

HANCOCK ASSOCIATES

Surveyors | Engineers | Scientists

#26639A

November 16, 2022

Town of Franklin Zoning Board of Appeals
Bruce Hunchard, Chair
355 East Central Street
Franklin, MA 02038

TOWN OF FRANKLIN
TOWN CLERK

2022 NOV 17 A 10: 28

RECEIVED

**RE: Technical Proposal for Civil Engineering Services
237 Pleasant Street, Franklin, MA**

Dear Bruce:

This letter serves as a Proposal for services to be provided by Hancock Survey Associates, Inc., (hereinafter "Hancock") to Town of Franklin Zoning Board of Appeals (hereinafter, "Client"), in connection with 237 Pleasant Street, Franklin, MA (Tax Map 267, Lot 9). Client endorsement of this Proposal will constitute acceptance of this Proposal, which once accepted, will become the Contract between the parties.

OBJECTIVE

Provide Civil Engineering Peer Review services for a proposed Chapter 40B 64-unit residential housing project.

SCOPE OF SERVICES

Phase A-01: Civil Engineering Peer Review

1. Review all engineering documents prepared for the Development based upon the following criteria:
 - a. Soundness of methodology and calculations, conformity to standard engineering practice.
 - b. Conformity to or deviation from by-laws, regulations and ordinances as they apply to issues of on-site engineering including grading, stormwater management, sewage and site traffic circulation.
 - c. Off-site impacts including drainage impacts during storm events up to the 100-year storm event.
2. Analyze and report on the conformity of the Development to the town of Franklin rules and regulations.
3. Compile and report initial comments regarding the above issues.
4. Review revised engineering documents prepared by the Developer submitted pursuant to prior comments made.
5. Prepare Final Report containing a summary of comments on civil engineering aspects of the Development Plans and the Developer's response, final determination of soundness of methodology and calculations, and a narrative table considering the conformity of the Development Plans to standard engineering practices, state requirements and local bylaws, regulations and ordinances as they apply to the Development.
6. Final Report to bear the seal and signature of a Professional Engineer who is actively registered in Massachusetts.
7. Attend one work session to review technical findings with the Board.
8. Attend up to three (3) Zoning Board meetings to discuss findings. (Note: Six (6) hours have been allocated to this item).
9. Be available to confer by telephone or in person with town/city officials and agents on matters within the Scope of Services set forth herein.
10. Assist the Board in writing conditions for formal decision.

#26639A

Town of Franklin Zoning Board of Appeals

PAGE 2 of 4

November 16, 2022

Note: Peer review traffic and transportation related issues will be performed in a general manner. If a comprehensive review performed by a Professional Transportation Operations Engineer (PTOE), this proposal will require modification.

ESTIMATE \$9,500.00

COST

The cost estimate and the standard FEE SCHEDULE, as set forth on the attachments, shall remain effective for one hundred eighty (180) calendar days following the date of this Proposal. Subsequently, services will be billed per the FEE SCHEDULE effective at the time services are rendered.

PAYMENT

Hancock will not require an initial payment. Please forward proof of a Chapter 53G fund being established with the town by the Applicant.

ADDITIONAL ASSISTANCE

Aside from the project SCOPE OF SERVICES, Hancock is capable of providing additional technical services such as, but not necessarily limited to:

- Traffic review
 - Approval process services such as attending meetings with municipal boards or concerned parties
- These efforts are not included within the SCOPE OF SERVICES and would be billed separately as set forth above, under COST.

SCHEDULING

Hancock is presently in a position to begin work on this project immediately upon our receipt of the executed contract and the initial payment set forth under PAYMENT.

We estimate completion of Phase A-01 within two (2) to three (3) weeks of receipt of the executed contract and notice to proceed to complete the initial review. Schedule is weather dependent and may be subject to delay due to winter conditions such as heavy snow fall or ice.

PROJECT ADMINISTRATION

Hancock requests that Client or a specific individual designated by Client be the Principal Contact on this project. Hancock will report to the Principal Contact, and to the extent necessary, provide copies of correspondence and seek direction.

