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1.800.583.8411

SOUTH CAROLINA OFFICES
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Rock Hill: 410.446.3992

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July 28, 2022

Cliff Graviet
Town Manager
Town of Bethany Beach
214 Garfield Parkway
P.O. Box 109
Bethany Beach, DE 19930

RE: Town of Bethany Beach
PEDESTRIAN AND BICYCLE SAFETY STUDY
Town of Bethany Beach, Delaware
Our Agreement No.: 2022-0725
Bill Group No.: 001

Dear Mr. Graviet:

Based on conversations with you, we are pleased to provide the following agreement (this "Agreement") to conduct a pedestrian and bicycle safety study for the Town of Bethany Beach, Delaware (the "Project").

The Town of Bethany Beach is bisected by Delaware State Route (SR) 1, which runs in a north-south direction. This roadway carries nearly 30,000 vehicles per day, which escalates during the peak summer months. Delaware SR 26, Garfield Parkway, which runs in an east-west direction, carries nearly 13, 000 vehicles per year, which also escalates during the peak summer months.

As a resort community, residents and visitors prefer to travel within the town on foot or bicycle. Given the presence of two primary state routes through the town, pedestrian and bicycle safety is of utmost concern. The primary purpose of our study will be to develop strategies to implement "complete streets" concepts and "safe streets for all" strategies along both state-maintained roadways as well as town-maintained roadways. The "complete streets" concepts and "safe streets for all" strategies are grounded on the primary principal that roadways should be designed to accommodate movements of people via all modes of transportation in a safe manner using the safe systems approach.

The initial steps of our study will be to collect vehicular, pedestrian, and bicycle volumes at select locations throughout the town. This data will be collected on SR 26, west of SR 1, under a separate agreement for the SR 1/SR 26 speed study. Under this agreement, data will be collected with the Town on the east side of SR 1.

Using this data, we will build a traffic model so that we can simulate various alternatives in traffic flow. We will develop various concepts for modifying the design of state and town-maintained roadways to implement the complete streets concepts. Alternative recommendations for your review and comment will be provided.

Please note that should the study evolve into the development of an Action Plan for the purpose of applying for a SS4A Implementation Grant, we will provide a separate agreement to formalize the Action Plan in the appropriate format.

DESCRIPTION OF WORK (HEREINAFTER, THE "SERVICES"):

1. Conduct a field visit to collect information on roadway geometry and traffic control and to observe pedestrian and bicycle traffic throughout the Town.
2. Conduct vehicular turning movement counts along with pedestrian and bicycle counts at the following intersections from 9 AM to 9 PM on two summer Saturdays at the following locations:
 - a. Pennsylvania Avenue and Third Street
 - b. Pennsylvania Avenue and Second Street
 - c. Pennsylvania Avenue and Central Avenue
 - d. Pennsylvania Avenue and Garfield Parkway
 - e. Pennsylvania Avenue and Wellington Parkway
 - f. Pennsylvania Avenue and Ashwood Street
 - g. Atlantic Avenue and Third Street
 - h. Atlantic Avenue and Second Street
 - i. Atlantic Avenue and Central Avenue
 - j. Atlantic Avenue and Garfield Parkway
 - k. Atlantic Avenue and Wellington Parkway
 - l. Atlantic Avenue and Ashwood Street
3. Conduct 10-day directional and classification machine counts encompassing two summer Saturdays at the following locations:
 - a. Pennsylvania Avenue between Ashwood Street and Oakwood Street
 - b. Pennsylvania Avenue between Wellington Parkway and Garfield Parkway
 - c. Pennsylvania Avenue between Garfield Parkway and Central Avenue
 - d. Pennsylvania Avenue between Central Avenue and Ocean View Parkway
 - e. Atlantic Avenue between Ashwood Street and Oakwood Street
 - f. Atlantic Avenue between Wellington Parkway and Garfield Parkway
 - g. Atlantic Avenue between Garfield Parkway and Central Avenue
 - h. Atlantic Avenue between Central Avenue and Ocean View Parkway
 - i. Garfield Parkway/Rt 26 east of SR 1
4. Provide summaries of the counts for your review and comment.
5. Build a model of the study area, including SR 26, using SimTraffic.
6. Provide level of service analysis for the study intersections.
7. Obtain and analysis crash data in the study area.

8. Develop alternative roadway improvements to enhance pedestrian and bicycle safety while maintain vehicular traffic flow.
9. Evaluate the alternative roadway improvements using Sim Traffic.
10. Provide alternate recommendations for your review and comment.
11. Develop conceptual plans for the preferred recommended improvements.
12. Develop cost estimates for the preferred recommend improvements.

NOTE: If additional services are requested by you we will provide an additional cost agreement or conduct the work on an hourly basis with your authorization. Presentations to public meetings will be invoiced on a time and materials basis.

