The cost will be based on recent bid price data for similar work.

## 3.0 UTILITY COORDINATION

VHB anticipates the following utility coordination efforts for this project:

- VHB will initiate utility coordination efforts and will provide a listing of the project roadways to each utility company with facilities within the project limits for early identification of planned utility projects.

- VHB shall submit schematic drawings showing the proposed work to the various utility companies, for review and identification of coordination needs. VHB will coordinate the proposed work and potential conflicts with the utility companies.
- VHB will attend one utility coordination meeting to facilitate coordination with the utilities.

#### 4.0 PROJECT COORDINATION AND MEETINGS

VHB shall attend two project meetings. The first meeting will be during semi-final design after the field review where the details of the drainage improvements will be discussed. The second meeting will be to discuss the comments for the Semi-Final Engineering Design submission.

VHB will provide a monthly status report to the client identifying project progress during the preceding month, anticipated work to be completed in the next month, and any outstanding issues to be addressed.

#### 5.0 BID/CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS)

VHB will provide the following services during the bidding and construction phase of the project. These services shall be reimbursed on a time and materials basis as described in the compensation section.

##### 5.1 Support During the Bidding Phase:

###### 5.1.1 Response to Bid Questions

In coordination with the Town, VHB will review and provide responses to bidder questions. As required, VHB will prepare addenda in accordance with 5.1.2 below.

###### 5.1.2 Addenda Preparation

As required by 5.1.1 above VHB will coordinate with the Town to prepare necessary addenda to address corrections to the bid documents. Addenda deliverables will include all documents that required revision – 3 printed copies (half size) and an electronic format (PDF).

###### 5.1.3 Pre-bid Meeting

VHB will organize and lead a pre-bid meeting to familiarize all prospective bidders with the contract requirements and expectations.

###### 5.1.4 Bid Review

VHB will assist the Town in reviewing bids received including evaluation of unit prices and checking references for the apparent lowest bidder.

##### 5.2 Support During the Construction Phase Services:

###### 5.2.1 Consultation During Construction of Drainage Improvements

VHB shall attend field meetings as required throughout the duration of construction. For the purposes of this scope of services VHB has assumed eight (8) field meetings.

5.2.2 Design Support During Construction of Drainage Improvements

VHB shall review shop drawings and review and process change orders as required during the construction phase of the project.

5.2.3 Construction Observation Services

VHB will provide a chief construction inspector full time during the construction of the drainage improvements. A VHB resident engineer will visit the construction site(s) at least once per week while construction activities are active. For the purpose of developing an estimated fee, VHB has assumed a total of 45 construction days for construction of the drainage improvements on Case Street and Gracey Road.

5.2.4 Design Support During Paving Operations

VHB will provide construction engineering and survey services as required to verify the proper grading and drainage of the roadways prior to and during paving operations.

Based on a preliminary field review, the following areas may require design support services during construction:

- Flat grades and areas that may require installation of drainage were noted on Case Street beginning 950 feet north of Windmill Lane, proceeding south approximately 9,000 feet
- Isolated locations on Gracey Road

**SERVICES NOT INCLUDED**

The following services are not anticipated, and therefore not included in this Agreement at this time:

- Sidewalk or Pedestrian Ramp design
- Additional special provisions/specifications
- Laboratory/field testing of materials
- Additional meetings
- Additional survey services
- Base mapping
- Traffic or parking studies
- Structural or Geotechnical services
- Local or State permits
- Public outreach
- Signal design/plan modifications
- OSTA coordination/submittals

Additionally, based on discussions with the Town, VHB will not be required to perform drainage computations to verify existing and proposed pipe sizes and catch basin locations. The Town has indicated that existing pipes are adequately sized to accommodate existing and future flows and the Town is not experiencing street flooding due to an undersized drainage system.

Should services be required in these areas, or areas not previously described, VHB will prepare a

VHB Proposal – Town of Canton Road Program Construction Documents

proposal or amendment, (at the CLIENT's written request), that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

**SCHEDULE**

**CASE STREET AND GRACEY STREET**

<u>Task</u>	<u>Completed</u>
Notice to Proceed	June 16, 2014
Semi-Final Engineering (70%)	July 14, 2014
Final Engineering (100%)	August 4, 2014
Bid	August 11, 2014

Note that the schedule for delivery of semi-final engineering above is dependent upon weather and road conditions. Snow, ice, or other conditions that prevent VHB from completing the field reconnaissance or topographic survey tasks will result in a corresponding delay in delivery of the semi-final plans.

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COMPENSATION

CONSTRUCTION DOCUMENTS

VHB shall perform Tasks 1 through 4 of this scope of services on a lump sum basis. Task 5 shall be billed on a time and materials basis based on the labor rates below. The total lump sum fee for completing Tasks 1 through 4 of the scope of work outlined in this proposal is \$69,230.

Task	Case Street	Gracey Road	Task Subtotal
1.0 Semi Final Engineering Design (70% Submission)	\$17,280	\$18,625	\$35,905
2.0 Final Engineering Design (100% Submission)	\$8,845	\$9,240	\$18,085
3.0 Utility Coordination	\$3,330	\$3,330	\$6,660
4.0 Project Coordination and Meetings	\$4,290	\$4,290	\$8,580
<b>Totals:</b>	<b>\$33,745</b>	<b>\$35,485</b>	<b>\$69,230</b>

TIME AND MATERIALS (ESTIMATED)

The total estimated time and materials fee for completing Task 5 of the scope of work outlined in this proposal shall not exceed \$98,530 without prior written authorization from the Client.

Task	Case Street	Gracey Road	Task Subtotal
5.0 Bid/Construction Phase Services (Times and Materials)	\$45,695	\$52,835	\$98,530

5.0 Bid/Construction Phase Services (Times and Materials) \$98,530

**Subtotal Time and Materials Fee: \$ 98,530**

REIMBURSABLE EXPENSES

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. For budgetary purposes, VHB estimates that reimbursable expenses will be approximately \$6,000.

Reimbursable Expenses: \$6,000

**TOTAL FEE: \$173,760**



HOURLY RATES FOR CONSTRUCTION PHASE SERVICES

Project Manager	\$135
Construction Engineer	\$135
Senior Project Engineer	\$110
Survey Chief	\$105
Project Engineer	\$95
Chief Inspector	\$95
Surveyor	\$85

## PART II

VANASSE HANGEN BRUSTLIN, INC.  
TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse Hangen Brustlin, Inc. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$ -0- IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any

questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:
- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate.
  - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
  - Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and sub-consultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.
14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).
17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.  
  
If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.
18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a

resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.
23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.
25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.

*(The following terms are applicable for Project sites located in Massachusetts)*

27. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP)

registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to DEP.

28. Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.