

August 3, 2018

Rod Melanson
Director Planning, Development & Codes Town of Topsham
100 Main Street
Topsham, ME 04086

Subject: Main Street (Route 201) Pavement Marking Improvement Plan

Hi Rod:

As discussed the following outlines our scope of work and fee estimate to develop an improvement plan for Main Street between approximately the Volvo Dealership and CanAM Drive.

Municipal Goals:

1. Traffic management:
 - a. Provide for safe vehicle mobility, and address congestion issues associated with MSAD school campus at Eagles Way and Can Am Drive
2. Pedestrian Mobility & Safety:
 - a. Identify improvements to existing conditions, including any proposed new improvements
3. Bicycle Mobility & Safety:
 - a. Identify improvements to existing conditions, including any proposed new improvements
4. Aesthetic Character
 - a. Identify any improvements to streetscape landscaping
 - b. Identify any improvements to pedestrian lighting

Scope of Work

Data Collection and Assumptions:

1. Utilize the MaineDOT June 2018 turning movement count at the Route 201/Route 196 intersection.
2. Prior traffic studies from Gorrill Palmer for MSAD 75 and Diane Morabito for Highland Green will be obtained/used.
3. Crash data for the most recent three-year period from MaineDOT will be obtained.
4. Traffic signal information (equipment/timing) will be obtained.

Base Mapping Assumptions:

It is assumed that the concept improvements will be illustrated on an aerial base map at a scale of approximately 1" = 25'. The following is assumed in the development of the base map.

1. Right-of-Way mapping from MaineDOT.
2. The Town will provide electronic 2018 aerial maps (which are expected in October 2018).
3. Site plans and other maps available will be obtained to assist in establishing existing conditions.
4. A field inventory will be conducted to confirm and update mapping information.

Traffic Modeling Analysis:

1. Develop Design Hour traffic volumes in the study area.
2. Develop a Synchro traffic model for the study area.
3. Conduct a SimTraffic analysis to evaluate recommendations and changes to number of lanes and/or configuration.

Final Plan:

1. Develop a pavement marking plan
 - a. Identify crossing improvements both at existing and proposed crosswalks.
 - b. Identify shoulder or bicycle lanes.
 - c. Identify coordinated traffic management
 - i. Recommendations for Eagles Way traffic peak time periods (i.e.: do we need a police presence for traffic control)
 - ii. Traffic signal improvements at Main Street/Route 196
2. Develop a conceptual design of a sidewalk on the west side of Main Street from Eagles Way to the Forest Drive area.
3. Develop conceptual design of roadway improvements that may include pedestrian refuge islands and traffic calming strategies.
4. Develop Cost Estimates for the implementation of improvements according to available unit cost information.

Compensation

For services rendered in the above scope of work, compensation will be on a lump sum basis with a cost of \$10,000.00 inclusive of both direct and indirect costs.

GENERAL TERMS OF AGREEMENT

1. Terms of Payment

Payment for services rendered shall be in accordance with the following general provisions:

- a. The Engineer shall submit invoices monthly for all work performed. Subconsultant's services invoiced shall be accompanied by approved invoices from all subconsultants.

Services performed shall be deemed approved and accepted by Client as and when invoiced unless Client, within fourteen (14) days of date of invoice, provides written notice of incomplete or defective work and the amount in dispute.

- b. Payment shall be made by Client within fourteen (14) days after Client is paid. Interest at 1-1/2% per month or such lesser rate as allowed by applicable law may be applied to sums outstanding over 30 days if withheld without cause.
- c. Should the Project be delayed by action of Client, or by failure of Client to provide data or documents or to perform other administrative functions as designated herein, the Engineer shall be paid that portion of the current month's work from the date of the previous invoice to the date of cessation of the work, such payment to be made within fourteen (14) days of invoice.
- d. Failure of Client to submit full payment, without cause, of an invoice within fourteen (14) days of the date thereof subjects this Agreement and the services for herein to suspension or termination at Engineer's discretion.
- e. If the Engineer's services for the Project are suspended by the Client or the Project is abandoned in whole or in part by the Client, the Engineer shall be paid its fees for services satisfactorily performed prior to receipt of written notice from the Client of such suspension or abandonment.

2. General Conditions

- a. The Engineer will provide the services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession practicing under similar conditions at the same time and in the same or similar locality. No warrant expressed or implied is made or intended by this Agreement or by the foregoing statement of the applicable standard of care.
- b. During the performance of services within this Agreement, the scope of the Engineer's services and compensation therefore may be adjusted by mutually agreed change orders to this Agreement.