ESTIMATED TIME OF COMPLETION:

Tasks 1–10: 4–6 months
Tasks 11 and 12: As needed

FEE:

Tasks 1–4 Lump Sum = \$44,000
Tasks 5–10 Lump Sum = \$48,000
For Tasks 11 and 12, please budget \$75,000 to cover the cost of these services.

Meetings and hearings are not included.

Travel time, meetings, and hearings will be billed on an hourly basis. Our hourly rates are available upon request.

This Agreement, the obligations of the parties hereto, and the Services provided by The Traffic Group, Inc. shall be governed by the Standard Terms & Conditions attached hereto as Exhibit A, which are expressly incorporated herein in their entirety and made a part of this Agreement.

While The Traffic Group, Inc. will not discuss details of the work it is performing on behalf of the Client, the firm is permitted to promote the fact that it has been retained by the Client through posts on its website or in social media, or through news releases or other promotional vehicles.

If the terms and conditions of this Agreement are acceptable to you, please countersign below, return this copy to me, and keep a copy for your files. Each executed counterpart of this Agreement will be deemed to be an original copy of this Agreement and all counterparts together will be deemed to constitute one and the same agreement. Faxed or other electronically delivered signatures may be used in lieu of original signatures and shall constitute effective execution and delivery of this Agreement.

We look forward to working with you on this Project.

Sincerely,

A handwritten signature in cursive script that reads "Betty H. Tustin".

Betty H. Tustin, P.E., PTOE
Senior Project Manager

BHT:amr

(M:\Proposals\2022\2022-0725_Town of Bethany BeachP\DOCS\PROPOSALS\B6001_Proposal_Ped and Bicycle Safety Study_Gravlet.docx)

This Agreement (including the Standard Terms & Conditions attached hereto as Exhibit A, which are expressly acknowledged as being received) as stated herein is hereby accepted by the undersigned. The undersigned is an authorized officer or representative of the Client and possesses the power and authority to execute this Agreement on behalf of the Client. The undersigned hereby agrees to unconditionally and irrevocably guarantee full payment and performance of the obligations of Client set forth herein. The undersigned hereby executes this Agreement, under seal, as of the date first set forth above, and upon such execution, authorization to proceed is hereby granted.

Company Name/Responsible Party:

Town of Bethany Beach

By:  (SEAL)

Printed Name: Clifford Gravier

Title: Town Manager

Company Address: P.O. Box 109

Bethany Beach, DE 19930

Phone No.: 302-537-3771

Email: admin@townofbethanybeach.com

Date: August 2, 2022

Special Billing Instructions: _____

EXHIBIT A

STANDARD TERMS & CONDITIONS

Capitalized terms used herein shall have the means set forth in the agreement between The Traffic Group, Inc. and the Client.

PAYMENT FOR SERVICES:

Invoices for Service may be issued semi-monthly or as otherwise appropriate for the level of work activity as determined by The Traffic Group, Inc. Payment is due thirty (30) days from date of invoice. Any late payment shall constitute a breach of and default under the Agreement and shall be subject to a late charge at a rate equal to one and one-half (1½%) per month multiplied by the amount which is in arrears. If collection efforts (whether by referral to an attorney or collection agency, by judicial proceeding or otherwise) are commenced to recover amounts due under the Agreement, Client shall pay The Traffic Group, Inc. all of The Traffic Group, Inc.'s reasonable costs and expenses associated with the enforcement, including without limitation, attorney's fees and expenses. The Traffic Group, Inc.'s remedies under the Agreement are cumulative and in addition to, and not in lieu of, any other remedies allowed by law or equity except where specifically stated otherwise herein.

Should invoices remain outstanding for a period in excess of thirty (30) days from the date of the invoice, it may be necessary to discontinue the Services associated with the Project and to readjust schedules accordingly. No work product, deliverable or other materials will be released or provided to the Client until delinquent accounts have been satisfied in full.

In the event Client breaches or is in default with respect to the Agreement, either by failing to render payment in accordance with the terms of any of its agreements with The Traffic Group, Inc. or through its failure to honor any other obligations recited herein, all monies which are or which shall become due The Traffic Group, Inc. in the future arising out of any contracts, agreements, or letters of understanding existing between The Traffic Group, Inc. and Client shall be deemed to be immediately due and owing irrespective of the payment terms recited in individual contracts, agreements, or transactions.

To the extent that Client's Project constitutes or involves the improvement of property, Client acknowledges that The Traffic Group, Inc.'s Services constitute work for or about the improvement and, as such, constitutes an integral part of said construction or development as set forth in the Maryland Mechanics Lien Law.

