

Pine Tree Engineering, Inc.

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January 11, 2024

Ms. Nicole Briand, Town Manager (Via Email)
Town of Bowdoinham
13 School Street
Bowdoinham, Maine 04008

Subject: Agreement for Professional Engineering Services #21018
Waterfront Improvements Phase 2 (LWCF #23-00909)
Bowdoinham, Maine

Dear Nicole:

Pine Tree Engineering, Inc. proposes to render Professional Engineering Services in connection with Phase 2 of your Waterfront Improvements project on River Road in Bowdoinham, Maine, hereinafter called the "project". You are expected to furnish us with full information as to your requirements, including any special or extraordinary considerations for the project or special services needed, and also to make available pertinent existing data.

The tasks listed below are the Basic Services:

Task	Description
1	Coordination of Preliminary Design Plans
2	Review Local, State & Federal Permits
3	Preparation of Final Design Plans
4	Preparation of Construction Specifications & Bid Package
5	Bid Package Reviews with Town and Maine DACF
6	Administer Public Bidding
7	Construction Administration
8	Periodic Construction Site Observations
9	Grant/Funding Reporting

This project will be undertaken for a fee not to exceed of **\$50,000** for Basic Services. This fee may be subject to change due to unforeseen circumstances and due to delays in completing the work, outside our control. This fee does not include permit application fees, or advertisement fees.

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The hourly rates, which shall apply to this agreement, and which will be fixed for 12 months from the date of signing, are as follows:

TITLE	HOURLY RATE
President/Project Manager	\$120
Project Manager/Engineer	\$103
Engineering Technician	\$80
Administrative Assistant	\$65
Finance Manager	\$70
Travel - \$0.67/mile Reimbursables - At Cost	

This contract is based on our standard credit terms. Services will be billed monthly, with payment due within thirty (30) days after the date of invoice, with additional charges at the rate of 1-1/2 percent per month applied to the outstanding balance, after thirty (30) days from date of invoice.

We propose to start our services promptly upon receipt of your acceptance of this agreement, and to complete them in a timely fashion.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

The Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions whose existence the Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer's signing any such certification.

It is further agreed that the total amount of all claims the Client may have against the Engineer arising from the performance or non-performance of the services under any theory of law, including but not limited to claims of negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Engineer for their services or \$500,000. No claim shall be brought against Engineer more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer and not against any of the Engineer's employees, officers or directors.

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In an effort to resolve any conflicts that arise during the design and 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 or the project shall be submitted to nonbinding mediation.


If a required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

This letter agreement represents the entire understanding between you and Pine Tree Engineering, Inc., and may only be modified in writing, signed by both parties. If this agreement satisfactorily sets forth your understanding of the arrangement between us, please sign below and return a copy to our office. Receipt of a signed copy of this letter will serve as our authorization to proceed.

Pine Tree Engineering is pleased to be working with you on this project.

Sincerely,

PINE TREE ENGINEERING, INC.



Robert L. Prue, P.E.
President

RLP/tls
Enclosures

Authorized by:

Nicole Briand
Town Manager

Date: _____