

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT made this 20 day of November, 2015 is by and between Vanasse Hangen Brustlin, Inc. (VHB), having a principal place of business located at 2 Bedford Farms Drive, Suite 200, Bedford, New Hampshire 03110 hereinafter called the "CONSULTANT" or "CONTRACTOR", and the City of Auburn, 60 Court Street, Auburn, ME 04210 hereinafter called the "CITY".

WHEREAS the CITY is funding the work to prepare a detailed site plan, construction plans, technical specifications, cost estimates and all required permits as detailed in the Scope (as defined below) for the New Auburn Riverway and Greenway under this Professional Services Agreement;

WHEREAS the CONSULTANT has submitted a proposal to perform such professional services, and has identified tasks and deadlines for the development of the New Auburn Riverway and Greenway;

WHEREAS the CITY desires to retain the services of the CONSULTANT as a professional to assist with the development of the New Auburn Riverway and Greenway Project, and the CONSULTANT desires to provide services for the CITY as provided in this Agreement.

THEREFORE, in consideration of mutual terms, covenants, and conditions of this Agreement, the CONSULTANT and CITY agree as follows:

1. Scope of Work

The CONSULTANT shall provide services as described in the CONSULTANT's Scope of Work dated November 3, 2015 ("Scope" or "Services"). The Scope is attached and incorporated as Exhibit A. CONSULTANT shall exercise the degree of care and diligence in the rendition of all Services under this Agreement as is in accordance with that degree of skill and care ordinarily exercised by practicing professionals licensed in good standing and performing similar services in the State where the project is located (the "Standard of Care"), and all of CONSULTANT's Services under this Agreement shall be performed as expeditiously as is consistent with said standards per CONSULTANT's schedule attached and incorporated as Exhibit B. Absent the negligence of the CONSULTANT, the CONSULTANT has the right to rely upon the accuracy and thoroughness of information provided by the CITY and third parties hired by the CITY, unless CONSULTANT has knowledge that it is inaccurate or otherwise faulty. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such information.

CONSULTANT shall prepare and provide to the CITY for its approval design documents as required in Exhibit A. The CONTRACTOR shall redesign the project at no additional cost to the CITY if the CITY is not satisfied with the design prior to the City's written approval of same.

All drawings, specifications, and other documents including those in electronic form, furnished by the CONSULTANT pursuant to this Agreement shall be the property of the CITY at the time of their preparation or upon the suspension or termination of the project or upon the termination of this

Agreement and are prepared as “work for hire” as that phrase is defined in 17 U.S.C. § 101 (Public Law 94-533) and all title, ownership and copyright privileges are and shall at all time be in the CITY.

Upon the CONSULTANT obtaining the CITY’s written approval of the design documents developed by the CONSULTANT and written authorization to proceed with construction documents, the CONSULTANT shall prepare pursuant to the Standard of Care, for the CITY’s approval, a complete set of buildable construction documents for the project per the Scope that set forth in detail the requirements for construction of the project and are sufficient to secure required permits and approvals per the Scope with the understanding that there may be a need for CONSULTANT to perform services outside the Scope and at additional cost with regard to such permits and approvals if there are issues with the applicable agencies over which CONSULTANT has no reasonable control and regarding which it is not a fault. Upon recognizing the need to perform such additional services, the CONSULTANT shall notify the CITY with reasonable promptness and explain the facts and circumstances giving rise to the need. The CONSULTANT shall not proceed to provide such services until the CONSULTANT receives the CITY’s written authorization. The CONSULTANT shall perform Services per the professional Standard of Care.

All design and construction documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations. Errors or omissions, if any, in any designs and documents prepared by CONSULTANT will be promptly corrected by CONSULTANT at no cost to the CITY. The CITY’s approval, acceptance, use of or payment for all or any part of the Services under this Agreement or of the project itself shall in no way alter the CONSULTANT’s obligations or the CITY’s rights under this Agreement.

As part of the Services, CONSULTANT shall also provide estimates of probable construction cost. It is understood that in providing estimates of probable construction cost, that neither party has control over the cost or availability of labor, equipment or materials, latent, subsurface or unforeseen conditions, or over market conditions or the contractor’s method of pricing, and that the CONSULTANT’s estimates of probable construction costs are made on the basis of the CONSULTANT’s professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT’S estimate of probable construction cost.

2. Compensation

For the Services rendered by the CONSULTANT under this Agreement, the CITY shall pay to the CONSULTANT on a cost (labor provided + overhead) plus fixed fee (10%) basis, plus reimbursable expenses and subconsultant costs with a not to exceed amount of Two Hundred Sixty Two Thousand and Six Hundred and Three Dollars and no cents (\$262,603.00). All labor rates are provided in Exhibit C, and shall not be increased during the term of this Agreement. Subconsultant costs and CONSULTANT reimbursable expenses directly related to the project will be billed directly and without markup by CONSULTANT.

3. Requisitions

a. Requisitions for payment shall be delivered by CONSULTANT to the CITY on a monthly basis. The CITY shall pay the Consultant all undisputed charges in such requisitions for properly performed Services within thirty (30) days of receipt and approval by the CITY of such requisition. Such payment(s) shall be subject to CONSULTANT providing any lien waivers that are required by the CITY.

b. The CITY may withhold from any payment otherwise due the CONSULTANT as may be necessary to protect the CITY from damages for which the CITY may be liable due to the acts or omissions of CONSULTANT.

4. Contract Time

The CONSULTANT shall complete the Services for the New Auburn Riverway and Greenway Project pursuant to Schedule B, but in all events by no later than July 29, 2016, subject to delays beyond the reasonable control of CONSULTANT. Additional work that may require additional time will be negotiated by the parties involved in that work, provided that the CITY shall not be responsible to pay for such additional work to the extent resulting from the failure of the CONSULTANT to properly perform Services in accordance with the terms of this Agreement.

5. Resolution of Disputes

a. The CITY will, in the first instance, be the interpreter of the requirements of this Agreement and will make decisions on all claims and disputes between the CITY and CONSULTANT. All decisions are subject to binding arbitration.

b. If a dispute arises concerning the provisions of this Agreement or the performance by the parties, then the parties agree to settle this dispute by jointly paying for binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision, and then litigation in Maine courts if necessary.

Notwithstanding the foregoing and below, the parties shall be entitled to reasonable discovery and shall agree upon the qualifications and choice of the arbitrator. Each party shall be entitled to appeal any question of law to a court of competent jurisdiction. Neither party shall unreasonably withhold or delay any action contemplated in this section and no insurance policy rights of any insurer or party shall be compromised without that insurer's consent. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration does not prohibit consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). In addition, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder.

Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

6. Insurance Coverage; Indemnification

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any of its subconsultants to commence work on his subcontract until all similar insurance required of subconsultant has been so obtained and approved. **It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all subconsultants to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) **Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of any negligent act, error or omission.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

- (e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.
- (g) The CONTRACTOR shall indemnify, defend, and save harmless the CITY, its officers and employees from all suits, actions, and claims of any character (including reasonable attorneys' fees and expenses related to such suits, actions, and claims, or incurred in establishing the right to indemnification) brought because of any injuries or damage received or sustained by any person, persons or property to the extent caused by the negligent or wrongful acts, errors, or omissions of the CONTRACTOR, or its directors, officers, agents, or employees. Exclusively for purposes of the foregoing indemnity, and only to the extent that this waiver does not affect the CONSULTANT's statutory immunity against claims made against it by its own employees, the CONSULTANT hereby waives any immunities to which the CONSULTANT may be entitled under worker's compensation laws, and assumes potential liability for actions brought by the CONSULTANT's own employees.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

7. Termination of Agreement

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his or her obligations under this Agreement, or if the CONSULTANT shall violate any of the provisions of this Agreement, the CITY may upon written notice to the CONSULTANT terminate the right of the CONSULTANT to proceed under this Agreement or with such part or parts of the Agreement as to which there has been default. In the event of such termination, any completed reports prepared by the CONSULTANT under this Agreement shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive equitable compensation for any work properly completed. No remedies provided in this Section 7 shall relieve the CONSULTANT of liability to the CITY for

damages sustained by the CITY by reason of any breach of the Agreement by the CONSULTANT, and the CITY may withhold any payments from the CONSULTANT for the purpose of setoff until such time as the amount of such damages is determined, subject to the applicable statute of limitations. The CONSULTANT shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his or her reasonable control, and without his or her fault or negligence, but this shall not prevent the CITY from terminating this Agreement because of such delay. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies whether provided by this Agreement or available at law or in equity. All obligations of indemnification under this Agreement will survive the expiration or termination of this Agreement for any reason.

8. Changes

The CITY, by written notice to the CONSULTANT, may modify the scope or quantity of the Services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of Services to be provided by the CONSULTANT or in the time required for their performance, equitable adjustment shall be made in the provisions of this Agreement for payments to the CONSULTANT or for the time for performance of the Services or for both, and this Agreement shall be modified by agreement of the parties accordingly.

9. Intentionally Omitted

10. Agreements Of CONSULTANT

The CONSULTANT agrees that:

- a. Facilities and Personnel. The CONSULTANT has and will continue to have proper facilities and personnel to perform the Services. If the CONSULTANT proposes to employ any person or persons under this Agreement, the employment of such person or persons for such purpose shall not place the CITY under any obligation to such employee, nor relieve the CONSULTANT of full responsibility for the faithful performance of the services to be furnished under this Agreement.
- b. Assignment. The CONSULTANT 's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part.
- c. Subcontracting. None of the work or Services covered by this Agreement shall be subcontracted without the prior approval of the CITY.
- d. Records. The CONSULTANT shall maintain records of all details with respect to the Services to be performed under this Agreement for three (3) years after delivering the final work product.
- e. Assurance of lobbying prohibition. CONSULTANT hereby assures that none of the fees paid to them will be used to influence or attempt to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

f. State/Federal Law. CONSULTANT warrants and represents that its activities under this Agreement shall comply with all applicable federal, state and local governmental ordinances and laws, including, without limitation, the following, which are hereby incorporated into this Contract by reference and made a part hereof (and which are collectively referred to herein as the "Rules"):

- 1) Equal Employment Opportunity. During the performance of this Agreement:
 - (a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.
 - (b) The CONSULTANT will, in all solicitations or advertisements for Employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 2) All applicable laws, ordinances, regulations, and rules, issued by the CITY and the Department of Housing and Urban Development including any such amendments enacted or issued; and
- 3) All documents provided in writing by the CITY to the CONSULTANT prior to or upon commencement of CONSULTANT's services.

g. The CONSULTANT shall be responsible for the acts and omissions of all his/her employees and all subcontractors, their agents and employees and all other persons performing any of the work under an agreement with CONSULTANT.

11. Interest

No elected or appointed official or employee of the CITY and no member of any municipal board or committee which exercises any decision-making functions with respect of the Community Development Programs, shall participate in negotiating or shall exercise any influence in awarding or administering any contract in which he has a direct or indirect pecuniary interest as that term is defined by 30 M.R.S.A. Section 2250.

12. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Successors

This Agreement shall be binding upon and shall inure to the benefit of, the parties, their respective personal representatives, heirs, successors and assigns.

14. Assignment

The CONSULTANT shall not have the right to assign this Agreement, or any rights hereunder, to any person or entity without the express written consent of the CITY.

15. Notices

Notices under this Agreement to one party by the other party shall be in writing and sent to the following addresses until such time as written notice of a change is given to the other party.

CITY

Doug Greene, AICP, RLA
dgreene@auburnmaine.gov
City of Auburn
60 Court Street
Auburn, ME 04210

CONSULTANT

Gregory L. Bakos, P.E.; gbakos@vhb.com
Vanasse Hangen Brustlin, Inc. (VHB)
2 Bedford Farms, Suite 200
Bedford, NH 03110

16. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

17. Severability

If any provision of the Agreement or its application to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the

remainder of this Agreement or the application of such provision to such person or circumstances other than those as to which it is so determined invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Entire Agreement

This Agreement is the entire agreement between the parties with respect to the subject matter and shall not be amended or modified except in a written document signed by the CITY and CONSULTANT.

19. Captions and Exhibits

Captions are used in this Agreement for convenience only and in no way define, limit, or describe the scope of this Agreement, nor the intent of any provision thereof.

20. Neither party shall be liable to the other for any incidental, special, indirect or other consequential damages arising out of this Agreement. 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. This Section 20 in no event applies to any claims and liabilities arising under Section 6 of this Agreement or to any third party claims for damages arising out of bodily injury or death or claims of intellectual property infringement.

21. Notwithstanding anything to the contrary in this Agreement (except as otherwise stated in this Section 21), and to the fullest extent permitted by law, the CONSULTANT's total liability to the CITY and any persons or entities claiming by, through or under the CITY 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 CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, breach of contract or breach of warranty, shall not exceed \$1,000,000 (one million dollars). This Section 21 in no event applies to any third party claims for damages arising out of bodily injury or death, or claims of intellectual property infringement.

IN WITNESS WHEREOF the CITY and CONSULTANT have executed this AGREEMENT as of the date above written.