Client shall indemnify and hold The Traffic Group, Inc. harmless against any claim, demand, suit, action, loss or damage resulting or arising from injury to or death of any employee or agent of The Traffic Group, Inc. (including consultants, subcontractors, or associates retained by The Traffic Group, Inc. for the purpose of fulfilling the terms of the Agreement) while on Client's property or arising out of any act or omission of the Client, its employees or agents.

SPECIAL AND EXTRA SERVICE

The Traffic Group, Inc. will provide certain services in addition to those listed in the Agreement when such services are requested and authorized by the Client and agreed to by The Traffic Group, Inc. Such services may include special requests, other than those required by the Agreement; additional meetings requested beyond those identified in the Agreement; changes due to causes beyond the control of The Traffic Group, Inc.; changes due to modifications in the Land Use Plan submitted to The Traffic Group, Inc.; special additional services which may be required if the work is suspended, abandoned, or extended; or any other special engineering services not included above which may be requested. Payment to The Traffic Group, Inc. when authorized, as compensation for these services, shall be in accordance with our hourly rates set forth in the Agreement.

FILES AND DRAWINGS

All data, files and original drawings generated in the performance of the Services will remain in possession of The Traffic Group, Inc. for a maximum of five (5) years after being generated.

Liability for Accuracy of Data Provided to The Traffic Group, Inc.

No liability is assumed by The Traffic Group, Inc. for the accuracy or completeness of the data provided by the Client or of data obtained or available from public or governmental records or sources in the public domain. Client shall obtain from the owner thereof any and all consents required to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and Client indemnifies and holds The Traffic Group, Inc. harmless from any claims, demands, suits, actions, losses or damages against The Traffic Group, Inc. resulting or arising from the reproduction, use or distribution of such materials.

CONFESSION OF JUDGMENT

Upon a breach of or default in the fulfillment of any of the Client's obligations hereunder, the Client authorizes any attorney admitted to practice before any court of record in the United States to appear on behalf of the Client in any court in one or more proceedings, or before any clerk thereof or other court official, and to confess judgment against the Client, without prior notice or opportunity of the Client for prior hearing, in favor of The Traffic Group, Inc. in the full amount due under the Agreement (including principal, accrued interest and any and all penalties, fees and costs) plus attorneys' fees equal to fifteen percent (15%) of the amount outstanding under the Agreement and court costs. The Client agrees and consents that venue and jurisdiction shall be proper in the Court of any county of the State of Maryland. The Client waives notice, demand, presentment, and the benefit of any and every statute, ordinance, or rule of court which may be lawfully waived conferring upon the Client any right or privilege of exemption, homestead rights, stay of execution, or supplementary proceedings or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. The authority and power to appear for and enter judgment against the Client shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions from time to time, in the same or different jurisdictions, as often as The Traffic Group, Inc. shall deem necessary or advisable.

CONSENT TO JURISDICTION AND FORUM SELECTION

The parties hereto agree that all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the Courts of the State of Maryland. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of the Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the Courts of the State of Maryland shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Agreement. The Client agrees to venue in the District or Circuit Court of Maryland for Baltimore County. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

REPRESENTATIONS AND WARRANTIES

The Traffic Group, Inc. makes no representations, warranties, or guarantees, expressed or implied, with respect to the Services. The Client agrees that any liability of The Traffic Group, Inc., its officers, employers or agents to the Client for any injury of damage resulting from any action or omission in connection with the Agreement shall be limited to the refund of the amount paid by the Client for the Services provided. The Client further agrees that The Traffic Group, Inc. shall not be liable for any special, incidental, indirect, punitive, or consequential damages.

No part of the Agreement or any other understanding or agreement between The Traffic Group, Inc. and Client may be assigned by Client without The Traffic Group, Inc.'s express written approval, executed by an authorized officer of The Traffic Group, Inc.

In the event Client is a corporation, partnership, limited liability company or any other legal entity, the individual whose signature appears on the Agreement, whether executing the Agreement on behalf of Client or otherwise, hereby agrees to be bound by the terms and conditions set forth in this Agreement and does hereby personally guarantee, jointly and severally with Client, payment for any and all Services, costs, fees, charges, and expenses arising out of or due in connection with the Agreement or The Traffic Group, Inc.'s work for Client.

The Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective personal representatives, heirs, successors, and assigns. The Agreement shall be governed by the laws of the State of Maryland without regard to any conflicts of laws rules. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement constitutes the entire and integrated agreement and understanding between the parties with respect to the subject matter hereof and may only be modified by an agreement signed by all of the parties hereto. A waiver of any term herein or the acquiescence by The Traffic Group, Inc. to insist upon strict compliance with any term or condition recited herein shall not constitute a waiver or any subsequent default or failure, whether similar or dissimilar.