

## CONTRACT FOR A STATE-FUNDED PROJECT

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Project Location: Bowdoinham  
Project WIN: 28668.00

Contract Maximum Amount: \$60,000  
Contract Effective Date: \_\_\_\_\_  
Contract Expiration Date: 12/28/2024

This Project Contract (**Contract**) is entered into by and between the Town of Bowdoinham, (hereinafter **Municipality**), a municipal corporation with its principal administrative offices located at Town Office and with a mailing address of 13 School Street, Bowdoinham, ME 04008, and Gorrill Palmer (hereinafter **Consultant**), a corporation or other legal entity with its principal place of business located at 300 Southborough Drive, Suite 200, South Portland, Maine 04106.

This Contract contains the following attachments:

- ✓ Appendix A – Equal Employment Opportunity Provisions
- ✓ Appendix B – Detailed Scope of Work
- ✓ Appendix C – Method of Payment and Contract Rates

The Municipality and the Consultant hereby agree as follows:

**A. The Scope of Work.** The Consultant agrees to complete all work as set out in Appendix B to this contract. The Consultant shall furnish all professional services, supervision, labor, equipment, tools, supplies, and permanent and temporary materials required to perform all work pursuant to this contract. The Municipality shall have the right to alter the nature and extent of the work as provided in this Contract.

**B. General Terms and Conditions.** The Consultant agrees to be bound by the terms and requirements of the MaineDOT's Consultant General Conditions, dated **February 2020**, which are hereby incorporated herein by reference, with one exception. The indemnification clause to the Consultant General Conditions shall be modified as follows:

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Municipality and MaineDOT, its officers, directors and employees (collectively, Client) against damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages or liabilities on a comparative fault basis between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client's own negligence or for the negligence of others.

**C. Time.** This Contract shall become effective on the date last signed, which shall constitute the earliest date when work may commence. Work cannot continue after the Expiration Date shown at the top of this Contract without a modification in place to extend the Contract. The Consultant agrees to complete all project deliverables set out in this Contract on or before 12/28/2024.

**D. Team Members.** Please list names of the project manager, designer, other key personnel, and primary sub-consultants you are using for this Contract – as identified in the Consultant's Proposal – who are expected to be involved for the duration of this Contract.

Project Manager: Don Ettinger  
Designer: Travis Landry, Jeff Fitzmaurice, Jacob Curtis  
Other key personnel, with job titles: Randy Dunton  
Sub-consultants: North Star Planning, Aceto Landscape Architects, James Tasse

- E. Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
  2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
  3. The person signing below is legally authorized to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.
  4. Work shall not commence before the Municipality has fully executed this Contract and issued the Consultant a formal Notice to Proceed.
- F. Debarment.** By signing below, the Consultant hereby represents – to the best of the Consultant's knowledge and belief – that the Consultant, its principals and any subconsultants are not debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any federal, state or local governmental agency.
- G. Agreement.** The undersigned – having carefully examined the site of work, scope of work and the Consultant General Conditions, including insurance requirements contained therein – agrees to supply all professional services, supervision, labor, equipment, tools, supplies, and permanent and temporary materials required to perform all work in strict accordance with the terms and conditions of this Contract at the prices agreed to in this Contract.

Consultant also agrees:

- First: That insurance (and a current Certificate of Insurance) as specified in the MaineDOT Consultant General Conditions and/or this Contract will be provided before any work begins under this Contract. If the level of insurance is specified in this Contract, that amount shall supersede the requirements set out in the General Conditions. Consultant shall name the Municipality as an additional insured on the Consultant's general commercial liability policy.
- Second: To begin the work on the date specified in a Notice to Proceed and to complete the work within the time limits herein, in accordance with the terms and conditions of this Contract.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**GORRILL PALMER**

**MUNICIPALITY OF BOWDOINHAM**



By: \_\_\_\_\_  
Don Ettinger, Principal

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
05/12/2024  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

**APPENDIX A:**  
**EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

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By signing this Contract, the Consultant agrees to abide by the following Equal Employment Opportunity requirements during the performance of this Contract:

- A. The Consultant shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Consultant shall take affirmative action to assure that applicants are employed, and employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
- B. The Consultant – in all solicitations or advertising for employees placed by or on behalf of the Consultant relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Consultant shall cause the foregoing provisions to be inserted into any subcontract for work covered by this Contract so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.

## SCOPE OF WORK

**Bowdoinham Planning Study**  
**WIN 28668.00**  
**VPI Study, Bowdoinham, Maine**  
**March 29, 2024, Rev. May 13, 2024**

This revised scope of work will serve as the basis for this Planning Study that will guide the transportation improvements for the village area of Bowdoinham. The study's purpose is to improve safety, access, and mobility in the downtown village area of Bowdoinham for all users. The study area includes key landmarks within walking distance of the village.

