

Contract No. 1150

PO No. \_\_\_\_\_

Vendor No. **11983**



**TOWN OF NANTUCKET**  
**AGREEMENT BETWEEN**  
**THE TOWN OF NANTUCKET**  
**AND**

**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC.**

THIS AGREEMENT made effective July 1, 2018, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC.** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.

- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement,

including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

#### **ARTICLE 5 – TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
  - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.
- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the

CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the TOWN may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

#### **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.

- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
  - B. Amendments to this Agreement, if any.
  - C. Exhibits A and B.
  - D. This Agreement.
  - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR:

TOWN OF NANTUCKET,  
MASSACHUSETTS:



Carey P. Parent, Senior Client Manager  
Foth Infrastructure & Environment, LLC.

C. Elizabeth Gibson  
Town Manager



Christine M. Player, Senior Client Manager  
Foth Infrastructure & Environment, LLC.

Funding Org/Obj:



FEIN: 39 0749219



Approved as to Funds Available:

Purchase Order #:



Brian E. Turbitt, Director of Municipal  
Finance or Bob Dickinson, Assistant Town  
Accountant

**CONTRACT EXHIBIT A**

**CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** Foth Infrastructure & Environment, LLC
2. **State of Incorporation:** WI
3. **Principal Office Address:** 15 Creek Road, Marion, MA 02738
4. **Description of Services:** Polpis Harbor Maintenance Dredging (See Attached Proposal)
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Charles Larson, Project Manager, or designee
6. **Term of Agreement (§3.1):**
7. **Completion Date (§3.2):** June 30, 2019
8. **Additional Insurance Coverage (§6.2(e)):**

**AGREEMENT EXHIBIT B**

**PAYMENTS**

1. **Lump Sum Method**
  - a. **Maximum Project Amount:** \$117,770
  - b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.
  - c. **Reimbursable Expenses (if any):** None.

**TAX COMPLIANCE CERTIFICATION  
EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:



\_\_\_\_\_  
Name Carey P. Parent, Senior Client Manager

*Christine M. Player*

\_\_\_\_\_  
Name Christine M. Player, Client Team Leader

\_\_\_\_\_  
September 23, 2018

\_\_\_\_\_  
Date

\_\_\_\_\_  
39 0749219

\_\_\_\_\_  
FEIN:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



\_\_\_\_\_  
Signature of person signing contract



\_\_\_\_\_  
Signature of person signing contract

Foth Infrastructure & Environment, LLC

\_\_\_\_\_  
Name of Business



cleengineering

15 Creek Road • Marion, MA 02738  
(508) 748-0937 • (800) 668-3220 • Fax: (508) 748-1363  
[www.foth.com](http://www.foth.com)

September 17, 2018

VIA ELECTRONIC MAIL

Mr. Chuck Larson, P.E.  
Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

**RE: Contract Amendment #4  
Polpis Harbor Maintenance Dredging  
Town of Nantucket, MA  
Foth-CLE Contract #12N118.100**

Dear Mr. Larson:

Foth Infrastructure & Environment, LLC (Foth-CLE) is pleased to submit Contract Amendment #4 for additional services required for the above referenced project. The additional services to be provided will consist of bid and construction phase services as required to solicit public bids and to support Contractor construction services during the Fall 2018-Winter 2019 dredge season. Summarized below is a detailed description of the scope of services that will be provided to the Town by Foth-CLE along with the associated fees. All work will be conducted in accordance with the terms and conditions as agreed to under our original contract which was executed between the Town and Foth-CLE on August 7, 2013. The additional services under this amendment will be performed on a not-to-exceed total lump sum basis.

#### **I. SCOPE OF WORK**

##### **PHASE 18: BID PHASE SERVICES**

Foth-CLE will provide the following services under this task:

- Prepare a set of draft contract documents, which will include a dredge plan and typical sections, technical specifications and an Engineer's construction cost estimate. The contract will incorporate the latest version of the Town's standard construction boiler plate language (as provided by the Town in WORD format) and be supplemented by the appropriate technical specifications prepared by Foth-CLE and as required for the maintenance dredging of Polpis Harbor utilizing mechanical methods.
- Participate in (1) conference call with the appropriate Town representatives to review the draft bid package prior to finalizing. It is assumed that Foth-CLE will be responsible for providing the Town with an electronic (PDF) copy of the finalized bid package. It is also assumed that the Town will be responsible for the posting of bid documents on the Town website, maintaining a plan holders list and distribution of any addenda issued.

- Prepare/place the bid solicitation notice in the MA Central Register, one (1) local newspaper and COMMBUYS;
- Coordinate and attend a pre-bid meeting (on-island) to present the project to interested bidders;
- Prepare pre-bid meeting minutes and respond to bidder's questions that are submitted in writing;
- Prepare Addenda as required and provide to the Town for distribution;
- Review all bids received by the Town; and
- Prepare a letter of recommendation to the Town for the award of a dredging contract.

