

February 26, 2024

Mr. David Bright
Town of Dixmont
758 Western Avenue
PO Box 100
Dixmont, ME 04932

RE: GRAVEL ROADS IMPROVEMENTS PROPOSAL

Dear Mr. Bright:

James W. Sewall Company (Sewall) is pleased to submit this proposal to assist the Town of Dixmont (Town) with its gravel road improvements and to provide engineering services as described below.

PROJECT UNDERSTANDING

The Town of Dixmont has approximately 47 miles of roadway, with ~7 miles maintained by the Maine Department of Transportation (MaineDOT). Of the 40 remaining miles, roughly 20 miles are gravel with the remaining 20 miles surfaced with asphalt pavement. Sewall has evaluated the gravel roadways to assess condition, culvert crossing sizes and locations, structure depth, roadside ditching and known areas of concern. As part of our report of findings, we provided the Town with suggested improvements and their budgetary costs. The Town is now requesting more detailed recommendations for which gravel roads to pave and what specific improvements need to be made prior to paving.

The Town is seeking a government bond of \$5,000,000.00 to complete the potential work. The Town will vote whether to proceed with the project at the March Town meeting. If the residents vote to approve the project, the Town would like to start the updated assessment and design work. The assessment will include test pits and soil samples/analysis to determine the composition of the road base which will influence our recommendations and design for the project. The Town may also want a hydrology study to determine the appropriate sizes for roadway culverts as part of the improvement project.

PROJECT SCOPE

Sewall will provide the Town with recommendations and design plans for the gravel road improvements. Our proposed services for the design of the project are divided into two(2) tasks as described below:

Task 1 - Geotechnical Services

Sewall will work with S.W. Cole to provide the geotechnical services. S.W. Cole will observe about 77 test pits (DigSafe, excavator and operator to be provided by the Town) to document the existing base material quality/thickness, perform 47 gradation tests, and provide an overall report. The test pit and gradation frequency are based on 5 test pits per mile and about 3 gradations per mile. Their report will summarize the findings per roadway, including discussion about quality and thickness of materials, and provide recommendations for proposed pavement, including reconstruction/rehabilitation of the base materials, as needed.

We understand the excavation contractor will contact DigSafe and OKTODIG to clear member and non-member utilities prior to drilling. CLIENT will furnish to S.W. COLE a dimensioned plan identifying the type and location of underground utilities and/or other manmade objects beneath the site. Neither Sewall nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of Sewall prior to commencement of the geotechnical exploration program. It is assumed that the site can be accessed with no clearing or matting requirements. Neither Sewall nor its subcontractors are responsible for repair of disturbed landscaped areas or vegetation. It must be understood that test pit excavations are disruptive to the existing roadway surfaces. S.W. COLE will backfill the test pits level with the adjacent ground with the excavated spoils; however, some future settling at the test pit locations may occur. This scope of work does not include returning to repair test pit backfill.

Task 2 – Recommendations, Design, and Cost Estimate

Sewall will create a base plan using published data (aerial backgrounds, available LiDAR data and resource mapping) and data collected as part of the Gravel Roads Report. Based on the geotechnical findings and the Gravel Roads Report, Sewall will recommend improvements for the Town's gravel roads. The improvements may include road base repair or reconstruction, drainage and grading improvements, and road paving. Sewall will develop a site plan, typical details, and typical sections for the proposed recommendations. Sewall will determine which culverts will need to be replaced and provide recommendations for new culvert crossing locations. In order to be efficient with detailed design services, the sizing calculations, HydroCad modeling and any detailed grading are not included in this scope of work. Rather, Sewall recommends performing these detailed design services (to be performed under separate contract or for additional negotiated fee) for only those roads or roadway segments that the Town decides to actually construct as determined by available budgets and the improvement priority list described below.

A formal topographic survey or ROW mapping is outside the scope of our proposal. It is assumed that culvert replacements will not include the design of a bridge or box culvert structure. Should the Town desire to perform a site survey or ROW survey, Sewall can perform those services for an additional fee.

We have assumed that, because the anticipated work will be performed within the existing roadways, no environmental permits will be required. We have also assumed that MaineDOT or other local permitting will not be necessary. If the Town moves forward with replacing culverts that the State deem as fish passage and permitting is required, Sewall can assist with these services for an additional fee.

Sewall will provide an opinion of probable construction cost for the proposed recommendations along with an improvement priority list. The road priority list will be determined by the condition and level of use of the road, and input from the Town.

SCHEDULE

Sewall will complete the tasks listed above once we receive the notice to proceed. We anticipate Task 1 to be completed within 4 to 6 weeks, weather permitting. We anticipate Task 2 to be completed within 6 to 8 weeks from when we receive the geotechnical data. This schedule assumes that the weather will permit the field work and scheduling the excavator can be done in a timely manner.

FEE

Our fee has been broken down per the following schedule. The lump sum cost of \$65,800 will be invoiced monthly, based on the percentage of work completed.

Fee Schedule	
Task	Fee
Task 1 – Geotechnical Services	\$24,200
Task 2 – Recommendations, Design, and Cost Estimate	\$41,600
Total Fee	\$65,800

Sizing calculations and HydroCad modeling, boundary/topographic/planimetric survey services, and construction plans are not included in this scope of work. If additional services are requested, Sewall can perform engineering, survey and GIS services on a time and materials basis.

Payment is due within 30 days after the date of invoice and balances outstanding beyond these terms will accrue interest at the rate of 1.5% per month (18% per annum), or the legally permitted maximum if that rate is lower.

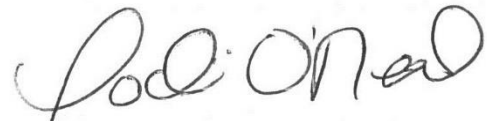
The prices and schedule listed above are valid for 60 days. If the Client decides to proceed with the project after 60 days from the date of this proposal, Sewall reserves the right to review the cost estimate and schedule, and to make changes as needed.

