



January 28, 2022

Proposal Number: P012822.30

Town of Chilmark  
Attn: Tim Carroll, Town Administrator  
PO Box 119  
Chilmark, MA 02535  
VIA EMAIL: townadministrator@chilmarkma.gov  
T: 508-645-2101

**RE: Response to RFP Menemsha Dock Replacement Phase 1  
For Professional Engineering and Permitting Services**

Dear Mr. Carroll:

Coastal Engineering Company (CEC) is pleased to provide this proposal for Professional Engineering Services in response to the above referenced RFP. It is our understanding that the Town of Chilmark owns, operates, and maintains the commercial fishing docks along Basin Rd the village of Menemsha, MA. Based on the RFP the Town is interested in repairing, reconstructing, and/or replacing the docks and bulkhead in a manner that will provide several decades of service life provide coastal resiliency with the anticipated sea level rise.

**PROJECT UNDERSTATING**

It is our understanding that the goal of this Phase of the Project, Phase 1 – Assessment, is to provide an Assessment Report of the existing condition of the infrastructure and provide recommendations and options for the necessary repairs/replacement of the existing infrastructure.

To achieve the goals outlined above, and as outlined in the RFP, CEC proposes the Project be completed through the following Tasks outlined in the Scope of Services:

**SCOPE OF SERVICES**

The Scope of Services for Phase 1 - Assessment is proposed to be completed as follows:

**Task 1 – Project Management, Meetings, and Administration ..... \$5,300**

- Provide project management to coordinate the inspection and assessment report with the Town
- Organize and attend project meetings as required during the duration of Phase 1 in addition to those specified in specific tasks outlined below
- Create and maintain the Project Work Plan and Schedule
- For budgeting purposes, the following meetings have been assumed:
  - Initial Kick-off Meeting (Virtual)
  - Preliminary Assessment Meeting – assumes 1 meeting
  - Bi-weekly internal meetings – assumes 3 meetings

**Task 2A – Limited Existing Conditions Survey and Plan Preparation ..... \$7,500**

This work is proposed to be completed simultaneously with the preliminary engineering topside and waterside

inspection outlined in Task 2B below.

- Perform research to obtain plans of the subject property and infrastructure at the Barnstable County Registry of Deeds, Massachusetts Land Court, and Chilmark Town Hall.
- Perform office calculations, preparation of a working plan, and setup for field survey.
- Perform an on the ground survey of the subject property limited to the bulkhead and dock infrastructure with limited extents to include nearshore waterfront, access road, and any adjacent resources areas. The survey will be referenced Horizontally to the Massachusetts State Plane Coordinate System North American Datum of 1983 (NAD 83 (2011) Epoch 2010.00) and Vertically to the North American Vertical Datum of 1988 (NAVD 88).
- Reduce, reconcile and plot collected data.
- Prepare a Limited Existing Conditions Plan of Land showing contours at 1-foot intervals, buildings, structures, walls, spot elevations, coastal resource areas, and flood elevation zone.

**Note:** A property line survey has not been included in the scope. If it is determined that a property line survey is required a separate proposal for completing those services can/will be provided.

**Task 2B – Preliminary Engineering Inspection ..... \$10,100**

In conjunction with Task 2A above CEC will perform a topside and waterside inspection as outlined below:

- CEC will utilize one of our three (3) boats to access the facility from the waterside to inspect the above-water and just below water condition of the existing infrastructure.
- Perform a topside inspection of the existing infrastructure
- Document and photograph the conditions observed of the existing infrastructure
- Coordinate the field notes obtained for the existing conditions and details of the infrastructure to be with the limited existing conditions plan developed in Task 2A

**NOTE:** CEC has not included any subsurface geotechnical investigation, soil borings and/or test pits, for Phase 1 of the Project. Soil borings may be required for design and would be included in future Phases.

**Task 3 – Preliminary Assessment and Inspection Report ..... \$9,900**

- Perform a preliminary assessment of the remaining service life of the existing infrastructure based on the results of the observations in Task 2B.
- Perform a preliminary assessment of the necessary design parameters for the desired coastal resiliency.
- Prepare preliminary sketches from the field notes and observations in Task 2B.
- Prepare a preliminary report and assessment of additional inspections required if any
- Provide the preliminary assessment report to the Town for review and discussion
- Conduct a meeting to review the results of the preliminary assessment and recommendations

**Task 4 – Additional Inspections (Optional) ..... Budget Estimate: \$14,500**

This Task is provided for budgetary purposes for additional inspection if recommended and approved. The following is anticipated to be included:

- CEC will subcontract with a commercial dive company, Cavanagh Marine or approved alternative, for a one-day dive inspection.
- CEC will provide engineering supervision of the dive crew and direct the inspection effort and photo/video documentation of the underwater conditions.
- CEC will provide a preliminary memorandum of findings from the additional underwater inspection for the Town.
- Incorporate the additional findings from the additional inspections into the final Assessment Report

**NOTE:** This Task is for Budgetary purposes and will be updated per the recommendations in Task 3 above and as agreed upon and approved by the Town.