#### **PHASE 19: CONSTRUCTION PHASE SERVICES**

Based upon direction provided by the Town, Foth-CLE will be responsible for the oversight and management of the dredging project through to project close out. Below are the following services that will be provided:

a) *Pre-Dredge Survey*

Prior to the start of dredging, Foth-CLE will perform a pre-dredge survey using single-beam methods and sounding lines will be collected at 25-foot intervals. A pre-dredge survey plan and crosssections will be prepared and the associated dredge volume will be calculated. This survey data will be utilized as the pre-construction baseline and for the purposes of determining Contractor payment for dredge quantities removed/disposed.

b) *Pre-Construction Coordination/Contractor Submittals*

- Prepare for and attend a pre-construction meeting on-island. Meeting minutes will be prepared and distributed to all attendees;
- Provide all required notifications to local, state and federal regulatory agencies in accordance with permit conditions; and
- Prepare Contractor's submittal log and review all Contractor's submittals as required under the contract.
- Prepare a *Turbidity Monitoring and Incident Notification Plans*. Both plans will be submitted to MADEP for review and approval prior to the start of dredging.

c) *Technical Assistance/Contract Management Services*

For the purposes of budgeting, it is assumed that dredging will take no more than 40 days to complete. During that period, Foth-CLE will provide the following services:

- Technical assistance throughout construction, including responding to Contractor's inquiries;
- Attend up to two (2) on-site meetings with the Contractor and the Town to review periodic progress of dredging operations;
- Prepare meeting minutes and distribute to all attendees; and

- Review of Contractor payment applications and change orders.

d) *Post-Dredge Survey*

Following the receipt of notification by the Contractor that dredging is complete, Foth-CLE will perform a post-dredge survey using single-beam methods and sounding lines will be collected at 25-foot intervals. A post-dredge survey plan and crosssections will be prepared and the associated dredge volume will be calculated by comparing Foth-CLE pre- and post-dredge survey data. The volume calculated will be used to determine final Contractor payment for dredge quantities.

e) *Post-Construction Notifications*

Foth-CLE will provide all regulatory agencies with a copy of the post-dredge survey and notification that work has been completed as required by the permits issued for the project.

f) *Post-Dredge Eelgrass Survey*

In accordance with the conditions of the MADEP 401 Water Quality Certification issued for the project, a post-dredge eelgrass survey will be performed following the completion of construction. The eelgrass survey will be performed during the next available growing season and in June 2019. The field data collected will be compared to the pre-dredge eelgrass survey which was performed by Foth-CLE in June 2018.

**PHASE 20: RESIDENT ENGINEERING PHASE SERVICES**

At the request of the Town, Foth-CLE will be available to provide full-time, on-site Resident Engineering (RE) services to oversee contractor operations, with focus given to sediment transfer activities at the Steamship Wharf and conducting water quality (turbidity) monitoring. For the purposes of budgeting, it is assumed that construction will take no more than 40 days to complete and that all RE oversight will consist of a maximum of ten (10) hours per day and limited to daylight hours.

Water quality (turbidity) monitoring will be conducted during construction to ensure MADEP standards are being met during dredging and in lieu of requiring the Contractor to use silt curtains. Foth-CLE will conduct turbidity monitoring in accordance with the plan approved by MADEP under Phase 19 of which is assumed to include obtaining turbidity, temperature, salinity, dissolved oxygen (DO) readings *in situ* using a calibrated YSI meter or its equivalent to assess water quality during dredging operations. Monthly and final monitoring reports will be prepared and submitted to MADEP.

## II. FEES

The table below provides the summary of fees for performing the scope of services described above.

WORK TASK/PHASE	FEE <sup>1</sup>
<b>PHASE 18:</b> Bid Phase Services	\$ 16,430.00
<b>PHASE 19:</b> Construction Phase Services	\$ 39,260.00
<b>PHASE 20:</b> Resident Engineering Support Services <sup>2</sup>	\$ 62,080.00
<b>TOTAL LUMP SUM (NOT TO EXCEED) FEE</b>	<b>\$117,770.00</b>

<sup>1</sup>Direct expenses, including but not limited to, travel, lodging, certified mailings, legal notices, special mailings/reproduction, equipment rentals, etc., are included under each phase fee.

<sup>2</sup>All travel and lodging associated with Resident Engineering (RE) services will be billed at-cost with no additional mark-up.

## III. STATEMENT OF CONDITIONS & EXCEPTIONS

- a) Foth-CLE has made no provisions for any additional meetings than those identified in the Scope of Work. Should Foth-CLE be requested by the Town to attend any additional meetings, they will be deemed extra work that will be billed on an hourly basis in accordance with the Foth-CLE 2018 Rate Sheet attached herein.
- b) With the exception of the 2018 Pre-Contract Information Worksheet, the amendment herein does not include any grant reporting assistance/management for the Navigational Dredging Pilot MassWorks Infrastructure Grant Program.
- c) Work will be conducted assuming that Foth-CLE has sufficient notice to plan our activities to take advantage of favorable weather conditions. We have not included contingencies for extremes of weather conditions.
- d) The amendment provided herein assumes that the eelgrass survey that was performed by Foth-CLE in June 2018 will be acceptable to MADEP/MADMF and serve as the official record pre-dredge eelgrass survey.
- e) For the purposes of budgeting construction phase services, it is assumed that all work by the Contractor will be completed within 40 days. Should additional time beyond 40 days be required, additional services will be considered extra work and billed on an hourly basis in accordance with the Foth-CLE 2018 Rate Sheet attached herein.