We consider this proposal to be flexible and would be pleased to discuss its elements with you in detail to make certain the proposed services truly address your needs. The services will be provided in accordance with this proposal and the attached Standard Conditions of Agreement, which, in combination with this letter, constitutes our Agreement for Engineering Services.


Please review this proposal; if it is acceptable and accurately reflects your understanding of the project, sign and return one original to us at your earliest convenience.

We look forward to working with you on this project. If you have any questions or concerns, or need any additional information, please do not hesitate to call my direct line at (207) 817-5561 or email me at jodi.oneal@Sewall.com.

Sincerely,
JAMES W. SEWALL COMPANY



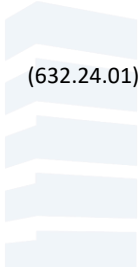
Jodi O'Neal, P.E.
Project Manager



Brett Hart, P.E.
Senior Vice President of Engineering

Enclosure: Standard Conditions of Agreement

Scope of Work Accepted By:



(632.24.01)

Standard Conditions of Agreement

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will obtain and furnish right-of-entry on the land on which Project is to be sited, and on any adjacent land for which limited right-of-entry may be needed such as for reference measurements, drainage analysis or similar valid Project purposes. While Engineer will take all reasonable precautions to minimize damage to any property entered upon in pursuit of Project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Engineer is required to restore the land to its former condition, this will be accomplished, and the cost will be added to Engineer's fee.

STANDARD OF CARE

Services performed by Engineer under this Agreement will be conducted 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.

OWNERSHIP OF DOCUMENTS & EQUIPMENT

All documents, including drawings, estimates, analyses, specifications, reports, field notes, computer hardware, software and other capital items acquired for the project, computer tapes/disks or other media, and data of every kind prepared or developed by the Engineer, are and shall remain the property of Engineer as instruments of service. Copies of such documents as are specifically described in the Agreement Scope will be furnished to Client in the quantities stipulated including, on behalf of Client, furnishing copies thereof to other parties for valid Project purposes. Copies of Project documents not specifically described in the Agreement Scope will be furnished to Client upon request, at cost of reproduction, to the extent such documents are necessary for valid Project-related purposes.

Client agrees that all documents furnished hereunder are solely for use in this Project and are not intended for use in other work of similar nature or for extensions of this Project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent consultants and subcontractors, and Client shall indemnify and hold harmless Engineer and his associates from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

Client further agrees that all plans, specifications, reports and other instruments of service furnished to Client, or his agents, for which payment to Engineer is not made will be returned upon demand and will not be used by Client for any purpose whatsoever.

All original data, plans and documents furnished by Client to Engineer shall be returned to Client when so requested. In this event, Engineer shall be permitted to make copies of such documents as may be necessary for Project record purposes.

INSURANCE

Engineer is protected against most risks of liability exposure by Workmen's Compensation and General Liability Insurance in amounts Engineer deems to be adequate. Certificates of all such insurance will be furnished to Client upon written request. Within the limits and conditions of such insurance, Engineer agrees

to indemnify and save Client harmless from and against loss, damage or liability arising from any negligent acts by Engineer, its agents and employees, and Engineer agrees to require similar insurance coverage by any independent consultants or subcontractors engaged by Engineer. Engineer shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. Engineer shall not be responsible for any loss, damage, or liability arising from negligent acts by Client, its staff, agents, and other consultants engaged by it.

PROFESSIONAL LIABILITY

Engineer's liability for damages due to professional negligent acts, errors or omissions shall be limited to \$50,000 or Engineer's fee, whichever is greater, in the aggregate to Client, Owner, and all construction contractors and subcontractors on the Project.

CLAIMS AGAINST ENGINEER

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission by any officer or employee of Engineer shall be made against Engineer and not against such officer or employee.

PAYMENTS TO ENGINEER

Engineer will submit invoices for progress payments at monthly or such other intervals as may be stipulated in the Agreement. Invoices will be sent by e-mail unless otherwise requested. Payment via ACH or wire transfer is preferred. A late payment fee of 1 1/2% per month will be assessed on unpaid invoices beginning 30 days after invoice date. In event any such invoice remains unpaid after 30 days from invoice date, Engineer will further be entitled to suspend work until payment is received and such suspension shall not be deemed to constitute abrogation of the Agreement or grounds for claims of loss, damage or other liability due to delay.

In the event payments are not received within 120 days after invoice date, Engineer shall be entitled to take any reasonable action or actions, including bringing suit to enforce payment, and shall additionally be entitled to recover all reasonable costs, including attorney's fees, incurred thereby.

ARBITRATION

With the exception of actions to recover payment as described in the preceding section, any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which is not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the rules of the American Arbitration Association applicable to the Construction Industry in effect at the time of the execution of this Agreement. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Should a Demand for Arbitration be submitted by any party to this Agreement, all parties shall have full right of discovery of books, documents, or other tangible things to the extent permitted by the Maine Rules of Civil Procedures.

ASSIGNS

Neither Client nor Engineer may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination is effected by Client, an equitable adjustment in the price provided for in this Agreement shall be made, which shall include a reasonable profit for services or other work performed. The equitable adjustment of any termination shall provide for payment to Engineer for services rendered and expenses incurred prior to termination, in addition to termination settlement costs reasonably incurred by Engineer relating to commitments which had become firm prior to the termination.

Upon termination Client may take over the work and prosecute same to completion by agreement with another party or otherwise. Any work taken over by Client for completion will be completed at Client's risk, and Client will hold harmless Engineer from all claims and damages arising out of improper use of Engineer's work.