CITY:

City of Auburn
60 Court Street
Auburn, ME 04210



Howard Kroll
City Manager

CONSULTANT:

Vanasse Hangen Brustlin, Inc.
500 Southborough Drive, Suite 105B
South Portland, Maine 04106



~~Gil Paquette~~ Martin F. Kennedy, PE
Managing Director

11/20/15

Exhibit A - Scope of Work

November 3, 2015

The City of Auburn's RFP (Request for Proposal #2015-0017) sets forth a brief outline of the scope of work for the New Auburn Riverway and Greenway project. The VHB scope of work (scope) that follows has been further informed by our knowledge of the project area and through our interaction with City staff during contract discussions following selection of the VHB team. Our project approach relies heavily on VHB and its subconsultants becoming immersed in the project, even before we are underway. The scope is described in detail as follows.

In addition to the steps discussed herein, VHB will review the scope and fee after each project milestone before proceeding to the next phase. We will work with the City to make any adjustments that are required due to the continued evolution of the project. We anticipate a scope review at the conclusion of the Schematic Design/Site Plan phase before moving into the Construction Documents phase because the initial phase is where project changes are most likely to occur.

Phase A: Schematic Design/Site Plan Development

The Schematic Design phase will initially include conceptual studies for the Riverway alignment and layout and the Greenway design features. This work will build on the results and recommendations from previous efforts, such as the 2014 New Auburn Village Center Study, and it will be informed by current information and public opinion. The Schematic Design phase will include opportunities for public input, and the end product will be conceptual plans and an estimate of project costs for endorsement by the City for advancement into permitting and final design.

1.1 Project Initiation Meeting with City of Auburn Team

VHB and key subconsultants will attend a project initiation meeting with City staff to review the scope of work, project schedule, roles and responsibilities, and communication protocols. The City will also transfer any relevant or potentially useful materials to VHB during project initiation. We anticipate discussing design ideas and public workshop formats at this meeting. The meeting may be followed by a site visit by the design team and City staff. To maximize efficiency the meeting may be held on the day of the first evening public engagement meeting.

1.2 Data Gathering

Data collection began while preparing this proposal, and it will continue from the kickoff meeting and beyond. The data collection effort will include:

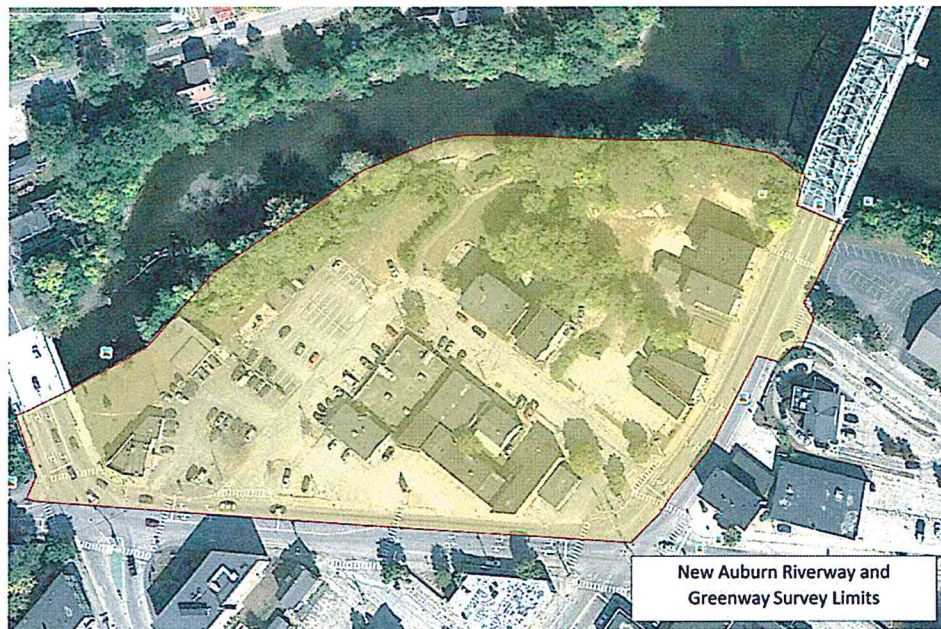
- Topographic survey

- Documentation of existing utilities
- Environmental and cultural resources documentation

1.2.1 Topographic Survey and Base Plan Preparation

VHB anticipates using available orthophoto and City GIS-based plans during the initial Schematic Design phase. These base plans depict approximate property boundaries, buildings, contours, flood plain, and City-owned parcels. VHB will use these plans to develop conceptual roadway and Greenway layouts for initial vetting with the public. This approach will allow us to launch into the schematic designs without waiting for topographic survey to be completed.

VHB's Portland-based subconsultant Nadeau Land Surveys will conduct all land survey for this project. They will complete the field survey for the project for the purposes of design, construction, and permitting. The survey limits will generally include the accessible land bounded by the Little Androscoggin River, Mill Street, and Broad Street as shown in the below figure. The State coordinate system will be used as the horizontal and vertical control for the survey.



Nadeau will conduct a topographic survey using ground surveying methods to produce a topographical map showing 1-foot contour intervals. The horizontal and vertical control will be based on Maine State Plane coordinates. The survey will result in a three-dimensional base plan of the project area's current conditions, including horizontal and vertical control points. The end product of this effort will be a three-dimensional base plan suitable for design. VHB engineers will field verify and annotate the base plans prior to utilizing them in the design. Nadeau will also conduct property research and right-of-way survey to re-establish right-of-way lines along Second Street and the roads surrounding the site. This effort excludes the setting of any boundary points in the field due to unknown quantity, timing and municipal standards required.

1.2.2 Documentation of Existing Utilities

Nadeau will perform research at the public and private utility agencies servicing the area. Existing record utilities—such as gas, water, sewer, telephone, cable, electric, etc.—will be shown on the base plan from available record drawings. Underground drain and sewer lines will be field located where observed within the project limits. Invert elevations, pipe sizes, pipe types, and direction of flow will be field located, where accessible. If it is found that additional underground utility documentation, such as TV inspection of sewer lines, is required, VHB will provide the City with the associated scope and fee for consideration. The end product of the utility documentation efforts will be the inclusion of existing utility information on the project base plans.

1.2.3 Environmental and Cultural Resources Documentation

VHB's understanding is that NEPA will not be triggered initially on this project since federal transportation funds have not been secured, and the federal CDBG grant is for planning and design only. With no NEPA process, the amount of required resource documentation is significantly reduced. The City has suggested that there is a likelihood that NEPA may be invoked in the future, depending on the eventual funding, so limited cultural resource and hazardous materials screening have been added to this scope. The intent is to identify potential concerns early and to reduce the risk of unanticipated delays later when construction nears. Work within the floodplain is proposed, so VHB environmental scientists will field delineate river-related resource boundaries as described further under section 1.7.

