



Consulting  
Engineers  
and Scientists

www.ransomenv.com

**PROFESSIONAL SERVICES AGREEMENT**

12 Kent Way  
Suite 100  
Byfield, MA 01922  
Tel: 978-465-1822  
Fax: 978-465-2988

60 Valley Street  
Building F, Suite 106  
Providence, RI 02909  
Tel: 401-433-2160  
Fax: 401-433-2176

Pease International Tradeport  
112 Corporate Drive  
Portsmouth, NH 03801  
Tel: 603-436-1490  
Fax: 603-436-6037

400 Commercial Street  
Suite 404  
Portland, ME 04101  
Tel: 207-772-2891  
Fax: 207-772-3248

2127 Hamilton Avenue  
Hamilton, NJ 08619  
Tel: 609-584-0090  
Fax: 609-584-1190

This agreement is to confirm that consulting/engineering peer review services are to be performed by Ransom Consulting, Inc. with the assistance of Southern Maine Regional Planning Commission (SMRPC), hereinafter referred to as Ransom, as requested by:

Contact Name: Christine Grimando

Address: 186 York Street

Title: Town Planner

City, State, Zip: York, ME 03909

Client/Company: Town of York, Maine  
(Hereinafter referred to as Client)

Telephone: 207-363-1007

Email: cgrimando@yorkmaine.org

Owner of Land and Location: The Town of York and 1051 US Route 1 to Ridge Street

**SCOPE OF SERVICES:**

The brief scope of services synopsis involves the planning and engineering review of submissions for the York Police Station, connector road and adjacent previously approved site development that is impacted by the Police Station project. The application review is in accordance with the Town's Site Plan and Subdivision Ordinances, Comprehensive Plan, Floodplain Management ordinance, Shoreland Ordinance and Wetlands ordinance. The review and applicant coordination will involve a minimum of 11 meetings with the applicant, planning board, town departments and outside review agencies. All documentation of applications, correspondence and meeting minutes will be placed on the Town's website. Once the project is approved a pre-construction meeting will be arranged and facilitated. Refer to the attached Addendum for a more detailed scope of services.

**FEE:** The fee for the above-described services will be one or more of the following:

TOTAL lump sum fee of \_\_\_\_\_

**HOURLY** basis, plus expenses, for a NOT-to-Exceed fee of \$31,690. See attached fee schedule

**OTHER**

**RETAINER** in the amount of \$ \_\_\_\_\_ will be required prior to the initiation of the above-described services.

This amount will be credited to the client in the final billing for the aforementioned services. The fee will be in accordance with the current company fee schedule. A copy of this document will be furnished by Ransom upon the client's request.

**AMENDMENT OF AGREEMENT:** This Agreement may be amended only in writing signed by the Client and Ransom.

**SPECIAL INSTRUCTIONS and/or PROVISIONS:**

This Agreement is null and void unless executed by the Client and returned to Ransom within thirty (30) days. August 1, 2013  
Date of Agreement

Date: 8/15/2013  
Client: \_\_\_\_\_  
By: [Signature]  
Authorized Signature  
Print Name: Todd Frederick, Planning Board Chairman

**RANSOM CONSULTING, INC.**  
Date: 8/19/13  
By: [Signature]  
Authorized Signature  
Print Name: Stephen J. Bradstreet

Ransom (the "Company") shall perform the services described above on behalf of the Client under the conditions and circumstances set forth below:

- 1. Billings/Payment:** Invoices for the Company's services shall be submitted, at the Company's option, either upon completion of such services or at the end of each calendar month. All such invoices shall be payable within thirty (30) days. The Client shall pay any service, sales or similar tax imposed upon the Company's services. It is further understood and agreed that if the Client fails to pay any invoice due to the Company within thirty (30) days after the date thereof, then the Company, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, may terminate its performance hereunder. In the event of such termination, the Client agrees to promptly pay the Company for all services rendered through the date of termination. Such payment shall include: (a) full payment of all outstanding invoices, plus (b) full payment of a final invoice for all work performed from the date of the last invoice outstanding through the date of termination. All amounts shall be paid in full, within ten (10) days after receipt by the Client of the final invoice.
- 2. Limitations:** The Client recognizes that the Company's services are solely for the benefit of the Client and these services will include judgments based upon limited data rather than upon scientific fact. The Client understands that the Company may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that the Company may rely on such information in performing services under this Agreement. The Client understands and agrees that the services rendered by the Company shall be advisory only, and that the Client retains all decision-making responsibility with respect to all projects in which the Company participates. The Company shall perform its services in accordance with generally accepted practices and the Company shall be responsible solely for its own negligence. Any delayed use of the results of the Company's services will require updates. **THE SERVICES OF THE**

