

# *DIRIGO ENGINEERING*

2 Dirigo Drive • Fairfield, Maine 04937 • 207-453-2401

November 19, 2021

#23604

Town of Limerick, Maine  
Attn: Secretary to the Board of Selectman  
55 Washington Street  
Limerick, Maine 04048

**RE: Letter of Agreement for Engineering Services Related to Water and Sewer Main Replacement**

Dear Selectboard:

This letter serves as our agreement for Engineering Services to replace sewer and water utilities on Wescott, Maple and Prospect Streets. The project spans approximately 900 feet on Wescott Street, 1,150 feet on Maple Street and 835 feet on Prescott Street (plus an additional 560 feet of water main to create a loop with Dora Lane). The project includes replacing water and sewer mains, appurtenances, and water/sewer services.

Dirigo Engineering will work with you to perform the services detailed below.

## **Scope of Services**

### **Design Phase Services**

#### **1. Preliminary Engineering Report**

Dirigo Engineering will prepare a brief Preliminary Engineering Report (PER) to be used to help complete the CDBG funding application. This report will be completed by December 31, 2021, and will include:

- Evaluation of existing systems with emphasis on health & safety.
- Design of improvements
- Preliminary cost estimates
- Project area maps

## **2. Meetings**

Dirigo Engineering will attend meetings to help facilitate the project. We plan on attending up to (3) selectboard/committee meetings and one public hearing. Dirigo will be prepared for the meetings with documentation and visual aids and will assist with public presentations as needed.

## **3. Topographic Survey**

Dirigo Engineering will perform a topographic survey of the project area to develop the project base plans. The topographic survey will obtain information about the street, drives, existing utilities, and buildings along the road. We will gather elevation information on the existing sewers, storm drains, water main where practical, and any other physical data that will be necessary for the design of the sewer and water system upgrades. Dirigo will then prepare an Existing Conditions plan of the area.

## **4. Subsurface Exploration**

If the new water and sewer mains are installed in the same location and elevation as the existing, ledge probes are likely not necessary. However, if the new mains are installed in a different location or at a greater depth, ledge probes would be recommended. If they are necessary, Dirigo Engineering will obtain competitive quotes for the work and coordinate the contract between the Town and the ledge probe Contractor. The costs of the ledge probes would be the responsibility of the Town. Dirigo would be present during the work, coordinate the probe locations, record the data, etc. Dirigo's costs, which are outlined later in this proposal would only be charged if the probes are needed.

## **5. Preliminary Design**

Dirigo will develop preliminary designs for the project that include the following:

- Sewer mains, manholes, services, etc.
- Water mains, services, fire hydrants, etc.

We will include construction details with the preliminary plans. We will provide the preliminary designs to the Town and other stakeholders for review and comment.

## **6. 90% Final Design**

Dirigo will incorporate comments received by the project stakeholders and advance the preliminary designs to near (90%) final designs. We will also develop project specifications and prepare contract documents that include bid documents, contracts, general conditions, technical specifications, and any special conditions. We will then provide the 90% Plans and Contract Documents to the Town, District and John Cleveland for a final review. We will provide an updated cost estimate for the work based on the 90% final designs.

## **7. Final Designs & Contract Documents**

Dirigo will incorporate comments and advance the designs and contract documents to final. We will provide final plans and contract documents in paper and electronic formats to the Town, District and Office of Community Development. Contract Documents will be prepared in accordance with the requirements of the CDBG program.

## **8. Bidding**

We will assist in advertising and bidding the project for construction. We will prepare the Advertisement for Bids and submit it to construction plan rooms and a local newspaper for advertising. We will provide contract documents for bidders and material suppliers (at a nominal fee to each bidder). We will answer questions during the bidding process. We will prepare tabulations of the bid results, evaluate the qualifications of the low bidder(s) and make recommendations on award.