1.2.3.1 Maine Historic Preservation Commission Consultation

VHB will prepare and send to the MHPC a letter and supporting attachments requesting information regarding known historic architecture, historic archaeology, and pre-historic archaeology sites within the project vicinity, and confirmation as to whether on-site field investigations for such resources would be necessary within the project area. VHB assumes the City of Auburn will provide to VHB for additional reference any relevant information in the City's possession related to prior historic resource consultations with the MHPC for the project vicinity. This proposed scope of work does not include any additional consultation with the MHPC following the letter submittal, or the completion of any on-site field investigations. If required, VHB will prepare a revised scope and fee for additional cultural resources documentation at the request of the City. VHB will complete the above consultation as an early project deliverable in an effort to avoid winter conditions in the event MHPC requires field investigations.

1.2.3.2 Environmental Screening— Oil and Hazardous Materials:

VHB will complete a limited baseline environmental screening to identify Recognized Environmental Conditions (RECs) within the project area based on a review of available environmental information. This will include a regulatory file review limited to:

- Computer database search of federal and State files. The federal databases will include the current Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS),

National Priorities List (NPL), Resource Conservation and Recovery Act (RCRA) transportation, Storage and Disposal (TSD), RCRA Generators, and Emergency Response Notification System (ERNS) list. The State databases will include the State equivalent CERCLIS list, Spills, Underground Storage Tanks (USTs), Solid Waste Landfills (SWL), and public water supply lists.

- Complete an internet database review of Maine Department of Environmental Protection (Maine DEP) files to provide more information about reported releases of OHM identified through the database search on or adjacent to the project area. The Maine DEP files should provide additional information regarding past ownership; historic site usage; past usage, storage and disposal of OHM in the project area; and other evidence of potential environmental impacts.

Based on this review of available information, VHB will prepare a brief memorandum summarizing the findings of the environmental screening to inform project planning and design. The proposed scope of work does not include review of municipal files; inspection, testing, or evaluation of buildings or potentially hazardous building materials; interviews with existing or previous property owners; on-site reconnaissance; or vapor encroachment screening.

The proposed limited baseline environmental screening and memorandum report will serve as a first look at known oil or hazardous material releases within the project area for project planning purposes, and will not constitute a Phase I Environmental Site Assessment as defined by the ASTM E 1527-13 Standard. At the request of the City of Auburn, VHB will prepare a revised scope and cost estimate for the completion of a full Phase I Environmental Site Assessment.

A cost of \$400 is included in our fee to acquire the required EDR database report.

1.2.4 Subsurface Investigations

We do not currently propose to conduct underground testing for this project. If the design evolves to the point that we need borings for items such as retaining walls or traffic signal foundations, we will provide the City a scope and fee for that work. VHB has excellent working relationships with geotechnical firms such as S.W. Cole and Terracon, Inc., and we would solicit competitive proposals from more than one of them if geotechnical services are needed.

1.2.5 Right-of-Way

The City indicated by way of addendum that property surveys are not included in the current scope of work. If the need for property surveys is identified at a later date, Nadeau Land Surveys will complete that task. The design will otherwise use the City's GIS-based ROW and property lines.

1.2.6 Economic Analysis

Economic revitalization is a critical driving factor for this project. It will therefore be important to develop an understanding of the economic benefits that will result from the development of the Riverway and Greenway. VHB will utilize the services of RKG Associates to conduct such studies as the City feels necessary to support the goals of the project. The scope and fee of RKG's work is currently under development with the City and therefore not included in this contract. If an acceptable RKG scope

and fee are defined they will be added to this contract by amendment.

1.2.7 Miscellaneous

VHB will rely on the traffic data gathering and traffic analysis in the 2014 NAVC Study. If for any reason additional traffic counts are needed, VHB will solicit competitive price quotes from traffic counting service firms for City consideration.

As part of the data gathering efforts, key VHB design team members, including those from Coplon Associates, will conduct a thorough field review of the project site. Activities will include annotating base plans with information on important constraints, completing a photographic site inventory, observing bike, pedestrian and automobile traffic patterns and parking utilization, assessing existing landscaping and streetscape items, and considering potential design issues and opportunities.

1.3 Develop Schematic Designs

VHB will develop schematic (conceptual) designs for the Riverway and Greenway. This will entail an iterative process, with initial feedback loops that involve City staff and feedback from the neighborhood. The Riverway designs will be based on the work in the NAVC Study but will be updated based on the latest design parameters, constraints, and City guidance.

The conceptual designs will be based on the City's GIS base mapping, since ground survey will still be underway. Coplon Associates will be heavily involved with developing the Greenway concepts, as well as the streetscape design for the Riverway concepts. The design team will initially produce plan and section views, and will also develop perspective views once there is a degree of confidence in the viability of the concepts. The Riverway and Greenway plans will be advanced separately, but because the two projects are closely interrelated, each project will reference and recognize the other.

1.4 Public Meetings

As per the RFP, VHB will engage the public at three evening resident meetings to confirm the neighborhood's vision and to gain initial feedback on the designs. The first meeting will be a listening session whereby the VHB team will not present design alternatives but will instead try to understand the local vision, priorities and concerns for the project and the neighborhood. At the second neighborhood meeting the VHB team will present design alternatives to gauge public sentiment and to seek direction on a preferred design. The third resident meeting, if needed, would present the results of design modifications in response to community input from the prior meeting.

The City will organize these meetings, and VHB will solicit and document feedback from the attendees. VHB will subsequently discuss the results of these neighborhood meetings with City staff to determine whether any design changes should be made prior to advancing the 30% schematic design plans and holding a full public meeting.

VHB will update the designs based on the resident meetings and will present the conceptual plans at a City-arranged full public meeting. VHB and Coplon Associates will develop conceptual visualization

graphics to help the general public understand the proposed improvements.

The VHB Team will work with the City to determine the appropriate level of effort to place on visualization graphics. Because the planned Riverway and Greenway are relatively dramatic and transformational projects it is believed that effective visualization graphics will be important to inspire the public about what’s possible in New Auburn Village.

VHB will present the plans and graphics electronically at the public meetings and will solicit and document feedback from the attendees. VHB assumes the City will endorse preferred Greenway and Riverway design alternatives following the full public meeting.

1.5 Develop Site Plans (30% Design)

The VHB Team assumes that ground survey will be completed by this stage so the 30% design can be developed on accurate three-dimensional base plans. The plans outlined in Table 1 below will be developed.