COMPANY SHALL BE RENDERED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF SERVICES PERFORMED HEREUNDER BY THE COMPANY, ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE COMPANY TO THE CLIENT OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT ARISING OUT OF ANY SERVICES PROVIDED BY THE COMPANY HEREUNDER SHALL NOT EXCEED THE AGGREGATE SUM OF COMPANY INVOICES SUBMITTED TO THE CLIENT FOR SERVICES PERFORMED HEREUNDER.

In the event that the Client makes a claim against the Company, at law or otherwise, for any alleged error, omission or act arising out of the performance of the Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Company in defending itself against such claim, including, without limitation, attorney's fees and costs and fees and expenses of experts. In no event may the Client bring any claim, action or proceeding arising out of the services provided by the Company hereunder more than two (2) years after the date such services were provided.

3. **Changes in Work Scope:** If any conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Scope of Services, the Company will notify the Client as soon as practicable. In such event, the Client and the Company agree to pursue one of the following: (1) if practicable, in the judgment of the Company, complete the original Scope of Services; (2) modify the Scope of Services and budget estimate to include study of the previously unforeseen conditions, with this Agreement being amended accordingly and in writing; or (3) terminate the work. In the event of termination, the Client agrees to pay the Company in full for all work completed and fees due until written termination notice has been received by the Company and to pay all costs incurred by the Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to the Client of findings to date of termination and all costs associated with subcontract termination.
4. **Confidentiality:** The Company will not disclose information about its services, its reports or information which the Client has provided to the Company and designated as confidential, without the Client's prior consent, except to the extent necessary (a) for the Company to perform its services, (b) to comply with professional standards to protect public health, safety and the environment or (c) to comply with court orders, laws, governmental regulations and other legal requirements. Information generally available to the public, technical information the Company may have developed independently and information the Company acquires from third parties without any breach of duty will not be considered confidential. If by order of court, statute or regulation ("orders"), the Company is required to disclose information in its possession, it shall give the Client prompt notice of such facts. Thereafter, the Company may, without liability to the Client or others, comply with such orders. If any claims are asserted against the Company because of its compliance, the Client will hold the Company harmless from such claims and any reasonable expenses incurred, provided that the Company's disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by such orders.
5. **Documents:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company shall become the property of the Client. The Client agrees that all reports and other work furnished to the Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by the Company which are not paid for by the Client, shall be returned upon demand and shall not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report or any other period mandated by law, during which period the records will be made available to the Client at the Company's Office at all reasonable times. Copies will be prepared by the Company for the Client for reasonable cost of reproduction.
6. **Public Liability:** Company represents and warrants that its staff are protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.
7. **Reliance:** The Client recognizes that the services and the contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of the Client and its heirs, successors and permitted assigns whose reliance thereon is not independent of Client's. The contents of any project reports and associated documents, including but not limited to any opinions and recommendations embodied therein, are not to be quoted or otherwise referenced to nor furnished to any other person, and no other person shall be entitled to rely thereon, without the Company's prior written consent. The Company and the Client agree that such consent will be given by the Company only upon its receipt of (i) additional consideration in an amount sufficient in its sole discretion to compensate the Company for its additional exposure, and (ii) the written agreement of the third party seeking to rely upon the contents of any project reports and associated documents accepting the entire contents of this Agreement, including the specified Work Scope, the Terms and Conditions, and any additional limitations included within the body of the applicable reports and/or documents upon which reliance is sought. Notwithstanding the foregoing, the Company may withhold its consent for any reason or no reason in its sole discretion.
8. **General:**

In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and the Company agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. This Professional Services Agreement and these Terms and Conditions constitute the entire agreement of the parties and there is no other agreement relating to the services to be rendered by the Company that is not expressed herein. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The State of Maine without regard to its principles of conflicts of laws.

