

November 19, 2020

Agenda Item III.3

Valerie Capels, Town Administrator
 Town of Bristol
 1 South Street
 Bristol, Vermont 05443

RE: Proposal for Test Pit Additional Services - #47001
 Bristol Public Works Department
 Proposal for Building, Site and Needs Analysis

Dear Valerie,

As requested by the Town of Bristol, Bread Loaf Corporation submits the following proposal for Test Pit Additional Services for approval and authorization to proceed in accordance with the Bristol Public Works Department Building, Site and Needs Analysis Proposal.

Knight Consulting Engineers, Inc. working as a consultant for Bread Loaf Corporation, shall assist in Bread Loaf in observation of test pits and provide preliminary recommendations for soil remediation and foundation systems. Geotechnical Engineering Services provided by Knight Consulting Engineers, Inc. shall be in accordance with the attached Knight Consulting Engineers, Inc. Proposal dated, November 18, 2020.

Excavation and backfilling of Test Pits shall be provided by the Town of Bristol Public Works Department. Test pits are proposed to be located as indicated on the enclosed Test Pit Diagram. Proposed test pit location and quantity may need to be adjusted depending upon the conditions encountered in the field.

The proposed additional services fee for Test Pits is Six Thousand Nine Hundred Three dollars (\$6,903.00) as itemized below.

Knight Consulting Engineers, Inc.	\$4,580.00	times a multiplier of 1.15	\$5,267.00
James Pulver, VP of Architecture	2 hr.	\$146.00/hr.	\$292.00
Steve Rooney, Architect	8 hr.	\$91.00/hr.	\$728.00
Tom Hajosch, Designer	4 hr.	\$81.00/hr.	\$324.00
Fred Bellucci, VP of Estimating	2 hr.	\$142.00/hr.	\$292.00
Total			\$6,903.00

If this proposal is deemed to be acceptable, please provide an authorized signature at the space below indicating authorization for Bread Loaf Corporation to proceed with Test Pit Additional Services.

Please contact me at 802 388 9876, x 277, if there are any questions. We look forward to completion of these services.

Sincerely,

Jim Pulver
Vice President of Architecture

Encl: Knight Consulting Engineers, Inc. Proposal for Geotechnical Engineering dated
November 18, 2020
Test Pit Diagram dated 11/10/2020

cc: Steve Rooney, BLC
Kim Hoff, BLC
File

Approval and Authorization
Town of Bristol

By: _____

Title: _____



November 18, 2020

Bread Loaf Corporation
Attn: Stephen Rooney, AIA
1293 Route 7 South
Middlebury, VT 05753

Re: Proposal for pre-design Investigation of fill materials at the proposed DPW-Police Facility at the end of Pine Street in Bristol, Vermont.

Dear Stephen:

At your request, our firm has prepared this proposal to perform pre-design Investigation of fill materials at the proposed DPW-Police Facility at the end of Pine Street in Bristol, Vermont. This proposal is based upon the RFP emailed to our office on 11/12/2020 and a brief site visit performed on 11/13/2020. Our firm proposes the following services:

1. KCE will review and coordinate with Bread Loaf on the proposed soil boring location. DIG-SAFE will be coordinated by others.
2. KCE will coordinate with and engage Mike's Boring & Coring (MB&C) to perform approximately 3 to 4 soil borings. Soil sampling will be performed using a truck rig. The soil borings will be sampled to a depth of 20 to 25 feet or refusal, whichever comes first. Continuous (2-foot) sampling will be performed in the top 12 feet and 5-foot thereafter. KCE will perform nearly full-time observation of the soil sampling operation so that field indicator testing can be performed on clay samples (if applicable) and adjustments can be made to the sampling program, as needed. Boreholes will be backfilled using the spoils from the soil sampling process. Excess spoils will be mounded over the holes.
3. Soil sampling will be performed using split-spoon samplers. Rock coring is not included in the Basic Services.
4. KCE will review the boring logs. This laboratory testing will assist in the determination of soil strength characteristics. Laboratory testing is not included in the Basic Services.
5. KCE will perform a cursory evaluation of the potential slope stability risks at the site perimeter based upon the site topography and soils encountered. This evaluation may not be possible if the fill materials contain significant quantities of non-granular materials (i.e. silts, clays & organics).
6. KCE will site history information provided by Bread Loaf.
7. KCE will prepare a brief summary letter, including the boring logs and location map. The letter will discuss the soil boring program, soil layering and evidence of fill materials. The letter will also include the findings of the cursory slope evaluation. The letter will conclude with a discussion of the potential construction impacts relative to the fill materials and slope risks.

Compensation will be on a time-and-materials basis with a not-to-exceed limit of \$4,580 for the Basic Services. The cost breakdown is as follows:

<u>Basic Services:</u>		<u>Budget</u>
Coordination:	2 hrs @ \$120/hr =	\$ 240
Truck Rig Mobilization:	1 @ \$385/Ea. =	\$ 385
3 to 4 Soil Borings:	1 day @ \$1,787.50/day =	\$ 1,788
Materials:		\$ 92
Soil Sampling Oversight:	8 hrs @ \$120/hr =	\$ 960
Mileage:	60 miles @ \$0.575/mile =	\$ 35
Basic Soil Calculations:	2 hrs @ \$120/hr =	\$ 240
Slope Risks:	2 hrs @ \$120/hr =	\$ 240
Review Site History Info:	1 hr @ \$120/hr =	\$ 120
Summary Letter:	4 hrs @ \$120/hr =	\$ 480
Total		\$ 4,580

Unless specifically noted otherwise, the work described does not include:

- a. Assessments as to the presence, quantity or nature of hazardous materials.
- b. Surveys.
- c. Hauling excess spoils off-site (at cost+10%).
- d. Laboratory testing.
- e. Rock coring.
- f. Assessments of bearing capacities or seismic site class.
- g. Detailed design or construction recommendations.