## **Construction Phase Services**

## **9. Contract Administration**

We will provide contract administration services during the project construction phase. We will represent the Owner and work to protect the Owner's interests throughout the project. This work will include the following:

- Coordinate a contract signing/preconstruction meeting with the Owner, Contractor, funding agency(s), etc. At this meeting the important contract terms and special concerns will be discussed. Also, the construction procedures and schedule for the work will be discussed.
- Review shop drawings and schedules submitted by the Contractor
- Review and approve the monthly pay applications for the contracts
- Process any necessary change orders
- Attend a monthly meeting with the Owner and Contractor to discuss the work status, issues, pay applications, etc.
- Support the Owner on warranty work

## **10. Construction Monitoring**

Construction monitoring refers to visual observation of materials, equipment, or construction work for the purpose of determining that the work is in substantial conformance with the contract documents and with the design intent. To keep inspection costs under control, Dirigo Engineering will work with local representatives of the district. Dirigo will provide construction monitoring on a "part time" and "as requested" basis to supplement the owner's inspection.

When present during construction Dirigo's field representative (who will likely be the project engineer) interpret the contract documents and address questions or problems as they arise; and be the intermediary for discussions between the Owner and Contractor.

#### **11. Record Drawings**

Dirigo will obtain construction records from the Contractor and prepare record drawings of the project. Dirigo will provide the record drawings in paper and electronic (pdf) formats.

#### **Schedule**

Dirigo Engineering will complete the Preliminary engineering report by December 31, 2021. Funding from CDBG will not be available until June of 2022. We envision taking a break from this project as the CDBG application moves through the process. If the Town is successful in obtaining funding, we will start the design phase on June 22, 2022. Depending on the bidding climate at the time, it may be possible for construction to be completed in late 2022, however, springtime 2023 construction may be more appropriate.

#### **Engineering Fees**

Dirigo proposes to complete the work specified in our Proposal for the following fees. We have provided two separate prices, one for doing the required work for all streets and a second price for breaking the job out by streets. There is significant cost savings in completing all the work under a single contract.

Item. No.	Task	Cost for Individual Streets	Cost for All Streets
	<b>DESIGN PHASE</b>		
1	Preliminary Engineering Report	\$3,000	\$3,000
2	Meetings	\$3,600	\$3,600
3	Topographic Survey	\$5,000	\$5,000
4	Subsurface Exploration	\$1,500	\$1,500
5	Preliminary Design		\$7,500
	Wescott	\$4,500	
	Maple	\$4,500	
	Prospect	\$5,000	
6	90% Final Design		\$5,500
	Wescott	\$3,000	
	Maple	\$3,000	
	Prospect	\$3,500	
7	Final Design & Cont. Docs.		\$4,000
Item. No.	Task	Cost for Individual Streets	Costs for All Streets
	Wescott	\$2,000	
	Maple	\$2,000	
	Prospect	\$2,500	
8	Bidding		\$3,500
	Wescott	\$2,000	
	Maple	\$2,000	
	Prospect	\$2,500	
	<b>TOTAL DESIGN PHASE SERVICES</b>	<b>\$49,600</b>	<b>\$33,600</b>

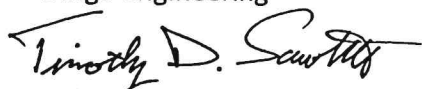
	CONSTRUCTION PHASE		
9	Contract Administration		\$6,500
	Wescott	\$3,500	
	Maple	\$3,500	
	Prospect	\$4,000	
10	As Needed Construction Monitoring		\$7,500
	Wescott	\$3,000	
	Maple	\$3,000	
	Prospect	\$3,500	
11	Record Drawings		\$2,000
	Wescott	\$1,000	
	Maple	\$1,000	
	Prospect	\$1,000	
	<b>TOTAL CONSTRUCTION PHASE</b>	<b>\$23,500</b>	<b>\$16,000</b>
	<b>TOTAL</b>	<b>\$73,100</b>	<b>\$49,600</b>

Please note that the higher costs quoted above are for providing 3 separate projects. The Town of Limerick will save substantially if Dirigo Engineering completes all the required design work up front and then bids one package that is designed to use the amount of available funding that is obtained.

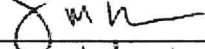
### **Agreement to Proceed**

Please countersign this letter of agreement and return a signed copy as authorization for Dirigo Engineering to begin work on this project. Our Agreement includes this letter and the attached General Provisions. If you have any questions, please do not hesitate to contact us.