**Task 5 – Final Assessment and Recommendations Report ..... \$7,400**

- Perform a final alternatives analysis for options to enhance the coastal resiliency and extend the service life of the infrastructure
- Finalize the Assessment and Recommendation Report based on the comments from the Town of the Preliminary Assessment Report and any additional inspections conducted, and the final alternatives analysis
- Provide the Final Report to the Town and attend a meeting to review the Final Report and answer any questions to clarify the findings and recommendations.

**TOTAL ESTIMATE for PHASE 1 Base Tasks ..... \$40,200**

*Optional Task 4 Budget.....\$14,500*

**TOTAL ESTIMATE WITH OPTIONAL TASK 4 .....\$54,700**

**CLARIFICATIONS and EXCLUSIONS for PHASE 1**

The above tasks, excluding Task 4, are proposed as a Fixed Fee budget and will be billed based on percentage complete on a monthly basis. Estimated reimbursable expenses have been included in the above tasks for travel and misc. materials needed for the completion of the scope of work. Any additional services will be billed on a time and expense basis with approval from the Town or following a fixed fee proposal for those additional services requested.

The above scope of work does not include any property lien surveys, geotechnical borings or test pits, environmental or soils testing, permitting or design services.

**PRELIMINARY PROJECT SCHEDULE - MILESTONES**

Based on the Scope of Work Outlined above CEC proposes the following milestones of the Project Schedule, weather permitting, as follows:

- Project Award/Contract Execution: 04-FEB-22
- Preliminary Survey and Inspection: 02-MAR-22
- Preliminary Assessment Report: 18-MAR-22
- Final Report (without Add'l Inspection): 15-APR-22

If you agree with the above approach and wish us to proceed with the above stated services, kindly forward the Town's standard contract for Professional Engineering Services for review and execution.

If you have any questions, please do not hesitate to contact me.

Sincerely,  
Coastal Engineering Company, Inc.



Todd D. Turcotte, P.E.  
Waterfront / Marine Division Manager  
TDT/kvp

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## FEE SCHEDULE STANDARD PROJECTS

*January 1, 2022*

Project Executive	\$250/hour
Expert Witness	\$300/hour
Senior Registered Professionals	\$190/hour
Senior Engineer / Senior Land Surveyor	\$160/hour
Project Engineer / Project Land Surveyor	\$130/hour
Staff Engineer / Staff Land Surveyor	\$115/hour
CAD Technician/Drafter	\$115/hour
Permitting Specialist	\$110/hour
Field Personnel	\$110/hour
Field Personnel with specialized equipment	\$175/hour
Secretary / Word Processing	\$75/hour

**NOTE: Actual invoicing on some projects may vary due to complexity.**

- Travel, where applicable, will be charged at 58.5 cents per mile or by expense incurred.
- Consultants, subcontractors, equipment, and other expenses are billed at direct costs plus service charge.



**COMPENSATION FOR ENGINEERING SERVICES:** Fees for engineering services performed by Coastal Engineering Co., Inc. (CEC) for the CLIENT are based upon the time worked on a given project and are billed according to CEC's current fee schedule. CLIENTS are advised that all fees are subject to increases and can vary due to complexity and staff demand. Fee estimates for professional services are budget estimates prepared to the best of CEC's ability based on facts available at the time of submission and are subject to revisions from time to time by CEC.

**TRANSPORTATION:** Time and travel expenses incurred, when travel is in the interest of the project, will be charged for in accordance with CEC's fee schedule.

**SUBCONTRACT SERVICES:** CEC may engage subcontractors and/or other professionals to perform required services such as soil borings, drilling, construction, etc. That subcontractor's charge plus a service charge will be added to CEC's fee.

**REIMBURSABLE EXPENSES:** Expenses will be billed at CEC's cost plus a service charge. Examples of expenses ordinarily charged to CLIENT are printing and reproduction, special fees, permits, and licenses.

**PAYMENT:** Invoices will be rendered monthly or as work progresses. Invoices are due and payable upon receipt. Amounts over 30 days past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection fees incurred in the collection of any amount owed hereunder and not paid when due. CEC shall have all rights available to it pursuant to M.G.L. Chapter 254 to file a lien on the property for which CEC provided services hereunder.

