



June 27, 2024

Town of Richmond  
Attn: Josh Arneson, Town Manager & Pete Gosselin, Road Foreman  
203 Bridge Street  
Richmond, VT 05477

RE: Proposal for Dugway Road Project

Dear Josh and Pete,

In response to the Town's request for proposals, East Engineering is providing this proposal for design, permitting, bid and construction engineering services for the improvements needed on Dugway Road, adjacent to the Huntington River, due to the flooding that occurred in July 2023.

### **Scope of Services**

The services outlined below are based on experience on similar infrastructure projects, an on-site meeting with the Town/FEMA, and knowledge of the State/Federal permitting process. The road will be reconstructed from the base of the slope (edge of Huntington River) with a rock armored slope and geotextile reinforcing system to bring the road back to at/near original grades and elevations. For reference, a preliminary construction cost assessment completed indicates the construction costs to be in the \$250,000 range.

#### **1. Design**

- a. Site survey and Inspection – East Engineering will conduct a topographic survey of the project areas in order to complete a base map. The survey will include relevant site features including roads, trees, guardrails, limits of the river, and detail to generate a topographic map with 1' contours. This is not a boundary survey – it is assumed that approximate road right-of-way limits and tax map boundary estimates are sufficient for the proposed work.
- b. 50% Design (Preliminary) – Using the project base map and field collected data, the repairs will be captured in a 50% design set of plans and specifications, which will be reviewed with the Town prior to proceeding with final design. The design will include concrete work, stone armoring, geotextile reinforcement, drainage, road reconstruction and other pertinent data.
- c. 100% Design (Final) – Based on Town feedback on the 50% design, final plans, specifications and bid documents (front-end documents) will be



prepared for contractor procurement. Bid documents will utilize Engineers Joint Contract Document Counsel (EJCDC) format, which is sponsored/endorsed by the American Society of Civil Engineers (ASCE).

2. Permitting – Because this project will include areas potentially under both Agency of Natural Resources (ANR - Rivers Program) and Army Corps of Engineers (ACOE), several permits may be required. It is not yet known if any archaeological work will be required by FEMA. For the purposes of this proposal, it is assumed that it will not be required. If it is required, East Engineering will contract with the University of Vermont – Consulting Archaeological Program.
3. Right-of-Way/Easement Assistance - Given the size of the proposed repairs, it is expected that work outside of the Town right-of-way (3-rod) will be required (at least for temporary construction access and material storage/laydown areas). It is assumed that the Town and their attorney will take the lead with the easement process, with technical assistance from East Engineering as needed. Any financial compensation for the landowner and legal fees will be paid by the Town.
4. FEMA Assistance/Coordination – The Town will take the lead on all FEMA correspondence. East Engineering will provide technical assistance, backup documentation, and attend FEMA meetings as requested.
5. Bid Phase – After completing the project plans and receiving the applicable project permits/authorizations, East Engineering will assist the Town with procuring contractor bids. Tasks included in the bid phase are as follows:
  - a. Advertisement/notices for bid (if requested) and distribution of Contract Documents,
  - b. Coordinate and attend a pre-bid meeting,
  - c. Respond to Contractor questions and needed clarifications by Addendum,
  - d. Conduct bid opening, review received bids for responsiveness and to ensure contractor is responsible,
  - e. Provide the Town a letter of recommendation to award the project to a contractor.
  - f. Once Town selects a contractor, prepare final Town-Contractor agreement and construction contract.
6. Construction Phase Services
  - a. Administration – Acting on behalf of the Town, East Engineering will administer the construction contract including: submittals, requests for



information (RFIs), change orders, payment requisitions, and contractor correspondence. We will coordinate with the Contractor, Town, ANR and Army Corps of Engineers as necessary.

- b. Construction Inspection – East Engineering will provide inspection services on an as-needed/as-requested basis (part-time) throughout the construction phase. Inspection will be required during key construction milestones. Construction observation and inspection ensures that the contractor installs the designed improvements in accordance with plans, specifications and permitting conditions.

### **Schedule**

East Engineering will begin immediately upon authorization of this proposal. It is assumed the design and permitting can be completed in 2024, with bidding in early 2025 for a 2025 construction season.

### **Cost Proposal**

East Engineering will provide invoices to the Town at the end of each month for the work performed. The costs below are based on the FEMA engineering cost curves (attached separately). It is anticipated that engineering assistance will be reimbursed through the FEMA program.

Engineering Scope Item	Fee	Basis
1, 2, 5, 6 – Design, Permitting, Bid, and Construction	\$35,000	Lump Sum (Based on % from FEMA Engineering Cost Curve and 3% for Construction)
3, 4 – Right of Way / Easement and FEMA Assistance	\$125/hr	Hourly + Expenses, As needed.


As noted previously in this proposal, if archaeological services are required by FEMA, the University of Vermont Consulting Archaeological Program (UVM-CAP) will be contacted (archaeological fees not included in this proposal).