Sincerely;  
Dirigo Engineering

  
Timothy D. Sawtelle, P.E.  
Principal

Accepted by:  
**Town of Limerick Maine**

By:   
Title: Robert Clark  
Date: 12/15/21

**Dirigo Engineering**  
**GENERAL PROVISIONS**  
**January 2021 through December 2021**

**General**

These General Provisions are to be attached to and made a part of the LETTER OF AGREEMENT and/or PROPOSAL between **Dirigo Engineering** (referred to as "**Dirigo**") and **Client**.

**Dirigo** shall perform for **Client** professional engineering services for the project as outlined in the LETTER OF AGREEMENT and/or PROPOSAL. **Dirigo** will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**Client** shall provide to **Dirigo** all criteria and full information as to **Client's** requirements for the project. This includes all existing plans, reports, surveys, etc. relating to the Project and Project Site. Also, any information or knowledge relating to property lines, easements, utilities, zoning or deed restrictions shall be provided to **Dirigo**. Any information or knowledge relating to agencies having review, funding or regulating interest in the Project or Project Site shall be provided to **Dirigo**.

**Client** shall provide all permission and right-of-way of entry for **Dirigo** to complete the work. This Agreement is to be governed by the law of the State of Maine.

**Drawings and Documents**

All documents including Drawings, Specifications, Correspondence and Reports prepared or furnished by **Dirigo** pursuant to this Agreement are instruments of service in respect of the Project and **Dirigo** shall retain ownership of said documents whether or not the Project is completed. **Client** may make and retain copies for information and reference in connection with the use and occupancy of the Project by **Client** and others; however, such documents are not intended or represented to be suitable for reuse by **Client** or others on extensions of the Project or on any other project. **Client** agrees not to reuse any documents without written verification or adaptation by **Dirigo**. Any reuse without written verification or adaptation by **Dirigo** for the specific purpose intended will be at **Client's** sole risk and without liability or legal exposure to **Dirigo**. The cost of verification or adaptation is not included in this Project's budget but will be set at rates to be agreed upon by **Client** and **Dirigo**.

**Insurance**

**Dirigo** is protected by Workman's Compensation Insurance, Professional Liability Insurance and Commercial General Liability Insurance. Certificates will be provided to **Client** upon request. **Dirigo** will not be responsible for any loss, damage or liability arising from **Client's** negligent acts, errors and omissions and those by **Client's** staff, consultants, contractors and agents or from those of any person for whose conduct **Dirigo** is not legally responsible.

**Opinions (or Estimates) of Cost**

Since **Dirigo** has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor(s)'s methods of determining prices, or over competitive bidding or market conditions, **Dirigo's** opinions of probable Project Costs and Construction Costs are to be made on the basis of **Dirigo's** experience and qualifications and represent **Dirigo's** best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but **Dirigo** cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by **Dirigo**. **Dirigo's** services to modify the Contract Documents to bring the Construction Cost within any limitation established by **Client** will be considered Additional Services (which are not included in the original Scope of Services) and paid for as such by **Client**.

**Project Reviews and Approvals**

When stated in the Scope of Services, **Dirigo** shall submit project documents to the appropriate funding, review and governmental agencies for their review and approval. **Dirigo** makes no guarantee that any approvals or funding will be obtained or that submittals will be reviewed or approved in a timely manner. **Client** shall inform **Dirigo** as to any review and approvals that need to be obtained.



### **Invoices**

Invoices will be submitted monthly. Payment is due upon presentation of invoice and is past thirty (30) days from invoice date. **Client** agrees to pay a finance charge of 1.5 percent per month on past due amounts. For items to be paid on a lump sum basis, the invoice will reflect the percentage of the work completed. For items to be paid on a time charge basis, the invoice will show the charges for the various service and expense classifications for the billing period according to the following Time Charge Schedule:

Principal Engineer	\$165.00/hr	Sr. Engineering Technician	\$80.00/hr
SCADA Technician	\$135.00/hr	Engineering Technician	\$72.50/hr
Geologist	\$135.00/hr	Administrative Assistant	\$60.00/hr
Project Manager	\$125.00/hr	Project Administrator	\$165.00/hr
Sr. Project Engineer	\$125.00/hr	Mileage	Federal Rate
Engineer	\$110.00/hr	Subs, Materials & Expenses	Cost + 10%
Service Technician	\$115.00/hr	Communication Fee	5% of Labor

All time charge projects will be billed for administrative and management services in addition to technical services and related expenses.