- c. The Engineer shall not disclose to unauthorized parties any confidential information other than as required by law except to its employees and other consultants who need such confidential information in order to properly perform the services required.
- d. The Engineer shall maintain during the performance of this Agreement workers compensation and liability insurance satisfactory to the Client in amounts not less than as follows:

Workers Compensation	Statutory Coverage
General Liability \$2,000,000 Aggregate	\$1,000,000 Each Occurrence and
Automobile Liability Aggregate	\$1,000,000 Each Occurrence and
Professional Liability Aggregate	\$1,000,000 Each Occurrence and

Subconsultants shall maintain during the performance of this Agreement workers compensation and liability insurance in amounts not less than those listed above, except that Professional Liability insurance shall be not less than \$1,000,000 Each Occurrence and Aggregate. Client shall be named as an additional insured on the general liability and automobile liability policies.

- e. Absent negligence on the part of the Engineer, the Engineer shall not be responsible for the completeness or accuracy of data provided by others on which designs will be based, or for the acts of omissions of the Client or any of the Client's contractors and subcontractors, or their agents or employees or any other person otherwise performing any of the Client's work. Absent negligence on the part of the Engineer, the Client shall hold the Engineer harmless from any and all claims which may result from use of incomplete survey or other data provided by others and completed outside the scope of this project.
- f. The Engineer's designs, drawings, analyses, reports, maps, field data, laboratory test data, calculations, estimates and other similar documents prepared by the Engineer for delivery to the Client under this Agreement are instruments of professional service, not products. However, all such documents shall become the property of the Client upon full payment of the Engineer's invoices. The Engineer may retain copies of all such documents for its files. Such documents and other services provided under this Agreement are for the exclusive use of the Client solely for this project. The Engineer will not be responsible for further use of these materials.

3. Responsibilities of the Client

The following data and services shall be provided by the Client:

- a. Client agrees to notify Engineer promptly in writing if Client becomes cognizant of the occurrence of any development that may affect the performance of Engineer's services or of any defect or non-conformance of the Engineer's services or the work of any contractor or subconsultant.
- b. Client shall designate a representative who shall have authority to act as Client's representative and who shall promptly transmit instructions, receive information, interpret and define Client's policies and decisions with respect to the Project.
- c. Provide all legal and administrative services required for land and right-of-way acquisition, filing and processing local and State permits, project financing, or other legal requirements.
- d. Pay all costs of publishing legal notices in appropriate newspapers and shall pay all permit application fees as required by various permitting processes.
- e. Provide access rights onto abutting land if such access is necessary to accomplish work of this Project.

4. Termination

This Agreement may be terminated by written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party after the expiration of a ten (10) day notice period. Either party may terminate this Agreement without cause upon thirty (30) days written notice. Upon termination, Engineer shall be paid for services performed and costs incurred to date of termination.

5. Delegation of Duties

Neither the Client nor the Engineer shall assign its rights or delegate its duties under this Agreement without the written consent of the other party. Client hereby consents to Engineer's subcontracting any of the services to be performed hereunder, excepting tasks detailed by TYLI.

6. Force Majeur

Engineer shall not be liable or deemed to be in default for delays in performing the services hereunder, or for the direct or indirect costs resulting from such delays that may result from any cause beyond Engineer's reasonable control.

7. No Third Party Beneficiaries

This Agreement gives no rights or benefits to any party other than the Client and Engineer. No action may be brought against either party hereto by any third party based on this Agreement.

8. Severability

The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion hereof.

9. Dispute Resolution

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement shall be determined in the Sagadahoc County Superior Court. The Client and Engineer are not prohibited by this section from amending this Agreement should a claim, dispute or controversy arise, and referring the claim, dispute or controversy to mediation or arbitration.

10. Captions

The captions in this Agreement are for the purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement.

11. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Engineer.

12. Applicable Law

This Agreement shall be interpreted and enforced according to the laws of the State of Maine.

13. Indemnification

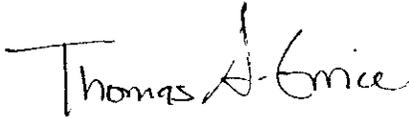
Engineer promises to indemnify and hold harmless the Client and its officers,

agents and employees from any and all claims, damages, debts, demands, suits, actions, attorney fees, court costs, arbitration or other dispute resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from, or arising out of any negligent or intentional wrongful act, error, omission or breach of contract by the Engineer or its subconsultants in the performance and furnishing of services under this Agreement.

We appreciate the opportunity of providing traffic engineering services and your signature will constitute your authorization to proceed. Please contact me if you have any questions relative to this proposal.

Respectfully submitted,

T.Y. LIN INTERNATIONAL



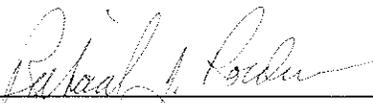
Thomas A. Errico, PE
Senior Associate / NE Traffic Engineering Director

CLIENT

ENGINEER

Town of Topsham

T.Y. Lin International

By: 

By: _____

Title Town Manager

Title _____