- f) It has been assumed that the Town will be able to provide the Resident Engineer with a boat as needed to conduct water quality (turbidity) monitoring and transportation between the dredge site and Steamship Wharf as required throughout the duration of construction.
- g) The Town will be responsible for preparing and executing the contract agreement with the selected Contractor.
- h) Foth-CLE shall invoice at the Standard Hourly Rates and Charges as shown in the attached 2018 Rate Schedule and shall not exceed the total lump sum fee budget without written authorization.
- i) Any and all work beyond the scope of this amendment shall be deemed extra work and contracted for prior to the commencement of such work.

We thank you for the opportunity to continue to work with the Town on this project. Please feel free to contact me at (508) 762-0766 or via email at [Christine.Player@Foth.com](mailto:Christine.Player@Foth.com) should you have any questions or wish to discuss this proposal in detail.

Sincerely,

**Foth Infrastructure & Environment, LLC**



Christine M. Player  
Project Manager, Ports & Harbors Division



Susan E. Nilson, P.E.  
Director, Ports & Harbors Division

Attachment (2018 Foth-CLE Rate Schedule)

Standard Hourly Rates and Charges  
**Effective through December 31, 2018**  
 Office: Marion, Massachusetts

CLE Engineering, Inc. is a full service professional engineering and construction management firm providing services in Civil, Structural, Environmental, Geotechnical and Marine Engineering. We also provide extensive Land, Hydrographic and Geophysical Survey Capabilities, Site Developments, Inspections along with Project and Construction Management Services.

<b>Professional Services</b>	<b>Hourly Rates</b>
Principal Engineer	\$185.00
Principal	\$160.00 to \$175.00
Structural Engineer	\$155.00
Senior Project Manager	\$155.00
Project Manager	\$145.00
Project Engineer	\$135.00
Staff Engineer	\$125.00
Field / Resident Engineer	\$100.00
Engineering Technician/Junior Engineer	\$ 85.00
Administrative Support	\$ 70.00

**Special Services**

2 Man Survey Crew (Land)	\$195.00
Legal and Out-of-State Engineering Consultant (8 hr. min.)	\$200.00
Expert Witness/Forensic Engineering (4 hr. min.)	\$225.00

**Hydrographic and Geophysical Surveys:**

All hydrographic and geophysical work is quoted on a project basis.

**Additional personnel, services, and equipment may be available through our other offices.  
 Rates are fully negotiable depending on specific project requirements, project duration and client.  
 Incidentals billed at cost or as per proposal.**

POLPIS HARBOR MAINTENANCE DREDGING – BID & CONSTRUCTION PHASE SCHEDULE

	<u>Estimate Date</u>
• Contract Amend#4/Notice To Proceed by Town	by Fri., 9/21/2018
• Draft Bid Package Avail for Town Review	by Fri., 9/28/2018
• Review Bid Package with Town (conference call)	Tues., 10/02/2018
• Place Notice to Contractors in MA Central Register Commbuys & local newspaper	Tues., 10/02/2018
• Final Bid Package (PDF format) to Town	Thurs., 10/04/2018
• <b>MA Central Register Notice to Bidders Published (official start of 2 week bid solicitation process)</b>	<b>Wed., 10/10/2018</b>
• Pre-bid Meeting (on-island; time/location TBD)	Wed. 10/17/2018
• Bidders Questions Due	Fri., 10/19/2018 (by noon)
• Issuance of Addenda (as required)	Mon., 10/22/2018 (by 3PM)
• <b>Bid Opening (by Town, time/location TBD) (end of bid solicitation period)</b>	<b>Thurs., 10/25/2018</b>
• Review Bids/Recommendation to Award by Foth-CLE	Fri., 10/26/2018
• <b>Notice of Award by Town</b>	<b>Tues., 10/30/2018</b>
• Pre-construction meeting (on-island, time/location TBD)	Fri., 11/02/2018
• <b>Contract Award/Notice to Proceed by Town</b>	<b>by Tues., 11/06/2018</b>
• Contractor Submittal Review	11/02/2018 (start)-11/14/2018 (end)
• Foth-CLE Pre-dredge Survey	week of 11/12/2018
• Contractor Mobilizes to Site/Start of Construction	11/19/2018
• Construction Completion (Est. 40 days; Assume 7 days per week/excl. holidays)	12/30/2018
• Foth-CLE Post-dredge Survey	by 01/04/2019
• Contractor Clean-up/verification survey (as required)	by 01/09/2019
• Estimated Date of Contractor Completion	01/11/2019
• <b>OFFICIAL CLOSE OF DREDGE WINDOW</b>	<b>01/14/2019</b>