

CLIENT AUTHORIZATION

New Contract

Project No.: _____

Amendment No.:

Date: September 8, 2022

Project Name: Sidewalk and Curb Ramp Inventory & Assessment, Cohasset, MA

Client:	Town of Cohasset Brian Joyce. PE Director of Public Works 41 Highland Avenue Cohasset, MA 02025	Fee Proposal	
		Task 1	\$ 20,000.00
		Task 2	\$ 8,500.00
		Estimated Expenses	<u>Included</u>
		TOTAL	\$ 28,500.00

Requested by: Client

Lump Sum

Time & Expenses

Cost + Fixed Fee

Other

Estimated Date of Completion: 8 weeks from signed authorization

Scope of Services:

The Town of Cohasset (Client) through the Department of Public Works (DPW) has retained TEC, Inc. (TEC) to provide engineering services for the inventory and assessment of various Town owned sidewalks and curb ramps. Services to be performed are as outlined in the tasks below:

Task 1 – Inventory and Assessment

TEC will perform an on-the-ground inventory and assessment of pedestrian infrastructure to include all sidewalk and curb ramps adjacent to various municipally owned roadways. The roadway segments (approximately 13 miles) that will be included within this scope of work were identified by TEC as candidates for "Minor" and "Major" pavement rehabilitation. See attached list of roadway segments from the Town's Pavement Management Report prepared by TEC, dated July 15, 2022. The inventory will focus on condition assessment and identification of barriers to accessibility within these roadway segments to assist DPW with planning future sidewalk projects with pavement rehabilitation projects. The following services will be provided:

- Sidewalk & Curb Ramp Database: Create an Excel database to inventory sidewalk and curb ramp information that is collected in the tasks below.
- Sidewalks: This task assumes there are approximately 7 miles of sidewalks adjacent to approximately 13 miles of the Town accepted roadway segments.
 - Perform a windshield survey to confirm sidewalk locations, material (asphalt or concrete), and condition rating (1 to 5). Record information into an Xcel database.
 - Perform an on the ground survey to identify physical barriers that obstruct accessibility such as above ground features limiting horizontal clearance to less than 36" (trees, hydrants, utility poles, mailboxes, etc.) or excessive cross slopes such as driveways. Record location, photo and information with an ArcGIS based tablet.
- Curb ramps: – This task assumes there are approximately 30 curb ramps adjacent to the Town accepted roadway segments.
 - Perform an on the ground survey to locate existing curb ramps at intersecting streets and mid-block crossings. Conduct an assessment for consistency with current ADA compliance (minimum

- dimensions, maximum cross slope, maximum running slope, clear width, level landing, presence of detectable warning panel, etc.) Record location, photo and information with an ArcGIS based tablet.
- Perform on the ground survey to locate missing curb ramps, where access to sidewalks from street level crossings is not provided. Record location and photo with an ArcGIS based tablet

Task 2 – Reporting

TEC will compile all information from Task 1 into a report to include the following tasks:

- Executive Summary: Summarize the purpose, methodology and findings of the inventory and assessment of sidewalks and curb ramps.
- Recommendations: Provide general recommendations highlighting areas of high priority to include improvements to:
 - Sidewalk connectivity based on poor condition or missing links
 - Pedestrian accessibility based on existing barriers identified
- Opinion of Cost: Prepare a preliminary cost estimate for curb ramps and up to five (5) sidewalk improvement projects.
- Sidewalk & Curb Ramp Database: Finalize the database to be included in the final report
- Mapping: Prepare a map of the roadway segments (13 miles) depicting the location of town owned sidewalks, sidewalk barriers, curb ramps and missing curb ramp barriers. Create a coding system to link the barriers and curb ramps to the database.

Deliverable: Final report with database and map

Additional services not listed above may be performed at the request of the Client and will be considered an amendment to this agreement.

Services will begin upon signed authorization of this agreement. TEC will invoice the Client monthly on a percent complete basis for the services performed. This proposal is valid for a period of 45 days.


Project Manager: Lori Aho

Please execute this Client Authorization for TEC, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to TEC.