### **Authorization**

Thank you for the opportunity to submit this proposal. If the contents of this document and the attached standard terms and conditions meet the Town’s approval, please sign below. This proposal is valid for a period of 30 days, after which we reserve the right to modify the enclosed scope and fee items.



Please let me know if there are any questions or you need any additional information.

Sincerely,  
  
Tyler Billingsley, P.E.  
Engineer / Owner

**AUTHORIZATION TO PROCEED**

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

Name / Title: \_\_\_\_\_

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

Attached: East Engineering Standard Terms and Conditions

## Professional Services Terms and Conditions

**Governing Law:** The CLIENT and EAST ENGINEERING, PLC agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of Vermont.

**Termination:** Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the CLIENT shall pay EAST ENGINEERING, PLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Jobsite Safety:** Neither the professional activities of EAST ENGINEERING, PLC, nor the presence of EAST ENGINEERING, PLC or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, 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. EAST ENGINEERING, PLC and its 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. The CLIENT also agrees that the CLIENT, EAST ENGINEERING, PLC, and EAST ENGINEERING, PLC's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

**Subconsultants:** EAST ENGINEERING, PLC may use the services of subconsultants when, in EAST ENGINEERING, PLC's sole opinion; it is appropriate and customary to do so.

**Buried Utilities:** EAST ENGINEERING, PLC and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by EAST ENGINEERING, PLC or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which EAST ENGINEERING, PLC relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against EAST ENGINEERING, PLC and anyone for whom EAST ENGINEERING, PLC may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by EAST ENGINEERING, PLC.

**Construction Observation:** The CLIENT hereby retains EAST ENGINEERING, PLC to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and EAST ENGINEERING, PLC, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow EAST ENGINEERING, PLC to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

**Billings/Payments:** Invoices will be submitted monthly by EAST ENGINEERING, PLC, in EAST ENGINEERING, PLC's standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and EAST ENGINEERING, PLC, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and EAST ENGINEERING, PLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT or others, suspend the performance of services. A finance charge will be assessed in the amount of 5% per month or \$250 per month, whichever is greater, on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay EAST ENGINEERING, PLC's collection costs, including reasonable attorney's fees. If the CLIENT fails to make payment to EAST ENGINEERING, PLC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by EAST ENGINEERING, PLC. 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 the Agreement by either party.

**Information Provided by Others:** The CLIENT shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. EAST ENGINEERING, PLC may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If EAST ENGINEERING, PLC has reason to believe that such a condition may exist, EAST ENGINEERING, PLC shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) EAST ENGINEERING, PLC has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and EAST ENGINEERING, PLC shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, EAST ENGINEERING, PLC shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

**Defects in Service:** The CLIENT shall promptly report to EAST ENGINEERING, PLC any defects or suspected defects in EAST ENGINEERING, PLC's services of which the CLIENT becomes aware, so that EAST ENGINEERING, PLC may take measures to

minimize the consequences of the defect. Failure by the CLIENT and the CLIENT's contractors and subcontractors to notify EAST ENGINEERING, PLC shall relieve EAST ENGINEERING, PLC of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Indemnifications:** EAST ENGINEERING, PLC and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**Risk Allocation:** To the maximum extent permitted by law, EAST ENGINEERING, PLC's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or EAST ENGINEERING, PLC's fee, whichever is the lesser amount. Such causes include, but are not limited to, EAST ENGINEERING, PLC's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or EAST ENGINEERING, PLC, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Dispute Resolution:** Any claim or dispute between the CLIENT and EAST ENGINEERING, PLC shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

**Ownership of Documents:** All documents produced by EAST ENGINEERING, PLC under this Agreement shall remain the property of EAST ENGINEERING, PLC and will not be used by the CLIENT for any other endeavor without the consent of EAST ENGINEERING, PLC. CLIENT agrees to indemnify and hold harmless EAST ENGINEERING, PLC from any claims that arise due to the reuse, or misuse of the work documents.

**Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and EAST ENGINEERING, PLC does not approve these changes in writing, the CLIENT recognizes that such changes and results thereof are not the responsibility of EAST ENGINEERING, PLC. Therefore, the CLIENT agrees to release EAST ENGINEERING, PLC from any liability arising from the construction, use, or result of such changes.

**Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and EAST ENGINEERING, PLC. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and EAST ENGINEERING, PLC.

**Delays:** EAST ENGINEERING, PLC is not responsible for delays caused by factors beyond EAST ENGINEERING, PLC's reasonable control. When such delays beyond EAST ENGINEERING, PLC's reasonable control occur, the CLIENT agrees EAST ENGINEERING, PLC is not responsible for damages, nor shall EAST ENGINEERING, PLC be deemed to be in default of this Agreement.

**Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**Timeliness:** EAST ENGINEERING, PLC will perform its services with due and reasonable diligence consistent with sound professional practices.

**Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.