

## Bristol Town Administrator

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**From:** Barb Evans <bevanskce@gmail.com>  
**Sent:** Monday, March 15, 2021 3:30 PM  
**To:** Bristol Town Administrator  
**Cc:** Recreation Director; Treasurer; mwhain@kcevt.com  
**Subject:** Corrected Proposal 1 South St, Bristol, VT 05443  
**Attachments:** Standard Terms ver 07.pdf

Please use this version. In the previous version there was one stray sentence after the fee which I just removed.

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**From:** Barb Evans [mailto:bevanskce@gmail.com]  
**Sent:** Monday, March 15, 2021 3:26 PM  
**To:** 'Bristol Town Administrator'  
**Cc:** 'Recreation Director'; 'Treasurer'; 'mwhain@kcevt.com'  
**Subject:** Proposal 1 South St, Bristol, VT 05443

Dear Valerie Capels,

This email serves as our proposal to provide structural engineering consultation on the bell tower of Holley Hall (c. 1884). There have been some leaks at the bell tower floor level and the floor-level wooden frame, which supports the bell frame, is deteriorated. The deterioration allowed the support frames to lean outward, so that the gudgeon almost lost bearing and slipped off; to address this the frames have been temporarily tied together with turnbuckles, cable and steel angles.

You would like a structural assessment of the integrity of the bell tower floor, columns and framing under the floor and, if required, recommendations for repair. A thorough assessment will probably require that the underside of the bell tower floor be exposed. Based upon my understanding of the scope, I propose to provide the following services:

1. Perform a Limited Observation\*, on site, to observe the areas of concern (1.5 hr round trip travel, 1.0 hr on site).
2. Document, measure and photograph areas of concern, and discuss it with you during the site visit.
3. Prepare a brief letter report with observations, and general recommendations (2.0 hrs).

The fee for the proposed services will be \$635.50 for the site visit; this includes \$28 in mileage (50 miles x \$0.56 per mile).

At this time, it is believed that the scope only includes one site visit and the scope listed above. If you request additional services (such as additional site visits or repair sketches) then these will be performed at the rate of \$135 per hour for any additional time required.

I will be performing a \*Limited Observation (see below for definition), and will not be performing excavation, demolition or moving furniture, insulation or storage, so my opinions will be based upon visible evidence and our experience.

Please provide any structural drawings, construction documentation, and/or previous structural reports which may exist. Please remove ceiling and provide a ladder if required to view underside of the bell tower floor. According to this website <https://www.burlingtonfreepress.com/story/news/local/2014/12/18/history-space-bridgtons-meeting-place/20613693/> the original plans may be available from the Bristol Historical Society. If you have a contact at the society would you contact them so that I can view the plans.

This proposal is subject to our Standard Terms and Conditions of Agreement, a copy of which is attached to this email. Please let me know if you have any questions. I look forward to working with you on this project.

**\*LIMITED OBSERVATION:**

“Since the building is complete and finished, with most, if not all, structural systems concealed, and since we are not expected to perform demolition/excavation, this will be a limited observation based upon evidence readily available at the time of the site visit. In addition, since the client wishes to limit the number of hours spent on the assessment, the visit is not intended to be an exhaustive check, or a detailed inspection, but rather is to allow us to become generally familiar with the quality and condition of the structure and to determine, in general, if the exposed structure is serviceable and/or if repairs are recommended. The Client understands that a limited observation cannot reveal every detail of a structure that might be of interest. The Engineer will use his skill and judgment to provide an informative and unbiased report. The verbal and written reports by the Engineer are not to be construed as guarantees or warranties of the condition of the buildings and grounds. Calculations of structural capacities will not be included unless specifically requested. Knight Consulting Engineers, Inc. shall not be responsible for the design or adequacy of any portion of the existing structure not specifically designed by us.

**\*\*COVID-19:**

We currently have a “No Handshaking” policy and physical contact will be avoided. Engineer will wear protective personal equipment appropriate to the situation (which may include disposable gloves, disinfectant and face mask). Please advise (in advance) if anyone who will be present (or their family members) have traveled out of state, been exposed to a confirmed case, or had symptoms associated with COVID-19 (fever, cough, or shortness of breath) within the last 14 days.

Regards,  
Barb

Barbara Evans, P.E.  
Knight Consulting Engineers, Inc  
PO Box 1146  
Williston, VT 05495  
802-879-6343 X3  
802-310-0918 (cell)





## STANDARD TERMS AND CONDITIONS OF AGREEMENT

Page 1 of 2

April 8, 2019

### 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.

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. **LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the project to both the Client and KCE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KCE and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of KCE and its subconsultants to all those named shall not exceed \$50,000 or KCE's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

14. **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.