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents (including without limitation, any subcontractors) and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform these conditions and to replace any such invalid or unenforceable provision with a valid and enforceable provision as close in meaning as possible to the intention of the stricken provision.

Ransom Consulting, Inc. is an Equal Opportunity Employer.

**Project and Scope of Work**

The Ransom Team, consisting of Stephen J. Bradstreet of Ransom Consulting, Inc., Lee Jay Feldman of Southern Maine Regional Planning Commission, and Titcomb Associates and T. Y. Lin International on an as-needed basis, proposes the following scope of services for the York Police Station and connector road peer review. The application will be reviewed for completeness and compliance with the Preliminary and Final Site Plan Review Standards contained within the Site Plan and Subdivision Regulations. The development will also be reviewed for compliance with the Comprehensive Plan, Floodplain Management Ordinance, Shoreland Overlay District Regulations, Wetland Protection Overlay District and Zoning Ordinance as applicable. Review services shall be coordinated with outside review agencies (MEDEP, MDOT, MHPC, IF&W, Sewer and Water Districts, etc.).

<b>Scope of Services</b>
1. Meet with Town of York Planning Board to define review parameters, three phase review schedule, and Town and designer/applicant contacts.
2. Obtain submission package and arrange a "Kick-Off" meeting with the applicant and their design team to review the package and the design review ordinances and regulations.
3. Schedule a Sketch Review per Site Plan and Subdivision Regulation procedures, with applicant and Planning Board.
4. Conduct a site walk with Ransom Team, Planning Board, and applicant to review site plans in the field and their impact to the adjacent, previously approved, site development. Site walk is to consider traffic, buffers, environmental and other impacts imposed by the site plan and subdivision ordinances.
5. Review the application and all supporting documents for completeness. Contact applicant or applicant's representative regarding incomplete items. Advise the Planning Board on the completeness of the application. Once application submission is complete post the application on the Town's website for this project.
6. Schedule meetings with the applicant and applicant's representative to review progress and to address questions, comments and concerns from the Planning Board, Ransom Team and from Town departments (ie fire, police, rescue, sewer, water, code, etc).
7. Prepare and issue Preliminary Site Plan written and electronic reviews of all submission materials for compliance with Site Plan and Subdivision Regulations §6.3 and all other

*Edited Scope of Services for review by Planning Board on August 8*

applicable regulations, and store the reviews on the Town's project website.
8. Provide weekly progress reports to the planning board regarding the activity relating to the review of the application. Develop a set outline of items to be reported on regularly.
9. Attend planning board meetings as requested to present Preliminary Site Plan review status and to address comments from the planning board and/or public.
10. Coordinate with outside agencies (MEDEP, MDOT, MHPC, IF&W, Sewer and Water Districts, etc.) as necessary to assure that agencies comments and reviews are complete and incorporated into the design.
11. Prepare and issue a Final Site Plan written and electronic reviews of all submission material for compliance with Site Plan and Subdivision Regulations §6.4 and all other applicable regulations, and store the reviews on the Town's project website.
12. Prepare Findings of Fact and Conditions of Approval for consideration of the Planning Board.
13. Attend Planning Board meetings as requested to present Final Site Plan review status and to address comments from the planning board and/or public.
14. Arrange and facilitate a preconstruction meeting between Town staff, applicant, applicant's representatives, contractor, external review agencies, and affected utilities. Prepare agenda and meeting meetings to be post on Town's website.
15. Provide a monthly report on consulting charges to date, broken down by consultant and their hourly rates.

**Fee Schedule**

**Ransom Consulting, Inc.**

**Stephen J. Bradstreet, P.E.      \$125/hour**

**SMRPC**

**Lee Jay Feldman      \$70/hour**

**Titcomb Associates**

**David E. Titcomb, PLS      \$85/hour**

**T. Y. Lin International**

**Thomas A. Errico, P.E.      \$130/hour**