

AGREEMENT

THIS AGREEMENT, made this _____ day of May, 2010 by and between the City of Montpelier, Vermont hereinafter called "OWNER" and Marsh Engineering Services, PLC, doing business as a professional limited liability company hereinafter called "CONSULTANT".

WITNESSETH: That for an in consideration of the payments and agreements hereinafter mentioned:

1. The CONSULTANT will commence, complete and undertake professional engineering services for a project known as "Turntable Park" - hereinafter the "PROJECT".
2. The CONSULTANT will conduct engineering investigations, develop plans, specifications, and estimates and provide engineering services during the construction phase for the PROJECT described herein and furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the completion of the engineering services all as described in the CONSULTANT'S "Engineering Proposal" dated May 26, 2010 (Attachment "A") which has been accepted by the OWNER.
3. The CONSULTANT will commence work on the date this agreement is fully executed or as soon thereafter as possible and will complete the same by no later than one calendar year unless the period for completion is extended otherwise by contract amendment or change order. The CONSULTANT acknowledges that the time for beginning and the time for completion of the work are essential conditions of the agreement and that the agreement may be terminated by the OWNER and payment will be made only for work that has been completed and accepted.
4. The CONSULTANT will maintain insurance coverage of at least \$1,000,000 for General Liability and \$1,000,000 for Professional Liability throughout the project.
5. THE AGREEMENT FEE:
The OWNER agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, on a Time and Expense Basis in accordance with the proposed rates, etc. as stated in Attachment "B". The total cost for said services is estimated by the CONSULTANT to be \$16,000 as described in the Consultant's "Engineering Proposal" as noted above, which has been accepted by the OWNER.
The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$16,000 unless approved in advance by the OWNER and CONSULTANT through a properly executed amendment to the agreement.
6. Invoices shall be submitted to the City of Montpelier, Department of Public Works, to the attention of Thomas McArdle. All invoices and charges for time and reimbursables are to identified by the respective phase of project development consistent with the "Engineering Proposal".
7. This Agreement shall be binding upon all parties hereto and the respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this agreement in two copies, each of which shall be deemed an original on the date first above written.

OWNER: City of Montpelier, Vermont

By: _____

Name: _____

Title: _____

CONSULTANT: Marsh Engineering Services, PLC

BY: _____

Name: Donald Marsh, P.E. Owner

Address: 73 Main Street Room 28
Montpelier, VT 05602

marsh
engineering
services

May 26, 2010

Turntable Park Attachment A

Garth Genge and Tom McArdle
City of Montpelier
39 Main Street
Montpelier, VT 05602

RE: Proposal for Engineering Services
Turntable Park Project

Dear Garth & Tom,

Marsh Engineering Services (MES) is pleased to submit the following proposal for engineering services related to the final site utility design and Project Management for the proposed Turntable Park project on Stone Cutters Way. We understand we would work for the City while coordinating our work with Robert White of ORW LLC, Landscape Architects and Planners, who has primary responsibility for the project design and the Johnson Company who will oversee the site remediation.

MES will provide engineering design services to include a topographic survey, stormwater collection, electric service for site lighting, parking layout and grading for drainage, and access accessibility. We will also have a structural engineer review the integrity of the turntable for use by pedestrians and prepare steel restoration specifications for the turntable, if needed. We anticipate providing assistance for local permitting as well.

ITEMS TO BE PROVIDED BY OTHERS

- Any subsurface exploration
- ORW LLC, Landscape Architects and Planners (ORW) will provide a CAD site base plan
- ORW will provide the lighting layout and intensity plans and specify the fixtures

SCOPE OF SERVICES

TOPOGRAPHIC SURVEY

Greg Dubois, L.S. will perform a topographic survey with one foot contours and spot elevations of important locations including rims and inverts of the existing storm catch basin and two manholes.

73 Main Street Room 28 Montpelier, VT 05602 • tel 802-224-9033
email: don@marshengineering.com

CONSTRUCTION PLANS AND SPECIFICATIONS

Based on the proposed site layout provided by ORW, MES will prepare Civil Utility Construction Plans for project bidding. These plans will include the following:

- Final Grading with both spot elevations and proposed contours as appropriate, including guidance as to the depth of the remediation
- Walks and Parking layouts and grading
- New Storm Catch Basin and connecting Storm Line
- Erosion control measures
- Storm, walk, pavement and accessibility sections/details
- Underground Electric layout based upon a design by Bill Bissell, P.E.
- Inspect and prepare steel restoration specifications for the turntable by Ina Hladky, P.E.

A detailed construction cost estimate of the proposed site utility improvements will be prepared based upon these Design Drawings.

MES also will estimate qualities of the improvements and identify Construction Pay Items and will prepare Master Specifications for bidding by contractors.

MES will also assist with the Site Plan Review process including attendance at one hearing before the DRB.

CONSTRUCTION BIDDING

MES will prepare construction bid documents for both the site remediation and the site improvements including the following:

- Advertisement for bids
- Instructions to Bidders
- Contractor Contract Agreement
- Notice of Award
- Supplementary Conditions
- Special Conditions
- Notice of Davis-Bacon Wage Requirements
- Construction Plans
- Construction Specifications
- Johnson Company's scope of work and specifications for the site remediation
- Performance Bond
- Payment Bond

MES will participate in a project walk-through with the contractors, will answer questions from contractors and provide addendum, as needed. MES will assist in the evaluation of the bids and contract negotiations, as needed.

CONSTRUCTION ADMINISTRATION SERVICES

MES will attend, on average, one site visit/job meeting per week during the 8 week construction period. Throughout construction MES will answer contractor questions, provide clarification and resolve site work conflicts as needed. MES along with ORW will review Contractor Shop Drawing submittals and will assist in change order review. MES will prepare a site punch list as the project nears completion and perform a final inspection of the site work. The Johnson Company will observe and coordinate the site remediation.

MES will review Contractor Pay Request and review the Contractor's conformance with the Davis Bacon wage requirements.

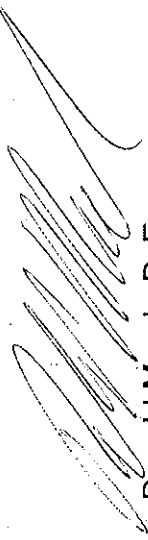
PROFESSIONAL FEES

We will provide the above described services on a Time and Expense basis in accordance with the attached fee schedule dated May 2010. MES agrees not to exceed a total project fee of \$ 16,000 without prior written approval.

Any special studies not described above or significant revisions as a result of the permit review process or other unforeseen conditions will be considered as additional services and billed at time and expense at the attached rates.

Thank you for the opportunity to provide this proposal for site engineering services. Please do not hesitate to contact me with any questions.

Sincerely,



Donald Marsh, P. E.

Turntable Park Contract Attachment B

MARSH
ENGINEERING
SERVICES

PROFESSIONAL FEES SCHEDULE

Professional Engineer Donald Marsh	\$100 per hour
Professional Engineer William Bissell	\$100 per hour
Professional Engineer Ina Hladky	\$100 per hour
CAD Designer	\$65 per hour
Administrative Services	\$40 per hour

REIMBURSABLE EXPENSES

Mileage	\$0.50 per mile
Subcontractors	at costs
Plans, copies, reports reproduction	at costs

May 2010