### **Limitation of Liability**

For any damage or costs resulting from error, omission, or other professional negligence in the performance of **Dirigo's** services, the liability of **Dirigo** to all claimants will be limited to an aggregate sum not to exceed the total engineering fee. If **Client** prefers not to limit **Dirigo's** professional liability to this sum, **Dirigo** will waive this limitation upon **Client's** written request provided that **Client** agrees to pay for this waiver an additional agreed upon consideration. **Client's** request for this option must be made in writing at the time of acceptance of Proposal. This charge is consideration for the greater risk involved in performing work for which there is no limitation of liability. It should not be construed as a charge for additional professional liability insurance.

**Client** acknowledges that **Dirigo** is a corporation and agrees that any claim made by the **Client** arising out of any act or omission of any officer or employee of **Dirigo** in the execution or performance of this Agreement shall be against **Dirigo** and not against such officer or employee.

### **Hazardous Materials**

It is acknowledged by both parties that **Dirigo's** scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event **Dirigo** or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of **Dirigo's** services, an official representative of **Dirigo** may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until **Client** retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Client** agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless **Dirigo**, its officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all persons, firms, and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the jobsite, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

### **Construction Review**

Construction Review refers to visual observation (by **Dirigo**) of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Construction Review shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make **Dirigo** an insurer of the Contractor's performance; and shall not impose upon **Dirigo** any obligation to see that the work is performed in a safe manner.



During Construction Review, **Dirigo** shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite work for Contractor; shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents; shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

**Client** shall have Contractor submit to **Dirigo** for review shop drawings of all materials to be used for construction. Construction Review and Shop Drawing Review shall be paid for by **Client** on a time charge basis. **Client** shall keep **Dirigo** notified of when construction will start and of the status of the construction phases.

OWNER recognizes that it is neither practical nor customary for **Dirigo** to include all construction details in plans and specifications, creating a need for interpretation in the field by **Dirigo**. **Client** also recognizes that Construction Review permits **Dirigo** to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons, Construction Review is generally considered an essential element of a complete design engineer's service. Accordingly, if **Client** directs **Dirigo** to not provide construction monitoring, **Dirigo** shall not be responsible for the consequences of any of **Dirigo's** acts, errors or omissions, except for those consequences which, it reasonably could be concluded, **Dirigo's** review services would not have prevented or mitigated.

#### **Amendments and Assignments**

This Agreement may only be modified in writing signed by both **Dirigo** and **Client**. The Time Charge Schedule Rates shall be increased by 4% on January 1 of each year and **Client** agrees to pay any reasonable Time Charge increases which are from time-to-time necessary in the operations of **Dirigo**.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, **Dirigo** will be paid for all services rendered to the date of termination and all expenses. Neither **Client** nor **Dirigo** may delegate, assign, sublet or transfer his/its duties or interest in this Agreement without the written consent of the other party. **Dirigo** may retain any necessary subconsultants and this shall not be considered an assignment of this contract. **Dirigo** is not obligated to provide the services outlined in this Agreement or to provide the services at the price stated if this Agreement is not accepted by **Client** within 30 days.

#### **Permits**

It is the responsibility of **Client** to obtain all required permits and to comply with their conditions. When referenced in the Scope of Services, **Dirigo** will assist by preparing permit applications or documents for submission to the various agencies. The scope of required permitting is contingent upon the final design of the project(s) and the review of the agencies. **Client** shall pay all fees associated with permits, including application fees, advertising costs and all subconsultants required to provide data required for permitting. **Dirigo** does not guarantee that permits will be granted, that permits will be granted in a timely manner or that permit conditions will be acceptable to **Client**.

#### **Mediation**

In an effort to resolve any conflicts that arise during or following the completion of the Project, **Client** and **Dirigo** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**Client** and **Dirigo** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise 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.