For the sake of the Riverway design scope, VHB assumes that the site must function with the Bernard Lown Peace Bridge still be in place. This means that the Riverway intersection at Broad Street opposite Riverside Drive would be a four-way intersection. VHB will, therefore, evaluate the type of traffic control most appropriate at that intersection. We have concerns that a traffic signal may be too close (i.e., less than 300 feet) from the Mill Street/Broad Street signalized intersection. VHB will confirm whether the Riverway/Broad/Riverside intersection will even meet signal warrants. VHB will evaluate potential traffic circulation options and will also examine pedestrian accommodations within the intersection for potential improvement options. We assume that minimal modifications are planned at the existing Riverway/Mill Street intersection.

Table 1. 30% Design Plans for Riverway and Greenway

RIVERWAY	GREENWAY
Title sheet	Title sheet
Typical sections and critical cross sections, with flood plain noted	Technical advice, historical perspective, continuity
General plans (1"=20'), including: Roadway layout Streetscape elements such as sidewalks, ornamental lighting, plantings, and crosswalks Conceptual storm drainage Conceptual sewer and water system Pedestrian connections to the Greenway A proposed parking lot Intersection improvements at Mill Street and Broad Street	Plans (1"=20') and landscape details, including: Walking/biking path(s) Parking area Waterfront amenities (carry-in boat launch, fishing access, etc.) Lighting Landscaping Seating Fencing/railings/retaining walls Park amenities Transitions/connections to Riverway

1.6 Develop Engineer's Opinion of Cost

VHB will develop Engineer's Opinion of Cost for the Riverway and the Greenway based on the 30% designs. VHB will also identify any construction costs associated with the Main St/Mill St and the Mill St/Broad St intersections since there may be separate funding opportunities at those locations. The costs will be based on estimated major construction item quantities plus contingencies.

1.7 Apply for All Permits

VHB's in-house environmental scientists and permitting specialists will develop the required permits necessary for complete construction drawings and cost estimates for this project. Our permitting cost estimate is based on the assumption that the following federal and State permit requirements will be required.

We believe that as a site development activity within 75 feet of a river, the Greenway will require a Maine DEP Natural Resources Protection Act Permit by Rule. Therefore, VHB will complete on-site wetland and stream delineations, locate wetland and stream flags with sub-meter GPS, and submit the required notification forms and supporting documentation to the Maine DEP for the Greenway component. Based on the information provided in the RFP, the Riverway component does not require a Maine DEP Natural Resources Protection Act Permit or Permit By Rule.

We also believe that the project components will individually qualify for a Maine DEP Stormwater Permit by Rule. As such, VHB will submit the required application forms and supporting documentation to the Maine DEP.

The City's RFP lists a Federal Emergency Management Agency (FEMA) Letter of Map Amendment (LOMA) as one of the permits required for this project. LOMA permits are usually issued because a property has been inadvertently mapped as being in the flood plain, but is actually on natural high ground above the 100-year base flood elevation. The July 2013 National Flood Insurance Program (NFIP) mapping shows the majority of the project land within the Special Flood Hazard Area (SFHA) base flood elevation. If the ground survey suggests that any parcels are improperly impacted by the NFIP mapping VHB will complete a LOMA for filing with DHS-FEMA by the City. Completing the LOMA is included in the scope and fee. The filing fee will be paid directly by the City.

Based on the intent to fill on the site VHB believes that a Conditional Letter of Map Revision Based on Fill (CLOMR-F) will be required. The CLOMR-F requests a letter from DHS-FEMA stating that a parcel of land or proposed structure that will be elevated by fill will not be inundated by the base flood if fill is placed on the parcel as proposed, or if the structure is built as proposed. Our understanding is that the Riverway and Greenway will be filled to reduce the flood hazard, therefore requiring a CLOMR-F. VHB will complete the MT-1 CLOMR-F application and supporting documentation, then submit the application to DHS-FEMA. We have assumed that deeds to the subject properties are available and will be provided by the City of Auburn, and that the City of Auburn will pay the associated CLOMR- application fee to accompany the CLOMR-F application.

The CLOMR F application requires that the applicant demonstrate compliance with the Federal Endangered Species Act (ESA). In order to obtain this documentation, VHB will complete an online US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPAC) project review, and we will submit one consultation letter to the USFWS Maine Field Office, as necessary. We have assumed that an ESA consultation determination of “no effect” will be achieved based on this level of effort. Additional ESA consultation—such as further correspondence with USFWS; wildlife field investigations; or the preparation of an Incidental Take Permit, Incidental Take Statement, Biological Assessment, or Biological Opinion—is not included in this scope of services.

1.8 Implementation and Funding Strategies

VHB will work with the City to consider construction phasing and funding scenarios for the Riverway and the Greenway project components. It may be prudent to identify near-term and long-term construction phases, with long-term improvements denoted differently on the 30% plans, based on availability of land and/or construction funding. VHB will work with the City to refine implementation strategies and identify funding opportunities throughout the project development process.

Phase B: Construction Documents

VHB will examine the Phase B contract scope and fee to determine if any adjustments are needed resulting from the Phase A efforts. We will work with the City to make any changes through contract amendment in advance of doing the work.

2.1 Advance Designs to Preliminary Plans (60%)

Following City approval of the 30% design and authorization to advance the Construction Documents, VHB will develop detailed design plans, specifications, and construction cost estimates. This intermediate submission is of value, since there will be numerous detailed design items added to the 30% plans that we will want City review prior to the 95% Plans, Specifications, and Estimate (PS&E) submission.

2.1.1 Utility Coordination and Design

VHB will consult with the City and utility companies early on to develop a work plan and conceptual routing. Much will depend on the ultimate Riverway alignment and future development plans. VHB will work with the City and utility companies to identify preferred alignments for new sewer, drainage, and water utility corridors—as well as private underground and overhead corridors that will supply the future development. VHB will provide design for the new municipal systems (sewer, water, drainage) within the Riverway.

VHB will examine local drainage patterns and contributing areas within the project limits for sizing new Riverway drainage system and pipe connections. VHB will also identify potential locations for stormwater treatment options, if appropriate and necessary. We assume that extensive studies or analysis are not required or included. The design will provide

connections to side lots for future development.

VHB will incorporate the utility design information onto the Riverway general plans and profiles.

2.1.2 Riverway Plans

The Riverway plans will include all of the plans and features listed above in the 30% design—plus roadway profiles, fully developed cross sections, erosion controls plans, pavement marking and signing plans, sign summary sheet, 60% traffic signal plans (if needed), lighting and landscaping plans and details.

2.1.3 Greenway Plans

The Greenway plans will include all of the plans and features listed in Table 1—plus site grading plans, erosion controls plans, signing plans, sign summary sheet, and lighting and landscaping plans and details.

