



Proposal No. 18849
August 16, 2018

AGREEMENT FOR ENGINEERING SERVICES

1. CLIENT

This Agreement is between the Town of New London, 375 Main Street, New London, NH 03257, (Client), and Horizons Engineering, Inc. (HEI), of New London, NH.

2. PROJECT UNDERSTANDING

The New London Planning Board is in receipt of a Site Plan Review application to develop a 43 acre property that has frontage on both County Road and Parkside Road currently owned by New London Hospital (Parcel ID 072-017-000). The application proposes a senior care community that will consist of independent, assisted, and memory care units. The applicant has also submitted a Subdivision application for subdivision of the property to allow New London Hospital to retain a portion of the land and the remaining 43 acres will be developed.

The Planning Board wishes to engage an engineering firm to complete a review of the applications for conformance with the New London Site Plan Review Regulations, Subdivision Regulations, and Zoning Ordinance. We understand that the Town will engage a different consultant to review the water and wastewater designs for the project. The HEI scope of review will be focused on drainage, site grading, roadways, parking, and general compliance with the regulations and ordinance.

We understand that the project will require approval from the New Hampshire Department of Environmental Services (NHDES) Alteration of Terrain (AoT) Bureau. With this in mind, we have included a basic review of the proposed drainage design, but propose to rely on the NHDES AoT permit application review to cover the detailed drainage analysis review. We have included an estimated fee for us to complete a detailed review of the drainage analysis similar to the type of review that will be completed by NHDES.

34 School Street
Littleton, NH 03561
Ph: 603-444-4111
Fax: 603-444-1343

176 Newport Rd., PO Box 1825
New London, NH 03257
Ph. 603-877-0116
Fax: 603-526-4285

17 Sunset Terrace
Newport, VT 05855
Ph.: 802-334-6434
Fax: 802-334-5602

8836 Pomfret Road, PO Box 248
North Pomfret, VT 05053
Ph: 802-457-3151

SCOPE OF SERVICES

Horizons Engineering, Inc. proposes to provide the following engineering services in accordance with current, accepted engineering practices.

- A. Application Review: HEI will complete engineering peer review of planning board applications that require civil engineering related design plans and specifications. Horizons peer review scope may include peer design review of roads, driveways, parking, drainage, site grading, and other related site features excluding water and sewer infrastructure. We will prepare a summary letter detailing the results of our review, including a summary of any design deficiencies identified by the review.

- B. Meetings: We will prepare for and attend Planning Board meetings as requested. We have assumed attendance at two hearings.

Additive Alternative Task C: Detailed Drainage Review – If authorized, HEI will complete a detailed review of the drainage analysis prepared by the applicant for compliance with New London and NHDES rules and regulations.

3. FEE

<u>Task A: Application Review</u>	<u>Lump Sum Fee</u>	<u>\$3,000</u>
Total Lump Sum Fee		\$3,000
<u>Task B: Meetings</u>	<u>Estimated Fee</u>	<u>\$850</u>
Total Estimated Fee		\$850
TOTAL LUMP SUM AND ESTIMATED FEE		\$3,850
Add. Alt. Task C: Detailed Drainage Review	Estimated Fee	\$3,500

Time will be billed on a **Lump Sum** and an **Estimated Fee** basis as described above.

For estimated fee components of this project, the following is a listing of hourly billing rates for each employee classification and fees for reimbursable expenses for use on this project.

Principal Engineer	\$176
Construction Manager	\$176
Principal	\$145
Senior Civil Engineer	\$136
Project Manager III	\$126
Project Manager II	\$106
Project Manager I	\$97
Survey Manager	\$100
Survey Crew	\$121
Engineer III	\$96
Engineer II	\$93
Engineer I	\$83

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Technician	\$81
Survey Technician	\$61
Administrative Assistant	\$56
Mileage	\$0.67/mile
Full Size (24"x36" prints)	\$4.00/sheet

4. **SCHEDULE**

We will complete Task A within 21 days of receipt of signed agreement. If requested, we will complete Additive Alternative Task C within 30 days of authorization. We anticipate this schedule will result in our attendance at the September 25th hearing. This schedule is preliminary and subject to revision.

5. **CONDITIONS FOR ENGAGEMENT**

The attached Standard Conditions for Engagement are considered to be part of this Agreement.

ACCEPTED AND AUTHORIZED TO PROCEED

	Regional Office Manager	8/16/18
_____ Horizons Engineering, Inc.	_____ Title	_____ Date
_____ CLIENT	_____ Title	_____ Date

HORIZONS ENGINEERING, INC. STANDARD CONDITIONS FOR ENGAGEMENT

These Conditions are considered a part of the Agreement between the Client (Client) and Horizons Engineering, Inc. (HE).