Enclosed with this proposal are copies of our 2020 Rate Schedule and our Standard Terms and Conditions of Agreement. Based upon current availability, the soil borings can be performed November 23rd, 25th or 30th. The soil borings should be completed in 1 day. The summary letter will be submitted within 10 days after completing the field work.

If you have any questions, please contact the undersigned. If this is acceptable, please sign and return one copy.

Sincerely,



Eric Goddard, P.E.
Senior Vice President

Bristol DPW-Police Fill Investigation Proposal (11-18-2020).doc

Signed: _____
(Stephen Rooney, AIA)

Printed: _____

Dated: _____



September 25, 2020

STANDARD RATES FOR ENGINEERING SERVICES

PERSONNEL

Expert Witness Services	\$160.00/Hour
Principal Engineer 1	\$135.00/Hour
Principal Engineer 2	\$120.00/Hour
Senior Engineer	\$105.00/Hour
Professional Engineer/Designer/Project Manager	\$95.00/Hour
Assistant Engineer/Senior Draftsman	\$80.00/Hour
Draftsman	\$58.00/Hour
Construction Engineer	\$70.00/Hour
Administrative Assistant	\$46.00/Hour
Construction Engineer (OT Rate)	\$90.00/Hour

GEOTECHNICAL SOIL TESTING

Moisture Content (ASTM D2216).....	\$35.00/Test
Dry Sieve (ASTM C136)	\$60.00/Test
Organic & Moisture Content (ASTM D2974).....	\$70.00/Test
Atterberg Limits (ASTM D4318)	\$90.00/Test
Uniaxial Consolidation (ASTM D2435 for 1 Sample).....	\$550.00/Test
Uniaxial Consolidation (ASTM D2435 for 2 Samples)	\$825.00/Pair

MISCELLANEOUS

Travel	\$0.575/Mile
All travel time from Williston is charged at the listed hourly rates	
Direct expenses for Transportation & Subsistence, Printing, Telephone, etc.	At Cost
Other expenses (Subcontractors, etc.)	Cost + 15% Max.



STANDARD TERMS AND CONDITIONS OF AGREEMENT November 18, 2020

Page 1 of 2

1. DEFINITIONS

CLIENT: The person or legal entity with whom Knight Consulting Engineers, Inc. has entered into this agreement for services.

KCE: Knight Consulting Engineers, Inc., 183 Commerce Street, Williston, VT 05495: The Engineering Professional retained to provide the services of this agreement.

2. BILLING AND PAYMENT PROVISIONS

INVOICES: Invoices submitted by KCE (monthly) are due upon presentation, and shall be considered PAST DUE if not paid within thirty (30) calendar days to the invoice date.

FINANCE CHARGES: A finance charge of 1.5% per month will be charged on balances due for a period greater than thirty (30) calendar days.

COLLECTION COSTS: In the event action is necessary to enforce the payment provisions of this Agreement, KCE shall be entitled to collect from the Client all collection expenses to include any judgment or settlement sum due, reasonable attorneys' fees, court costs and expenses incurred by the Engineering Professional in connection therewith and, in addition, the reasonable value of the Engineering Professional's time and expenses spent in connection with such collection action, computed at the Engineering Professional's prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Client fails to make payments when due or otherwise is in breach of this Agreement, KCE may suspend performance of services upon five (5) calendar days' notice to the Client. KCE shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

TERMINATION OF SERVICES: If the Client fails to make payment to KCE in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by KCE.

SET-OFFS, BACK CHARGES, DISCOUNTS: 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 this Agreement by either party. Payment of any invoice by the Client to KCE shall be taken to mean that the Client is satisfied with the Engineering Professional's services and is not aware of any deficiencies in those services, and accepts these terms and conditions.

3. DISPUTES

a) **MEDIATION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and KCE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

b) **ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

4. CERTIFICATIONS, GUARANTEES

KCE shall not be required to sign any documents, no matter by whom requested, that would result in KCE's having to certify, guarantee or warrant the existence of conditions whose existence KCE cannot ascertain. The Client also agrees not to make resolution of any dispute with KCE or payment of any amount due to KCE in any way contingent upon the KCE's signing any such certification.

5. HAZARDOUS MATERIALS

It is acknowledged by both parties that KCE's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event KCE or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of KCE's services, KCE may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialists, consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

6. JOBSITE SAFETY

Neither the professional activities of KCE nor the presence of KCE employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligation, 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. KCE and his or her 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.

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7. **STANDARD OF CARE**

Services provided by KCE under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. **OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Engineering Professional as instruments of service shall remain the property of KCE. The Engineering Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

9. **TIME BAR TO LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after seven (7) years have passed from the date of final invoice by KCE, unless KCE's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

10. **REJECTION OF WORK**

KCE shall have the authority to reject any work of the contractor, which is not, in the professional judgment of KCE, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject KCE to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions of the work on this project. Only the owner has the authority to stop work.

11. **TIMELINESS OF PERFORMANCE**

The Engineering Professional will perform his or her services with due and reasonable diligence consistent with sound professional practices.

12. **THIRD PARTY BENEFICIARIES**

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 KCE. KCE's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against KCE because of this Agreement or the performance or nonperformance of services hereunder.

13. **INDEMNIFICATION**

KCE agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the KCE's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom KCE is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold KCE harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors and consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. KCE is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.