- Subject to attached terms & conditions
- Subject to terms & conditions in our original agreement

TEC, Inc. Authorization

Client Authorization *(Please sign original & return)*

By 

By

Title: Principal / Dir. of Business Development

Title

Date: September 8, 2022

Date

TEC, Inc.
TERMS AND CONDITIONS OF AGREEMENT
(Numbers 1 thru 25)

The engagement of TEC, Inc. (TEC) by the Client is under the following terms and conditions. These terms and conditions are integral to the collective Agreement between Client and TEC.

1. The fee estimate for the proposed Scope of Services is valid for 45 days from the date of Proposal.
2. Payment to TEC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules in the Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
5. Should it become necessary to utilize legal or other resources to collect any monies rightfully due for services rendered under this Agreement, TEC shall be entitled to full reimbursement of all such costs.
6. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to TEC within 30 days of the date of invoice, TEC may, without waiving any other claim or right against Client, suspend services under this Agreement until TEC has received all amounts due TEC and its Consultants and Subcontractors.

If TEC is performing services for the Client under multiple projects, invoice payments must be kept current on all projects. Client acknowledges TEC's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services TEC shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days, TEC shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

7. TEC agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Excess Umbrella Coverage for Personal Injury, Bodily Injury, and Property Damage with a limit of \$1,000,000 per claim and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
 - Bodily Injury \$500,000 each person, \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse TEC for such additional expense.

8. The Client and TEC shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
 9. TEC shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of TEC.
 10. TEC shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Client under this Agreement.
 11. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless TEC, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
 12. TEC's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that TEC's services require decisions which are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of TEC.
 13. In the performance or furnishing of professional services hereunder, TEC, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").
- Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. TEC shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.
14. TEC shall not be required to sign any documents, no matter by whom requested, that would result in TEC's having to certify, guaranty or warrant the existence of conditions that TEC cannot ascertain. Any certification provided by TEC shall be provided based on TEC's knowledge, information and belief subject to the preceding sentence, and shall be given in TEC's professional opinion consistent with the Standard of Care. TEC shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

TEC, Inc. Terms and Conditions of Agreement (Continued)

15. Client hereby agrees that to the fullest extent permitted by law, TEC's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to TEC's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the lesser of \$50,000 (fifty thousand dollars) or contract value.

16. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by TEC pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by TEC for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to TEC; and the Client, shall release, indemnify and hold harmless TEC from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TEC to additional compensation at rates to be agreed upon by TEC and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Electronic Documents are provided to Client for informational purposes only and not as record documents.

17. To the extent permitted by law, TEC retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized TEC representative. Subject to Term No. 16 above, TEC licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.

18. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

19. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or TEC, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption.

20. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and TEC.

21. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or TEC. TEC's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against TEC because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any TEC employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by TEC hereunder, the Client shall only seek recourse against TEC and waives any right to pursue a claim against TEC's individual directors, officers or employees.

22. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

23. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(The following terms are applicable for Project sites located in Massachusetts)

24. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which TEC has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, TEC shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to DEP.

25. Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold TEC and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

Cohasset, MA
Town Wide Pavement Inspection and Planning
Roadway Sorted - Minor Rehabilitation