This Feasibility Study will identify transportation improvements to improve safety, complement future land use goals and better accommodate access and mobility for all transportation users. The study will not only consider highway safety and mobility but also emphasize improvements for an active transportation system that can complement this village setting.

The study area is defined in the graphic to the right.



### Scope

Below is a summary of the scope tasks that are being proposed by Gorrill Palmer.

#### Project Kick-Off Meeting

The consultant team will meet virtually (*zoom*) with the study team including representatives from the Town of Bowdoinham and MaineDOT under a collaborative planning process as follows:

- Identify and understand local issues.
- Identify and understand relevant state and federal regulatory requirements.
- Identify previous related study efforts and available data.
- Identify traffic data that may need to be collected (*by client team*).
- Identify baseline environmental data that will need to be collected (*by North Star Planning and DOT*).
- Identify existing and future Active Transportation uses and concerns.
- Prepare preliminary study purpose and need.
- Finalize scope of services for subconsultants



In addition to the kickoff meeting, two public meetings, one on-line survey and two study team meetings are planned. The team meetings are assumed to be virtual (*zoom*) and public meetings will be in person.

Deliverables: Meeting agendas, presentation materials for study team and public meetings.

#### Review Available Data

The consultant team will review available information provided by the Town, MaineDOT, and other partners. These will include, but not be limited to, the following:

- Available land use and economic development information that could affect transportation in the study area, provided by the Town (*review by North Star Planning*)
- Available traffic counts (*if needed*)
- Available crash history data and Information
- Available GIS data files
- Available utility and roadway as-built plans
- Other relevant reports, studies, and policies
- Collect additional traffic data as required (*by client team*)

Up to 16 hours are assumed for this task.

Deliverables: None.

#### Assessment of Current Conditions

The consultant team will evaluate the existing conditions in the study area. The assessment will include but not be limited to:

- Site-visit and safety audit of existing conditions. The analysis will include review of crash history, traffic patterns, and observed speeds.
- Identification of bicycle and pedestrian deficiencies in the study area (*based on prior work by James Tasse*).
- Identification of transportation vulnerable users and equity concerns (*by client team*).
- Analysis of existing land-use patterns and potential changes based upon land-use goals and development projections (*by client team and North Star Planning*).
- Review analyses with team members and discuss possible recommendations.
- Desktop screening of environmental and historical conditions (*by North Star Planning with assistance by DOT*) to identify known resources in the study area, such as:
  - Registered historic properties, or eligible properties and historic districts.
  - Public parks and recreation areas
  - Wetlands, endangered species, etc.

Up to 40 hours are assumed for this task.

Deliverables: Summary on existing conditions including the following:

- Identification of concerns and opportunities
- Safety audit summary and results



### Assessment of Future Alternatives

The consultant team will evaluate future alternatives to improve safety. No comprehensive traffic modeling or intersection alternative analysis is anticipated. Future scenarios will include:

- Evaluation of reasonable alternatives to improve accessibility for all transportation modes to include but not limited to:
  - Safety and speed-limit compliance while supporting economic growth.
  - Improved sidewalks
  - Bump outs and curb extensions.
  - Crosswalks with or without warning devices
  - Adjusting lane widths
  - Refuge islands, speed tables, raised crosswalks.
  - Wayfinding, landscaping, decorative lighting (*at a high level only*)

### Deliverables:

- Evaluation matrix depicting and comparing alternatives within an overall concept.
- Work assumes development of two concepts (*with client input*) and one round of revisions based on the public input and feedback. A major redesign of the concepts are assumed not required. Concept designs will be prepared on aerial imagery. Renderings (*up to two graphics*) will be provided before final recommendations (*by Aceto LA*).

Up to 24 hours for future alternatives assessment, 24 hours for one round of revisions to future alternatives, 8 hours for recommendations, and 76 hours for developing concept plans are assumed. Up to 20 hours for development of one cost estimate is assumed.

Placeholder fee amounts for North Star Planning (\$7,500), Aceto Landscape Architects (\$5,000) and James Tasse (\$3,000) are included in this proposal. The precise scope of services for these subconsultants will be determined during the kickoff meeting. North Star Planning will be responsible for the on-line survey.

### Develop Preliminary Recommendations & Public Engagement

Recommendations will be prepared through input and coordination with the client team. This scope assumes two public meetings and one on-line survey. We will create online and printed marketing materials for town staff to use to raise awareness of the project and to promote participation in public meetings. Work assumes information will be provided to the Town and the Town will post it on their website and in public spaces. Recommendations will include planning level cost estimate, potential right of way and environmental impacts. The recommended conceptual design should be presented on plans with aerial imagery supported by renderings.

Work will consist of the following and is not limited to:

- Develop recommendations for all transportation modes based on effectiveness and benefits to mobility, safety, cost, and ability to meet the purpose and need.
- Develop cost estimate for recommendations (including construction and potential right-of-way costs).



