

May 10, 2016

Bob Hamblen
City Planner
City of Saco
300 Main Street
Saco, Maine 04072

RE: Peperrell Square Transportation Feasibility Study – Scope of Work and Fee Estimate

Dear Bob:

I enjoyed meeting with you and Joe a few weeks ago. The background history and site observation was very beneficial. As requested, we have provided the following scope of work and fee estimate to complete an evaluation of traffic conditions at Peperrell Square assuming traffic circulation changes. For the purposes of this proposal, we have assumed two specific scenarios will be evaluated. The first is a full closure of the Square to general traffic allowing truck deliveries and emergency vehicle access only. A second scenario will be evaluated and includes providing entry movements from Main Street only. Much of the base data will be obtained from the Biddeford – Saco Mill District Study Mitigation and Impact Fee Summary Study dated June 2015 prepared by Gorrill Palmer. In that Study GP presents a recommendation that implements vehicle turn restrictions and removes the existing traffic signal. We will include this concept in our evaluation for comparison purposes.

The following summarizes our detailed scope of work and fee estimate for your consideration.

Scope of Work

1. Review traffic studies and other relevant documents in the project area.
2. Inventory the study area for traffic information including but not limited to parking regulations and on-street supply; regulatory signs and pavement markings; traffic signal conditions at Main Street/Front Street/Water Street; pedestrian conditions; and truck delivery activity. This will include a complete streets inventory of bicycle and pedestrian infrastructure.
3. Summarize existing weekday AM and PM peak hour traffic volumes at the Main Street/Front Street/Water Street intersection.
4. Obtain existing weekday AM and PM peak hour traffic volumes at other as to be determined intersections that would be impacted by a shift in traffic volume following changes at Peperrell Square. For the purposes of this proposal, we have assumed inclusion of the Main Street/Beach Street intersection. It is our assumption that traffic data is available.
5. We will conduct a 1-hour origin-destination survey during the AM and PM peak hours recording vehicles traveling through Peperrell Square. We have assumed time to video traffic at two locations: traffic entering Front Street at Main Street and at the Beach

- Street/James Street intersection. From this data we will provide an estimate of expected traffic diversion.
6. Crash data will be obtained at Peperrell Square to identify any safety problems that can be mitigated by the proposed improvement options.
 7. Weekday AM and PM peak hour traffic volumes will be estimated for the following improvement scenarios. The volumes will be adjusted to a future year based upon available growth and development assumptions provided by others.
 - A full closure of the Square to general traffic allowing truck deliveries and emergency vehicle access only.
 - Providing entry movements from Main Street only.
 - GP recommendations that implement vehicle turn restrictions and removes the existing traffic signal.
 8. A level of service analysis will be performed for the study intersections for the weekday AM and PM peak hours. The analysis will be performed for the three scenarios noted in #8 above.
 9. A general evaluation of parking supply impacts will be performed. This task will identify parking changes (likely loss of parking in the Square) and opportunities to offset the loss of parking.
 10. Conceptual improvement layout plans will be illustrated in an aerial map. These will include evaluation of truck turning movement needs.
 11. A brief report will be prepared that summarizes the analysis and data of the study and will include supporting graphics as needed.
 12. This project assumes attendance at three (3) City meetings during the duration of the study with these meetings allowing for City Departments to provide feedback and guidance on the project.

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	\$1,000,000 Each Occurrence and
\$2,000,000 Aggregate	
Automobile Liability	\$1,000,000 Each Occurrence and
Aggregate	
Professional Liability	\$1,000,000 Each Occurrence and
Aggregate	

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 Client agrees, to the fullest extent permitted by law, to Indemnify and hold the Engineer harmless from any claim liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client.

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

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The client and the engineer further agree to include a similar mediation provision in all agreements with independent contractors and engineers retained for the project and to require all independent contractors and engineers also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. 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

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Engineer in the performance of professional services under this Agreement, to the extent that the Engineer is responsible for such damages, liabilities and costs on a

comparative basis of fault between the Engineer and the Client. The Engineer shall not be obligated to indemnify the Client for the Client's own negligence or for the negligence of others.

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

CLIENT

City of Saco

ENGINEER

T.Y. Lin International

By: _____

By: _____

Title _____

Title _____