2.1.4 Update Engineer's Opinion of Cost for Each Project

VHB will update the 30% quantity and costs estimates to reflect the current plans. These estimates will include contingencies.

2.1.5 Develop Draft Special Provisions

VHB will develop draft special provisions using the standard MaineDOT construction items and specifications as a base.

2.2 Draft Final Plans, Specifications, and Estimate (95% Plans)

The draft Final PS&E phase will advance the approved 60% PS&E to the 95% complete stage. VHB will address City comments on the 60% submission and will update the estimate of probable construction costs as appropriate.

2.3 Final Plans, Specifications and Estimate (PS&E) (95% Plans)

The Final PS&E stage will address City review comments on the 95% PS&E, and will be suitable for advertising for construction.

3.0 Meetings with City Staff

The VHB Team, including subconsultants, values working closely with our clients—especially municipalities. We are prepared to meet informally with City staff as needed to discuss aspects of the design. In fact, we prefer this hands-on, interactive approach to keep the design moving in the right direction at all times. We also propose to leverage technology by sharing electronic progress documents, and by sharing our computer screens online during remote meetings to facilitate discussion. For the sake of this proposal, we have assumed a total of six meetings in Auburn with City staff, in addition to the meetings previously noted in this scope. We have also

assumed that all Riverway and Greenway meetings will be combined for efficiency.

Additional Services

The VHB Team does not currently anticipate performing the following services:

- TV Pipe Inspections
- Geotechnical Services
- Drainage Studies
- Signal Design
- Building Inspections
- Archaeological Surveys
- Right-of-Way Plans
- Appraisals
- Permit Fees
- Construction Engineering or Inspection
- Bidding Services

As a result, these services are not included in the scope of work at this time. Should work be required in the above, or areas not previously described, VHB will—at the City's request—prepare a proposed amendment that contains the scope of services, fee, and schedule required to complete the necessary tasks.

Project Schedule


VHB project managers strive to deliver on promises and exceed expectations for project deliverables. To do so, we use careful planning and anticipate issues to maintain an outstanding record of schedule control on our work. We develop realistic schedules, measure our progress against key milestones, and adjust as needed to achieve the desired project schedule. The figure on the following page illustrates our proposed project schedule.

New Auburn Riverway and Greenway


Project Schedule

	2016											
	November	December	January	February	March	April	May	June	July			
Contract Executed	█											
Kickoff and 1st Neighborhood Meeting		⊗										
Data Gathering (Survey, Env., Economics)		█										
Develop Conceptual Design Alternatives		█	█	█								
City Reviews			█	█								
Present Alternatives at 2nd Neighborhood Meeting			⊗									
Present Alternatives at 3rd Neighborhood Meeting				⊗								
Complete Schematic Design Plans (30%)				█	█							
City Review					█							
Present 30% Plans at Public Meeting					⊗							
Permit Applications					█	█						
City Review						█						
Preliminary (60%) Plans						█	█					
City Review							█					
Final Plans, Specifications, Estimate (95%)							█	█				
City Review								█				
Contract Plans (100%)								█	█			

Riverway Fee Proposal - Summary of Costs

		COST SUMMARY New Auburn Village Riverway Auburn, Maine		
	RIVERWAY	GREENWAY	TOTAL	
VHB Labor Costs				
Phase A - Schematic Design and Site Plan Development	\$80,044	\$15,310	\$95,354	
Phase B - Construction Documents	\$68,788	\$18,800	\$87,588	
	<u>\$148,832</u>	<u>\$34,110</u>	<u>\$182,943</u>	
Subtotals:				
VHB Direct Costs	\$3,115	\$2,355	\$5,470	
Nadeau Survey	\$19,500	\$0	\$19,500	
Coplan Assoc.	\$23,060	\$31,630	\$54,690	
	<u>\$194,507</u>	<u>\$68,095</u>	<u>\$262,603</u>	
Totals:				

Riverway Fee Proposal - Summary of Costs

		COST SUMMARY New Auburn Village Riverway Auburn, Maine				
		Direct Labor Hours	Direct Labor Cost	Overhead 161.97%	Fee (10%)	Task Totals
PHASE DESCRIPTION						
NEW AUBURN VILLAGE RIVERWAY PROJECT						
PHASE A - SCHEMATIC DESIGN AND SITE PLAN DEVELOPMENT						
1.1	Project Initiation (Combined with Greenway Project)	18	\$894	\$1,448	\$234	\$2,576
1.2	Data Collection and Base Plan Preparation	71	\$2,692	\$4,360	\$705	\$7,757
1.3	Develop Schematic (Conceptual) Riverway Designs	140	\$5,052	\$8,183	\$1,323	\$14,558
1.4	Public Meetings (Incl. Greenway)	62	\$3,126	\$5,063	\$819	\$9,008
1.5	Develop Riverway Site Plans (30% Design)	243	\$8,634	\$13,984	\$2,262	\$24,880
1.6	Develop Engineer's Opinion of Cost	50	\$1,830	\$2,964	\$479	\$5,273
1.7	Develop Permit Applications	64	\$2,297	\$3,720	\$602	\$6,619
1.8	Implementation and Funding Strategies	16	\$768	\$1,244	\$201	\$2,213
	Meetings with City Staff (3) (Incl. Greenway)	36	\$1,728	\$2,799	\$453	\$4,980
	Project Coordination and Management	12	\$756	\$1,224	\$198	\$2,179
	Riverway Phase A Totals =	712	\$27,777	\$44,990	\$7,277	\$80,044
PHASE B - CONSTRUCTION DOCUMENTS						
2.1	Preliminary Plans (60%)	434	\$15,075	\$24,417	\$3,949	\$43,441
2.2	Draft Final Plans, Specifications and Estimate (95% PS&E)	126	\$4,842	\$7,843	\$1,268	\$13,953
2.3	Final Plans, Specifications and Estimate (100% PS&E)	43	\$1,659	\$2,687	\$435	\$4,781
	Meetings with City Staff (3) (Incl. Greenway)	36	\$1,728	\$2,799	\$453	\$4,980
	Project Coordination and Management	9	\$567	\$918	\$149	\$1,634
	Riverway Phase B Totals =	648	\$23,871	\$38,664	\$6,253	\$68,788
	VHB Direct Expenses					\$
	SUBCONSULTANTS:					
	Nadeau Survey (Entire Site, Incl. Greenway)					\$10,900
	Coplon Associates (Landscape Design) Incl. \$1,000 Direct Expenses					\$23,060
	DIRECT EXPENSE AND OUTSIDE CONSULTANTS TOTAL FROM ABOVE =					\$37,075
	RIVERWAY PROJECT TOTAL =					\$185,907