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the Client agrees to limit the liability of HE and its officers in connection with this agreement to the Client and to all contractors and subcontractors associated with the project, to the total compensation paid to HE under this agreement. This limitation will apply regardless of legal theory and will include but not be limited to claims alleging negligence, errors, omissions, or breach of contract. Any claim shall be deemed waived unless received by HE within three years of substantial completion of the project.

INDEMNIFICATION – To the fullest extent permitted by law, HE agrees to indemnify and hold the Client harmless from any liability associated with the performance of work under this agreement to the extent caused by the negligence or willful misconduct of HE. The Client agrees to indemnify and hold HE harmless from any liability associated with the performance of work under this agreement unless the liability is caused by negligence or willful misconduct by HE.

ENVIRONMENTAL LIABILITY – The Client agrees that HE has not contributed to the presence of hazardous materials, waste, or pollutants at the site. HE assumes no liability or responsibility for the known or unknown presence of such materials. The Client agrees to indemnify and hold HE harmless from all claims associated with the discovery, handling, transportation, and/or disposal of such materials. Further, HE cannot guarantee that a site is clean of contamination or advise the Client to purchase, use, or occupy the site.

LESS THAN CUSTOMARY ENGINEERING SERVICE – The Client agrees that it is customary for the engineer who is responsible for the design of a project to be retained to provide services during the construction phase of a project to interpret the design intent, to ensure that the work is completed in substantial conformance with the plans and specifications, and to render appropriate guidance with respect to inconsistencies with the design. Should HE not be retained to provide services during construction, the Client agrees to defend, indemnify, and hold harmless HE from any claims arising out of interpretation of the design by the Client or others. This paragraph shall not release HE from its duty to provide services in accordance with professional standards. The Client further acknowledges and agrees that HE has no control over the actions of the Contractor or others on the site and shall not be responsible for means and methods of construction, supervision of personnel, and safety in, on, or around the site.

COST ESTIMATES – The Client agrees that HE has no control over the cost of labor, materials, and construction and therefore cannot and does not warrant that costs to the Client will not vary from estimates prepared by HE.

RIGHT OF ENTRY – The Client agrees to allow, or obtain permission from the owner to allow, HE access to the site to complete the contracted services. HE will take reasonable precautions to prevent damage to the site but will not be responsible for damages caused through normal and customary execution of the work or damages caused by others.

STANDARD OF CARE – HE will perform services with the degree of care generally exercised by engineers providing similar services at the same time. These services are provided with no other warranty expressed or implied.

COMPENSATION AND PAYMENT TERMS – The Client agrees that payment is due and payable within fifteen (15) days of the date of invoice. Lump sum portions of the contract will be invoiced based on an estimate of percent complete as determined by HE. Hourly portions of contracts will be invoiced on a time, materials, and expense basis. A 1 ½% per month interest rate will be applied to all unpaid amounts after thirty (30) days. HE shall also be entitled to legal fees necessary for collection efforts.

OWNERSHIP OF WORK PRODUCT – All work product including drawings, specifications, calculations, reports, electronic files, and all other documents and information produced in connection with this agreement shall be considered instruments of service and shall be and remain the property of HE. Reuse or modification of these instruments of service without the expressed written permission of HE is not allowed.

USE OF ELECTRONIC MEDIA – Work product that may be relied upon by the Client is limited to printed copies that are signed and sealed by HE. Any conclusion or information obtained or derived from electronic files will be at the user's sole risk.

SUSPENSION OF WORK – The Client may at any time by a seven day written notice suspend work. The Client shall be responsible for and promptly pay HE all amounts due for services rendered to the date of termination plus additional costs related to terminating work. HE may suspend work for cause, including non-payment, by providing a seven day written notice to the Client. The Client shall indemnify and hold harmless HE from any claim associated with suspension of work for cause.

FORCE MAJEURE – Neither party shall be deemed at fault to the extent that delay or damages result from any cause beyond its reasonable control and without its negligence.

DISPUTE RESOLUTION – At HE's option the Client agrees to submit any claims rising out of this Contract, except claims by HE for non-payment for services, to non-binding mediation in New Hampshire in accordance with the Rules for Commercial Mediation of the American Arbitration Association before any other form of dispute resolution. Claims or disputes not resolved by mediation shall be decided by arbitration in New Hampshire in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall a demand for dispute resolution be made after the date legal proceedings would be barred by statute.

(SCE – liability limited to fee amount (rev. 11/10))