Road Number	Street	Functional Class	From	To	Length (Feet)	Width (Feet)	Area (Square Yards)	P.C.I. (1 to 10)	Maintenance / Rehabilitation	Estimated Cost
4	Rustic Drive	Local	Linden Drive	Cul-De-Sac	1135	26	3279	6.5	Minor Rehabilitation	\$131,160
5	Linden Circle	Local	Linden Drive	Cul-De-Sac	302	20	671	5.5	Minor Rehabilitation	\$26,840
6	Linden Drive	Local	Jerusalem Road	Dead-End	3940	28	12258	6.0	Minor Rehabilitation	\$490,320
7	Old Coach Road	Local	Forest Street	Cul-De-Sac	1306	24	3483	6.5	Minor Rehabilitation	\$139,320
9	James Lane	Local	Cushing Road	Dead-End	322	16	572	5.0	Minor Rehabilitation	\$22,880
17	Norfolk Road	Local	Cushing Road	Bancroft Road	1155	26	3337	6.5	Minor Rehabilitation	\$133,480
18	Bancroft Road	Local	Norfolk Road	Pond Street	1404	26	4056	6.5	Minor Rehabilitation	\$162,240
19	Oak Street	Local	Cushing Road	Hill Street	1128	24	3008	6.0	Minor Rehabilitation	\$120,320
21	Ash Street	Local	Cushing Road	Hill Street	1024	22	2503	6.0	Minor Rehabilitation	\$100,120
24	Tupelo Road	Local	Clay Spring Road	Bayberry Road	696	22	1701	5.0	Minor Rehabilitation	\$68,040
25	Arrowood Street	Local	Tupelo Road	Clay Spring Road	997	22	2437	5.0	Minor Rehabilitation	\$97,480
30	Forest Avenue	Urban Minor Arterial	House #237	Jerusalem Road	2658	24	7088	6.5	Minor Rehabilitation	\$283,520
37	Jerusalem Road	Urban Minor Arterial	Atlantic Avenue	House #249	1408	24	3755	6.5	Minor Rehabilitation	\$150,200
46	Atlantic Avenue	Urban Collector	House #399	House #215	3594	25	9983	5.0	Minor Rehabilitation	\$399,320
47	Atlantic Avenue	Urban Collector	House #215	Bridge	400	24	1067	6.0	Minor Rehabilitation	\$42,680
63	North Main Street	Urban Minor Arterial	Town Line	House #520	1007	34	3804	6.5	Minor Rehabilitation	\$152,160
72	Green Street	Local	North Main Street	Sohier Street	323	14	502	6.5	Minor Rehabilitation	\$20,080
76	Sohier Street	Urban Minor Arterial	House #121	Fairoaks Lane	2416	24	6443	6.0	Minor Rehabilitation	\$257,720
77	Sohier Street	Urban Minor Arterial	Fairoaks Lane	Route 3A	1310	24	3493	6.0	Minor Rehabilitation	\$139,720
83	Pond Street	Urban Collector	Route 3A	King Street	1164	28	3621	5.0	Minor Rehabilitation	\$144,840
85	Hugh Strain Road	Local	Pond Street	Cul-De-Sac	348	24	928	5.0	Minor Rehabilitation	\$37,120
86	Bottonwood Lane	Local	Pond Street	Dead-End	498	20	1107	5.0	Minor Rehabilitation	\$44,280
87	Woodland Drive	Local	Pond Street	Cul-De-Sac	791	24	2109	5.5	Minor Rehabilitation	\$84,360
88	Holly Lane	Local	Pond Street	Dead-End	897	22	2193	6.0	Minor Rehabilitation	\$87,720
101	Hammond Avenue	Local	Beechwood Street	Cul-De-Sac	675	24	1800	6.5	Minor Rehabilitation	\$72,000
102	Mill Lane	Local	Beechwood Street	Dead-End	1028	23	2627	6.0	Minor Rehabilitation	\$105,080
103	Doane street	Local	Beechwood Street	Dead-End	2205	20	4900	5.5	Minor Rehabilitation	\$196,000
104	Doane street	Local	Beechwood Street	Church street	849	22	2075	5.0	Minor Rehabilitation	\$83,000
108	King Street	Urban Minor Arterial	Route 3A	Pond Street	2842	22	6947	6.5	Minor Rehabilitation	\$277,880
113	South Main Street	Urban Minor Arterial	Beechwood Street	Summer Street	2723	34	10287	5.5	Minor Rehabilitation	\$411,480
114	South Main Street	Urban Minor Arterial	Summer Street	Brook Street	1547	24	4125	6.0	Minor Rehabilitation	\$165,000
119	Highland Avenue Extension	Local	Robert E. Jason Road	Dead-End	297	37	1221	6.5	Minor Rehabilitation	\$48,840
124	Parker Avenue	Local	Border street	Dead-End	840	18	1680	5.5	Minor Rehabilitation	\$67,200
126	Ripley Road Extension	Local	North Main street	Dead-End	652	10	724	5.0	Minor Rehabilitation	\$28,960
	Total				43,881		119,784			\$4,791,360