Within Hancock, I will serve as the Project Manager, and will be the primary contact person for day-to-day activities on the project.

ACCEPTANCE

If this Proposal meets with your approval, please sign and date where provided below, retain a copy for your records and **return the entire signed/executed original to me**. Also, please identify the Principal Contact, (with telephone number) with whom we should communicate.

Finally, please review your files for any subsurface utility/facility information you may have and forward them to us. We would be glad to make copies in-house as needed.

This Proposal may be withdrawn by Hancock, if not accepted, as set forth above, within thirty (30) calendar days of the date hereon.

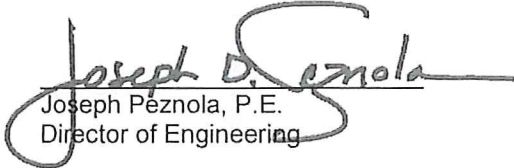
#26639A

Town of Franklin Zoning Board of Appeals
PAGE 3 of 4

Thank you for your consideration of our proposal. We look forward to working with you on this project.

Respectfully submitted,

HANCOCK SURVEY ASSOCIATES, INC.


Joseph Peznola, P.E.
Director of Engineering

JP/jc

Town of Franklin Zoning Board of Appeals
PAGE 4 of 4
November 16, 2022

#26639A


Zoning Board of Appeals, Chairman

Proposal & Attachments Accepted:

(Authorized Endorser for Town of Franklin) (Title)

Printed Name: Bruce J Hunchard

Date: 11/16/2022

Phone No: (508) 989-8009

Fax No: _____

Email Address: bruce.hunchard@verizon.net

Working Contact: Casey Thayer

Phone No: (508) 520-4926

Fax No: (508) 520-4906

Email Address: cthayer@franklinma.gov

BILLING INFORMATION:

☐ Check this box if Billing information is same as above.

Billing Contact: Casey Thayer Zoning Board of Appeals

Billing Address (if different than above): 355 East Central Street

Franklin, Ma 02038

Billing Phone No: (508) 520-4926

Billing Fax No: (508) 520-4906

Billing Email Address: cthayer@franklinma.gov

**Invoices will be emailed unless another arrangement has been made.*

☐ Check this box for alternate invoice options. Outline invoice preference/instructions: _____

Attachments: Fee Schedule
Terms and Conditions

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FEE SCHEDULE

<u>Professional Services</u>	<u>Hourly Rate</u>
Principal	\$ 210.00
Director of Engineering	190.00
Engineering Manager	155.00 - 180.00
Senior Project Manager	130.00 - 190.00
Project Manager	135.00 - 155.00
Project Manager - Wetland Scientist	105.00 - 140.00
Project Engineer / Project Surveyor / Project Wetland Scientist	95.00 - 130.00
Staff Engineer / Staff Surveyor / Staff Wetland Scientist	70.00 - 100.00
Registered Landscape Architect (R.L.A.)	150.00
Survey Crew (two-person)	145.00 - 220.00
Survey Crew (three-person)	215.00 - 285.00
Chief of Party	85.00 - 110.00
Instrument Operator	60.00 - 90.00
G.P.S. / Robotic Survey Instrument	40.00
D.E.P. - Soil Evaluator	110.00 - 180.00
<u>Additional Professional Services</u>	<u>Hourly Rate</u>
Pre-Trial/Expert Witness/Testimony	\$ 300.00
Administrative Support	50.00
Researcher	75.00
Archivist	50.00 - 60.00
Archive Retrieval Fee	125.00

Fees for professional services (including travel time, safety training, etc.) are based on hourly rates with time kept to the nearest tenth hour. The hourly rates indicated represent a range for the category. Overtime is charged at 1.33 times the appropriate hourly rate.

Hancock reserves the right to determine the personnel and equipment (robotic, GPS, etc.) combination per crew.

All Staff and Project Surveyors and Engineers and all Field Personnel and the work conducted are supervised by duly licensed Professional Engineers (PE) and Professional Land Surveyors (PLS).