**CHANGE OF SCOPE:** If, during the performance of services under this Agreement, a change in the Scope of Services is requested on the basis of an oral or written order by the CLIENT or CLIENT's Agent, or is required in CEC's sole discretion by circumstances to address contingencies, or CLIENT requests revisions of the plans, CEC will perform such additional services in accordance with its fee schedule. CEC reserves the right, at its discretion, to issue a Change Order to this Agreement. However, a Change Order is not required prior to rendering such services and the CLIENT agrees to pay for such additional services.

**SUSPENSION OF SERVICES:** If the CLIENT fails to make payment of invoices when due, CEC may suspend performance of services under this Agreement. In the event of a suspension of services, CEC shall have no liability to the CLIENT for delay or damage caused by such suspension of services or for any consequential damages.

**TERMINATION PROVISION:** This Agreement may be terminated by either party upon five (5) days written notice in the event of breach of performance of terms and conditions of this Agreement by the other party through no fault of the terminating party. CEC shall be compensated for services performed up to the time of termination.

**INSURANCE:** CEC is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. CEC will furnish certification upon request.

**RIGHT OF ENTRY:** Unless otherwise agreed, the CLIENT furnishes right-of-entry on the land for CEC to make measurements, soil tests, or other required explorations. CEC will take reasonable precautions to minimize damage to the land from the use of equipment, but CEC has not included in its fee the cost of restoration from damage that may result from its operations. If CEC is required to restore the land to its former conditions, the cost of doing so will be added to its fee.

**OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of CEC as instruments of service and CLIENT shall have no right to such documents. The CLIENT may, at his/her expense, obtain record print drawings, which the CLIENT will use solely in connection with the project to which this Agreement applies and not for the purpose of making subsequent extensions or enlargements thereto. All photographic documentation shall remain the property of CEC and may be used in marketing materials (electronic and print) unless otherwise specified by CLIENT. The CLIENT hereby consents to

CEC's use of the CLIENT's name and general project description in marketing materials (electronic and print) unless otherwise specified by CLIENT.

**USE OF DOCUMENTS:** Services performed and documents prepared by CEC under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by CEC and CLIENT. Any unauthorized use of the documents prepared by CEC or any use of the documents which is not in strict compliance with the documents shall be at the sole risk of the CLIENT or the unauthorized user and CEC shall have no liability for the misuse or unauthorized use of such documents.

**USE OF STAKES:** CLIENT, CLIENT's contractor, or any third party may not use stakes or other markers set at the site by CEC before obtaining verification from CEC that the stakes or other markers were set for the intended purpose and are in place to the accuracy appropriate for the intended use.

**ELECTRONIC FILES:** Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT's agent. CEC's official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold CEC harmless for any damages from inappropriate or illegal uses by third parties from any electronic transfer of information by CEC requested by the CLIENT or CLIENT's agent.

**CONSTRUCTION SERVICES:** On request, CEC can provide personnel to observe construction in order to ascertain that the construction, in general, is being performed in accordance with CEC's plans and/or specifications. CEC shall under no circumstances be a guarantor of any contractor's means and methods of work and shall bear no responsibility with respect to the performance of such construction. The CLIENT and CLIENT's agent will continue to be responsible for the accuracy and adequacy of all construction performed.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** CEC agrees to indemnify and hold CLIENT harmless against damages and liability resulting from the negligent acts, errors, or omissions of CEC. The CLIENT agrees to limit CEC's liability, resulting from errors and/or omissions in engineering design information furnished to the CLIENT, to those portions of the design prepared by CEC and in an amount not to exceed CEC's fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which CEC has provided reports, plans, and/or specifications. The CLIENT shall further indemnify and hold CEC harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT's agents, contractors, or assigns from any breach of this Agreement or from any unauthorized use of CEC's documents or use of CEC's documents other than as set forth in the Use of Documents section hereof. Such indemnification shall include the cost of defense including without limitation attorney's fees, arising in any way with claims connected with any such liability excepting only such liability as may arise out of CEC's sole negligence in performance of services. CLIENT agrees that any and all damages arising from negligent act, error, or omission shall be made against CEC directly and shall not be made personally against any of its directors, officers, agents, or employees.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision hereof, CEC shall not be liable to the CLIENT for any incidental, indirect, or consequential damages arising out of or connected in any way to the services rendered hereunder, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, or loss of reputation.

**STANDARD OF CARE:** CEC's professional services will be performed in accordance with the generally accepted engineering practices, skill, and care used by similar members of the engineering profession practicing under similar circumstances at the same time and in the same locality. CEC makes no warranties, express or otherwise, in connection with CEC's services hereunder.