Cohasset, MA

Town Wide Pavement Inspection and Planning

Roadway Sorted - Major Rehabilitation

Road Number	Street	Functional Class	From	To	Length (Feet)	Width (Feet)	Area (Square Yards)	P.C.I. (1 to 10)	Maintenance / Rehabilitation	Estimated Cost
2	Old Pasture Road	Local	Reservoir Road	Evergreen Lane	1552	26	4484	4.0	Major Rehabilitation	\$448,400
3	Evergreen Lane	Local	Reservoir Road	Dead-End	856	26	2473	4.0	Major Rehabilitation	\$247,300
10	James Lane	Local	Cushing Road	House #9	535	22	1308	3.0	Major Rehabilitation	\$130,800
12	Smith Place	Local	Entire Length	Entire Length	1017	22	2486	3.0	Major Rehabilitation	\$248,600
13	Cushing Road	Local	Smith Place	Pleasant Street	361	18	722	3.0	Major Rehabilitation	\$72,200
22	Short Street	Local	Norfolk Road	Ash Street	607	24	1619	3.5	Major Rehabilitation	\$161,900
26	Bayberry Lane	Local	Tupelo Road	Clay Spring Road	787	22	1924	4.0	Major Rehabilitation	\$192,400
45	Atlantic Avenue	Urban Collector	House #426	House #399	621	20	1380	4.0	Major Rehabilitation	\$138,000
49	Atlantic Avenue	Urban Collector	House #31	Howard Gleasin Road	782	26	2259	4.0	Major Rehabilitation	\$225,900
51	Margin Street	Urban Collector	Atlantic Avenue	Elm Street	1406	24	3749	4.0	Major Rehabilitation	\$374,900
52	Elm Street	Urban Collector	Margin Street	House #23	1343	40	5969	4.0	Major Rehabilitation	\$596,900
58	Black Horse Lane	Local	Summer Street	Dead-End	690	16	1227	4.0	Major Rehabilitation	\$122,700
80	Spring Street	Local	Cushing Road	Dead-End	200	22	489	4.5	Major Rehabilitation	\$48,900
84	Pond Street Extension	Urban Collector	King Street	Dead-End	420	24	1120	4.0	Major Rehabilitation	\$112,000
89	Beechwood Street	Urban Collector	Aaron River Reservoir	Doane Street	827	26	2389	4.0	Major Rehabilitation	\$238,900
93	Beechwood Street	Urban Collector	King Street	Route 3A	1080	38	4560	4.5	Major Rehabilitation	\$456,000
96	Beechwood Street	Urban Collector	House #110	Norman Tood Road	910	24	2427	2.0	Major Rehabilitation	\$242,700
97	Beechwood Street	Urban Collector	Norman Tood Road	Rail Road Tracks	357	26	1031	3.0	Major Rehabilitation	\$103,100
98	Beechwood Street	Urban Collector	Rail Road Tracks	South Main street	768	28	2389	3.0	Major Rehabilitation	\$238,900
105	Church Street	Local	Beechwood Street	Town Line	1470	22	3593	4.0	Major Rehabilitation	\$359,300
111	South Main Street	Urban Minor Arterial	Town Line	River Road	1798	24	4795	3.0	Major Rehabilitation	\$479,500
112	South Main Street	Urban Minor Arterial	River Road	Beechwood Street	983	25	2731	3.5	Major Rehabilitation	\$273,100
118	Spring Street	Local	South Main Street	Dead-End	559	24	1491	3.0	Major Rehabilitation	\$149,100
122	Stockbridge Street	Local	Margin Street	Margin Street	1194	14	1857	4.8	Major Rehabilitation	\$185,700
123	Howard Gleason Road	Local	Margin Street	Dead-End	672	22	1643	4.5	Major Rehabilitation	\$164,300
127	Crocker Lane	Local	Route 3A	Dead-End	1753	24	4675	2.5	Major Rehabilitation	\$467,500
	Total				23,548		64,790			\$6,479,000