



# WOODARD & CURRAN TERMS & CONDITIONS

WORK ORDER NUMBER 1

Issued Pursuant to the Engineering Services Agreement – Work Order Basis Between Woodard & Curran, Inc. and Town of Chebeague Island, dated as of May 15, 2020.

This Work Order is issued pursuant to, and in accordance with the Agreement, the terms and conditions of which are incorporated herein by this reference. Unless otherwise specified, all capitalized terms used in this Work Order shall have the same meaning as used in the Agreement. This Work Order will not be deemed valid and binding upon the Parties until both Engineer and Client have both signed below.

**Project:** Repairs to “The Hook” portion of Indian Point Road.

**Scope of Services:** Field Investigation, Analysis, Design, and Funding Support to repair the eroded roadway leading up to Indian point.

**Background:** The Town is responsible for maintaining a 25 foot wide ROW of an unpaved road (gravel section cannot be any wider than 18 feet) with ditches on either side. The Town is also responsible for building 5 public parking spaces at the end of the public easement. Currently, the section of road under evaluation is a section that has suffered severe impacts from storm and tidal events, including significant erosion that may eventually lead to failure of the road. To prevent further erosion, solutions considered would need to be done within the 25 foot ROW. Solutions may include raising the road 2-3 feet, relocating the road, and/or replacing the failing bulkhead.

**Engineer agrees to provide the following Services to Client:**

**Task 1a** - Evaluate the potential to raise and relocate the roadway to a less vulnerable position.

**Task 1b** - Field Investigations that includes topographic survey, geotechnical investigation, and site visits.

**Task 2a** - Alternatives Assessment to determine the most efficient and cost effective way to protect the vulnerable section of roadway from future sea level rise and severe storm and tidal events. The assessment will consist of evaluating several potential improvements for the long-term protection of the roadway, which may consist of :

1. Raising the elevation of the roadway;
2. Relocating the alignment of the roadway within the ROW;
3. Repairing the failing bulkhead or reinforcing with rock anchoring;
4. Replacing the failing bulkhead with a new sea wall constructed of wooden timbers, precast concrete segmented block, cast-in-place concrete, or steel sheet piles; or
5. Some combination of the above.



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Deliverables: A report will be presented to the Town detailing feasibility, cost, regulatory impacts/hurdles, and conceptual designs of different alternatives assessed for this project. The report will also include recommended solution.

Task 2b - Meetings with stakeholders and regulatory agency contacts to discuss the alternatives.

Task 2c - Funding Support.

Schedule: Task 1 is estimated to be completed within 60 days. Alternatives Assessment and Report are expected to be completed within 120 days after approval by the Town.

Start date: July 13, 2020
Completion date: November 10, 2020

Compensation:

For all Services duly rendered hereunder, Client will pay Engineer as described herein.

X Lump Sum Fixed Fee Basis: The services to be provided pursuant to this Work Order shall be provided on a lump sum basis, billed monthly in a total amount of: \$ 34,500.

Table with 2 columns: Task description and Amount. Rows include Task 1a (\$2,500), Task 1b (\$16,000), Task 2a (\$11,500), Task 2b (\$2,500), and Task 2c (\$2,000).

Not to Exceed Basis: The total compensation to be provided pursuant to this Work Order shall not exceed \$, without written authorization, inclusive of the following:

Reimbursable Expenses shall not exceed \$
Fees and Expenses for Subconsultants shall not exceed \$

Time and Materials Basis: The services to be provided pursuant to this Work Order are not sufficiently defined at the date of this Work Order and shall be completed on a Time and Materials basis for services rendered, with the following amount only to serve as an estimate of compensation: \$.



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Designated Project Representative

**Client:** \_\_\_\_\_ Marjorie Stratton, Town Manager \_\_\_\_\_

**Engineer:** \_\_\_\_\_ Brent M. Bridges \_\_\_\_\_

**Effective date:** As of \_\_\_\_\_ June 22, 2020 \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed by their authorized representatives set forth below.

**Town of Chebeague**

By \_\_\_\_\_

Its \_\_\_\_\_ Town Manager \_\_\_\_\_

**Woodard & Curran, Inc.**

By \_\_\_\_\_

Its \_\_\_\_\_ Senior Principal \_\_\_\_\_

**From:** Brent Bridges <bbridges@woodardcurran.com>  
**Sent:** Tuesday, June 16, 2020 8:26 AM  
**To:** townadmin@townofchebeagueisland.org  
**Subject:** 2020 NEP CWG Request for Proposals: Now available!