- Develop a summary of alternatives considered with recommendations summarized in an evaluation matrix.
- Develop basic conceptual renderings which will include plan and perspective views of recommended alternatives at specific places along the corridor.
- Presentation of preliminary recommendations and alternatives at public meeting(s) for feedback and input prior to developing the Draft Report.

Deliverables: Evaluation matrix, cost estimate, concepts, renderings.

Up to 32 hours for meetings and 6 hours for an evaluation matrix is assumed.

#### Draft Report

The Tasks discussed above will be combined into a draft narrative report documenting the project. At a minimum the report will include an executive summary, narrative of the study process, a description of the various alternatives considered, documentation of the evaluation criteria, and illustrations of conceptual designs (in plan and perspectival view) for the preferred alternative.

Deliverables: Draft Report (in electronic PDF format) with detailed cost estimating and supporting graphics and documents. The report will include renderings. No hard copies of the draft or final reports are assumed to be required.

Up to 20 hours is assumed for this task.

#### Final Report

The consultant will create a final narrative report documenting the project and will include conceptual plans and renderings, and cost estimates. Up to 4 hours is assumed for this task.

An 8-month schedule with a completion date of 12/28/2024 is assumed for this effort. A detailed schedule will be provided at the kickoff meeting.



**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
CONSULTANT'S DETAILED COST PROPOSAL FORM**

**Consultant Name:** Gorriill Palmer  
**WIN No.:** 28668.00  
**Project Title/Location:** Downtown Planning Study, Bowdoinham  
**Location:** Route 24, Bowdoinham  
**Service Area or Phase of Work:** PPI Study, VPI Study

**Orig. Date:** March 29, 2024  
**Revised Date:** May 12, 2024  
**Contact Name:** Don Ettinger  
**Contact e-mail address:** [dettinger@gorriillpalmer.com](mailto:dettinger@gorriillpalmer.com)

<b>Consultant Positions =&gt;</b>		Don Ettinger Project Manager	Travis Landry Transportation Engineer	Jeff Fitzmaurice Project Engineer	Jacob Curtis Design Engineer	Randy Dunton Senior Traffic Engineer	Classification and/or Employee Name	Classification and/or Employee Name	Classification and/or Employee Name	Classification and/or Employee Name	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	Kickoff Mtg (zoom)	6.00									6.00
	Review available data			8.00		8.00					16.00
	Assessment of current conditions	4.00		4.00		8.00					16.00
	ID bicycle and pedestrian deficiencies			2.00		2.00					4.00
	Land use assessment and goals										0.00
	Desktop ENV and historical screening										0.00
	Site visit and safety audit review	6.00				6.00					12.00
	Safety audit summary					8.00					8.00
	Assessment of future alternatives (2)	4.00		20.00							24.00
	Assessment of future alternatives (1 rev)	4.00		10.00		10.00					24.00
	Preliminary recommendations	4.00				4.00					8.00
	Concept plans (2)	8.00		32.00	36.00						76.00
	Cost estimate (1)			10.00	10.00						20.00
	Evaluation matrix	6.00									6.00
	Public mtgs (2) (1 person), team mtgs (2 add'l)	24.00		4.00		4.00					32.00
	Draft report	20.00									20.00
	Final report	4.00									4.00
											0.00
	<b>TOTAL HOURS</b>	<b>90.00</b>	<b>0.00</b>	<b>90.00</b>	<b>46.00</b>	<b>50.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>276.00</b>
	HOURLY RATE	\$82.00	\$60.58	\$38.46	\$32.21	\$72.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>DIRECT LABOR TOTAL</b>	<b>\$7,380.00</b>	<b>\$0.00</b>	<b>\$3,461.40</b>	<b>\$1,481.66</b>	<b>\$3,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,923.06</b>
	<b>DIRECT EXPENSES</b>										
	Subconsultant 1-North Star Planning (est)	\$7,500.00							Overhead %	150.05%	\$23,892.55
	Subconsultant 2-Aceto (graphics) (est)	\$5,000.00							Profit/Fee %	10.00%	\$3,981.56
	Subconsultant 3-James Tasse LLC (bike/peds)(est)	\$3,000.00							<b>Subtotal =</b>		<b>\$43,797.17</b>
	Mileage (currently \$.50 per mile)	\$300.00							<b>Total Direct Expenses =</b>		<b>\$16,202.83</b>
	Lodging and Meals	\$0.00									
	Postage	\$0.00									
	Printing	\$402.83									
	<b>TOTAL DIRECT EXPENSES =</b>	<b>\$16,202.83</b>									

**NOTE: This proposal form must be accompanied by:**

- (a) Description of Services
- (b) Scope of Work
- (c) [DBE form \(click to open\)](#)
- (d) [Appendix A-1 \(click to open\)](#)
- (e) Certified Payroll
- (f) Insurance Certificates
- (g) Subconsultant Proposal

**Total Proposed Cost** **\$60,000.00**

\*Provide a breakdown of direct expenses on a separate sheet.