**Riverway Design and Permitting
Auburn, Maine**


TASKS	TASK DESCRIPTIONS	Project Manager	Sr. Environmental Scientist	Project Engineer	Environmental Scientist	GIS & CADD Technician	Total	Direct Labor Cost
PHASE A - SCHEMATIC DESIGN AND SITE PLAN DEVELOPMENT								
1.1	Project Initiation (Combined with Greenway Project) Prepare for, Attend and Document Project Initiation Meeting	10		8			18	\$894.00
1.2	Data Collection and Base Plan Preparation Coordinate Survey Services by Nadeau Survey Develop GIS Based Base Plans for use in Conceptual Design Detailed Field Review by Design Team (Including Greenway) Maine Historic Preservation Commission Consultation Environmental Screening for Hazardous Materials (File Reviews) Set Up Base Plans from Survey Provided by Nadeau Survey	4 1 8 1 1		2 1 8 8		4 1 1 8	6 6 16 17 16	\$318.00 \$192.00 \$768.00 \$383.00 \$575.00 \$456.00
1.3	Develop Schematic (Conceptual) Riverway Designs 2D Roadway Schematic Plans for Initial City Feedback (Assume 2 Alignments) Develop Schematic Typical Cross Sections Refine Schematics Based on City Feedback Prepare Presentation Graphics for use in Public Meetings	16 2 8 4		24 6 20 8		16 4 8 24	56 12 36 36 0	\$2,184.00 \$420.00 \$1,356.00 \$1,092.00 \$0.00
1.4	Public Meetings (Incl. Greenway) Prepare for, Attend and Document Three (3) Neighborhood Meetings Prepare for, Attend and Document One (1) Public Meeting	24 12		18 8			42 20	\$2,106.00 \$1,020.00
1.5	Develop Riverway Site Plans (30% Design) Develop Riverway Site Plans Based on City's Preferred Alternative Title Sheet Typical Roadway Cross Sections Conceptual Site Grading and Roadway Profile Conceptual Drainage System Layout Conceptual Sewer System Modifications Conceptual Water System Modifications Top Line Cross Sections Conceptual Lighting and Streetscape Design with Coplan Assoc. Input Evaluate Intersection Improvement Needs at Mill and Broad Streets Conduct QA/QC and Compile plan Submission for City	1 2 4 4 2 2 2 4 8 8		1 4 20 24 32 10 32 4 16 8		3 4 8 4 8 4 8 8	5 10 32 32 42 16 34 16 32 24	\$168.00 \$354.00 \$1,104.00 \$1,140.00 \$1,374.00 \$552.00 \$1,182.00 \$576.00 \$1,224.00 \$960.00
1.6	Develop Engineer's Opinion of Cost Complete Quantity Calculations for Primary Construction Items Complete Cost Estimate with Applied Unit Pricing and Contingencies	4 2		40 4			44 6	\$1,572.00 \$258.00
1.7	Develop Permit Applications Maine DEP Stormwater Permit By Rule FEMA Letter of Map Revision (LOMA) FEMA Conditional Letter of Map Revision Based on Fill (MT-1 CLOMR-F) Complete Forms 1 and 3 and ESA Consult Complete Form 2	1 2 2 2	4 10 10 8		4 10 10	1 10	10 22 22 10	\$343.00 \$766.00 \$766.00 \$422.00
1.8	Implementation and Funding Strategies Meetings with City Staff (3) (Incl. Greenway) Project Coordination and Management	8 18 12		8 18			16 36 12	\$768.00 \$1,728.00 \$756.00
Phase A Sub-Total =		179	48	332	32	121	712	\$27,777.00

TASKS	TASK DESCRIPTIONS	Project Manager	Sr. Environmental Engineer	Project Engineer	Environmental Scientist	GIS & CADD Technician	Total	Direct Labor Cost
PHASE B - CONSTRUCTION DOCUMENTS								
2.1	Preliminary Plans (60%)							
	Address Comments on 30% Plans	8		8		6	22	\$912.00
	Conduct Private Utility Coordination for Relocation Routes if Necessary	2		24		4	30	\$1,014.00
	Advance 60% Drainage Design	4		32		8	44	\$1,500.00
	Advance 60% Sewer Design	4		32		8	44	\$1,500.00
	Advance 60% Water Design	1		12		4	17	\$555.00
	60% Roadway Plans, Profiles and Sections	8		60		40	108	\$3,444.00
	60% Lighting and Landscape Plans and Details	2		4		20	26	\$738.00
	Signing and Striping Plans	1		4		4	9	\$291.00
	Erosion Prevention and Sediment Control Plans	1		8		8	17	\$519.00
	Sign Summary Sheet			2		3	5	\$138.00
	Develop Draft Specifications	12		8			20	\$1,020.00
	60% Quantities and Cost Estimate	8		60			68	\$2,484.00
	QAVQC and 60% Submission	8		8		8	24	\$960.00
2.2	Draft Final Plans, Specifications and Estimate (95% PS&E)							
	Address City Comments on 60% Submission	8		8		4	20	\$864.00
	Update Plans and Specifications	16		40		20	76	\$2,808.00
	Update Quantities and Cost Estimate	2		16			18	\$654.00
	QAVQC and 95% PS&E Submission	4		8			12	\$516.00
2.3	Final Plans, Specifications and Estimate (100% PS&E)							
	Address City Comments on 95% Submission	4		4			8	\$384.00
	Finalize Plans and Specifications	4		8		4	16	\$612.00
	Update Quantities and Cost Estimate with no Contingencies	1		4			5	\$195.00
	QAVQC and 95% PS&E Submission	2		2		2	6	\$240.00
	Compile Project CAD files and Documentation for Electronic Deliverables			4		4	8	\$228.00
	Meetings with City Staff (3) (Incl. Greenway)	18		18			36	\$1,728.00
	Project Coordination and Management	9					9	\$567.00
	Phase B Sub-Total =	127	0	374	0	147	648	\$23,871.00
	TOTAL HOURS =	306	48	706	32	288	1360	\$ 51,648.00
	DIRECT HOURLY RATES =	\$63.00	\$37.00	\$33.00	\$27.00	\$24.00		
	DIRECT LABOR COSTS =	\$19,278.00	\$1,776.00	\$23,298.00	\$864.00	\$6,432.00		\$51,648.00