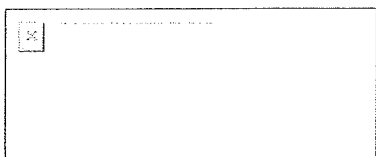
Marjorie

This is one source of funding we are looking into. This just opened up May 6. I am working up a plan of attack.

One of my co workers went to the webinar.

Thank you.

Brent



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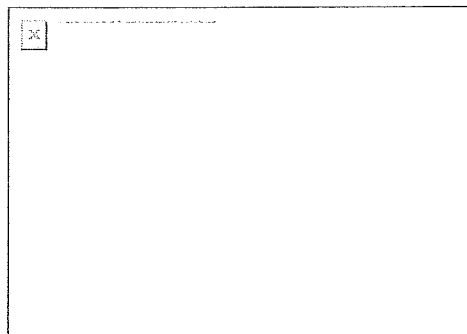
## NEP Coastal Watersheds Grant Program 2020 Request for Proposals

Dear Elizabeth,

The National Estuary Program (NEP) Coastal Watersheds Grant (CWG) Program is a newly created, nationally competitive grants program designed to support projects that address urgent and challenging issues threatening the well-being of coastal and estuarine areas within determined estuaries of national significance. Restore America's Estuaries will be administering the NEP CWG Program in cooperation with the U.S. Environmental Protection Agency. We are pleased to announce the availability of the first Request for Proposals.

Download the Request for Proposals [here](#) »

Grant amounts will range from \$75,000 to \$250,000. Non-federal matching funds are required - details are in the Request for Proposals. All projects must occur in their entirety within the geographic areas shown on the map, which may also be accessed interactively [here](#).



**From:** Mark Dyer <markdyer@chebeague.net>  
**Sent:** Tuesday, June 30, 2020 11:32 AM  
**To:** townadmin@chebeague.net  
**Cc:** 'deputyclerk@townofchebeagueisland.org'; herb@chebeague.net; David Hill; jaycorson@live.com; PublicServantOne@gmail.com; 'Town Garage'; bo.chebeague@outlook.com  
**Subject:** FW: New Cross Culvert

Hi Marjorie and Chris,

Here is an email from Greg Melkonian confirming he has been informed of, and has no objection to the proposed new culvert under South road to the SW side of secret road.

Could you please include this email for Wed night for road work discussion?

Thx,  
Mark

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**From:** Gregory J. Melkonian [mailto:gjmelkonian17@gmail.com]  
**Sent:** Tuesday, June 30, 2020 9:24 AM  
**To:** Mark Dyer  
**Cc:** JENNIFER MELKONIAN  
**Subject:** New Cross Culvert

Dear Mark,

This email is to confirm our conversation a few weeks ago regarding the new cross culvert under South Road to the southwest side of Secret Road. You thoroughly discussed this situation with me, explained the details and reason for the cross culvert.

As a result of our conversation I have no objection to the Town proceeding with the installation of the cross culvert this year.

Sincerely,  
Greg and Jennifer Melkonian

Gregory J. Melkonian DVM, MD  
Assistant Professor of Orthopaedic Surgery Emeritus  
Boston Children's Hospital  
Harvard Medical School



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**From:** Mark Dyer <markdyer@chebeague.net>  
**Sent:** Tuesday, June 30, 2020 11:58 AM  
**To:** townadmin@chebeague.net  
**Cc:** 'deputyclerk@townofchebeagueisland.org'; herb@chebeague.net; David Hill; jaycorson@live.com; PublicServantOne@gmail.com; 'Town Garage'; bo.chebeague@outlook.com  
**Subject:** Cold Mix Paving Project

Hi Marjorie and All,  
Here is a status report of our Cold Mix overlay road paving plan,

Today I talked with Jerry Douglass of Allstates Paving.  
He is working on a revised contract for our consideration, but he will not have it to us until late next week.  
What Herb and I have asked him to cost out is ,

Firehouse Road, ( Already on our list to re-surface),  
North Road ( Schoolhouse Road to Cottage Road),  
Cottage Road ( North Road to as far as possible heading towards South Road)

We have asked Jerry to try and stay close to our original contract amount, ( \$283, 000.00 approx).

There are 3 culverts in the North road/ Cottage road sections that are in need of replacement , and these should be done asap to allow time for settling before any pavement is applied.  
The remaining culverts are mostly on South Road, and these should probably be replaced before October 15<sup>th</sup> of this year, as this would allow us to plan for a big chip-sealing project next late June or so without any hold ups.

Jerry said for this year's cold mix paving project, he would like to have a goal of the last part of August to accomplish it.

So, we should have a revised contract soon for us all to consider.

Let me or Herb know of any questions anyone may have,  
Marjorie could you please ask Chris to also include this email for tomorrow night's discussion about road work?  
Thank you,

Mark



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