Greenway Fee Proposal - Summary of Costs

COST SUMMARY New Auburn Village Greenway Auburn, Maine						
PHASE DESCRIPTION	Direct Labor Hours	Direct Labor Cost	Overhead 161.97%	Fee (10%)	Task Totals	
NEW AUBURN VILLAGE RIVERWAY PROJECT						
PHASE A - SCHEMATIC DESIGN AND SITE PLAN DEVELOPMENT						
1.1 Project Initiation (Combined with Riverway Project)	4	\$192	\$311	\$50	\$553	
1.2 Data Collection and Base Plan Preparation	10	\$300	\$486	\$79	\$865	
1.3 Develop Schematic (Conceptual) Greenway Designs (Coplon Lead)	32	\$1,248	\$2,021	\$327	\$3,596	
1.4 Public Meetings (Combined with Riverway Meetings)	0	\$0	\$0	\$0	\$0	
1.5 Develop Greenway Site Plans (30% Design)	69	\$2,487	\$4,028	\$652	\$7,167	
1.6 Develop Engineer's Opinion of Cost w/ Coplon Guidance	14	\$582	\$943	\$152	\$1,677	
1.7 Develop Permit Applications	14	\$504	\$816	\$132	\$1,452	
Meetings with City Staff (3) (Combined with Riverway Meetings)	0	\$0	\$0	\$0	\$0	
Riverway Phase A Totals =	143	\$5,313	\$8,605	\$1,392	\$15,310	
PHASE B - CONSTRUCTION DOCUMENTS						
2.1 Preliminary Plans (60%)	107	\$3,975	\$6,438	\$1,041	\$11,455	
2.2 Draft Final Plans, Specifications and Estimate (95% PS&E)	54	\$1,826	\$2,958	\$478	\$5,262	
2.3 Final Plans, Specifications and Estimate (100% PS&E)	19	\$723	\$1,171	\$189	\$2,083	
Meetings with City Staff (3) (Incl. Greenway)	0	\$0	\$0	\$0	\$0	
Riverway Phase B Totals =	180	\$6,524	\$10,567	\$1,709	\$18,800	
VHB Direct Expenses				\$	2,355	
SUBCONSULTANTS:						
Coplon Associates (Landscape Design)					\$31,630	
DIRECT EXPENSE AND OUTSIDE CONSULTANTS TOTAL						
GREENWAY PROJECT TOTAL =					\$33,985	
					\$68,095	

Greenway Labor Worksheet

		Greenway Design and Permitting Auburn, Maine							
TASKS	TASK DESCRIPTIONS	Project Manager	Sr. Environmental Scientist	Project Engineer	Environmental Scientist	GIS & CADD Technician	Total	Direct Labor Cost	
PHASE A - SCHEMATIC DESIGN AND SITE PLAN DEVELOPMENT									
1.1	Project Initiation (Combined with Riverway Project) Prepare for, Attend and Document Project Initiation Meeting	2		2			4	\$192.00	
1.2	Data Collection and Base Plan Preparation Wetland & Stream Delineation		4		4	2	10	\$300.00	
1.3	Develop Schematic (Conceptual) Greenway Designs (Coplon Lead) Schematic Greenway Plans for Initial City Feedback Develop Schematic Cross Sections Through Greenway Refine Schematics Based on City Feedback Prepare Presentation Graphics for use in Public Meetings (Coplon Lead)	4 2 4		4 4 2		4 4 4	12 10 0	\$480.00 \$354.00 \$414.00 \$0.00	
1.4	Public Meetings (Combined with Riverway Meetings)								
1.5	Develop Greenway Site Plans (30% Design) Develop Greenway Site Plans Based on City's Preferred Alternative Title Sheet Critical Cross Sections and Details Conceptual Site Grading Conceptual Walkways and Boat Ramp Layout Conceptual Greenway Landscape and Site Amenities Design (Coplon) Conceptual Greenway Lighting Layout and Fixture Selection Conduct QA/QC and Compile Plan Submission for City			1 4 4 6 4 2 4		2 12 6 4 4 4 4	3 18 6 12 8 14 8	\$81.00 \$546.00 \$258.00 \$420.00 \$348.00 \$486.00 \$348.00	
1.6	Develop Engineer's Opinion of Cost w/ Coplon Guidance Complete Quantity Calculations for Primary Construction Items Complete Cost Estimate with Applied Unit Pricing and Contingencies	2 2		8 2			10 4	\$390.00 \$192.00	
1.7	Develop Permit Applications Maine DEP Natural Resource Protection Act Permit By Rule Maine DEP Stormwater Permit By Rule (Included in Riverway Fee) FEMA (MT-1 CLOMR-F): (Included in Riverway Fee) Meetings with City Staff (3) (Combined with Riverway Meetings)	2	6		6		14 0 0 0	\$504.00 \$0.00 \$0.00 \$0.00	
		34	10	45	10	44	143	\$5,313.00	
		Phase A Sub-Total =							

Greenway Labor Worksheet

TASKS	TASK DESCRIPTIONS	Project Manager	Sr. Environmental Scientist	Project Engineer	Environmental Scientist	GIS & CADD Technician	Total	Direct Labor Cost
PHASE B - CONSTRUCTION DOCUMENTS								
2.1	Preliminary Plans (60%)							
	Address Comments on 30% Plans	2		2			4	\$192.00
	60% Greenway Site Plans (Coplon Lead)	4		6		12	22	\$738.00
	60% Lighting and Landscape Plans and Details (Coplon Lead)	4		4		8	16	\$576.00
	Erosion Prevention and Sediment Control Plans	1		8		8	17	\$519.00
	Develop Draft Specifications	6					6	\$378.00
	60% Quantities and Cost Estimate	4		24			28	\$1,044.00
	QA/QC and 60% Submission	4		4		6	14	\$528.00
2.2	Draft Final Plans, Specifications and Estimate (95% PS&E)							
	Finalize Plans and Specifications	4		4	8	16	32	\$976.00
	Update Quantities and Cost Estimate	2		4	8		14	\$466.00
	QA/QC and 95% PS&E Submission	4		4			8	\$384.00
2.3	Final Plans, Specifications and Estimate (100% PS&E)							
	Finalize Plans and Specifications	2		2		4	8	\$288.00
	Update Quantities and Cost Estimate with no Contingencies	1		4			5	\$195.00
	QA/QC and 95% PS&E Submission	2		2		2	6	\$240.00
	Meetings with City Staff (3) (Combined with Riverway Meetings)						0	\$0.00
	Phase B Sub-Total =	40	0	68	16	56	180	\$6,524.00
	TOTAL HOURS =	74	10	113	26	100	323	\$ 11,837.00
	DIRECT HOURLY RATES =	\$63.00	\$37.00	\$33.00	\$26.00	\$24.00		
	DIRECT LABOR COSTS =	\$4,662.00	\$370.00	\$3,729.00	\$676.00	\$2,400.00		\$11,837.00