<u>Reimbursable Expenses</u>	<u>Color</u>	<u>B/W</u>	<u>Unit Price</u>
Photocopies	\$1.10 - 1.50	0.15 - 1.50	per page
Prints (Paper) 18 x 24	15.00	3.00	per print
Prints (Paper) 24 x 36	30.00	6.00	per print
Prints (Paper) 30 x 42	45.00	9.00	per print

Prints (Mylar) 18 x 24		\$ 5.00	per sheet
Prints (Mylar) 24 x 36		9.00	per sheet
Prints (Mylar) 30 x 42		13.00	per sheet
Iron Rods		6.00	per rod
Bounds (Granite)		75.00	per bound
Bounds (Concrete)		55.00	per bound
Stakes (Hubs)		2.00	per stake
Stakes (3' grades)		1.75	per stake
Stakes (5' grades)		3.00	per stake
Thumb Drive or Flash Drive		7.50	per drive
Mileage		0.65	per mile
eRecording		cost plus 15%	

Reimbursable expenses do not include the labor required to install, produce, etc. Research expenses, reprographics, subcontracting, specialized training, tolls/parking, safety equipment, filing fees, job specific supplies (targets, pin flags, spikes/whiskers, etc.), postage and courier services are charged at cost plus 15% percent. **July 8, 2022**

185 Centre Street | Danvers, MA 01923 | V: 978-777-3050 | F: 978-774-7816 | HancockAssociates.com

Boston, Brockton, Chelmsford, Danvers, Marlborough, Newburyport, Palmer and Princeton, MA | Concord, NH

TERMS AND CONDITIONS

1. Fees. Fees for professional services cover only those labor items expressly included in the Scope of Services. Fees do not include such items as application filing and regulatory review fees, materials reimbursement, excavating equipment rental, or, where applicable, services beyond hours allotted in the Scope of Services. Such items would be invoiced in accordance with the attached FEE SCHEDULE.

2. Inclement Weather. Where field work such as land surveying or soil testing is required, every reasonable effort will be made to avoid delays due to inclement weather conditions. However, HANCOCK will not be responsible for protracted services and/or down time on site due to inclement weather. Such services/down time will be charged to CLIENT at our standard rates.

3. Additional Services. Professional and/or subcontracted services not expressly included in the Scope of Services are not covered by this Agreement and are not included in the Fee. An estimate of fees for additional professional and/or subcontracted services will be furnished to CLIENT upon request.

4. Invoices. Accounts are customarily invoiced on a monthly basis. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one percent (1%) per month on past due amounts assessed at the beginning of each month. HANCOCK may, after written notice to CLIENT, suspend or terminate services, or withhold work products should CLIENT not pay the amount invoiced within forty-five (45) days of the date of the invoice. In the event legal services are employed by HANCOCK to collect past due amounts, any related costs or expenses, including reasonable attorney's fees, shall be paid by CLIENT.

5. Ownership of Documents. All plans, specifications, notes, sketches, tracings, calculations, surveys, reports, and other documents, whether on paper, plastic, magnetic (digital) or other media, are instruments of professional service. HANCOCK shall retain ownership of, and all common law, statutory, and other reserved rights (including copyright) in, such plans and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, shall be at CLIENT'S sole risk. CLIENT shall indemnify HANCOCK and its employees against any claim or liability arising out of any such modification or use.

6. Standard of Care. HANCOCK shall perform its work in a manner consistent with the presently prevailing standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions within this geographic vicinity. No warrantee, representation or guarantee, express or implied, is made or intended by this Agreement.

7. Risk Allocation / Limitation of Liability. CLIENT understands and agrees that HANCOCK'S liability for negligence (professional or otherwise), errors or omissions of any kind or nature arising out of or relating to any services rendered under this Agreement, shall be specifically limited to and shall not exceed the amount of HANCOCK'S fees under this Agreement. This limitation shall apply to all services rendered on this project, whether rendered under this Agreement, addenda thereto, or subsequent agreements.

8. Right of Entry. CLIENT will provide right of entry onto property or properties involved in the project for HANCOCK staff, subcontractors and all necessary equipment in order to complete the work.

9. Real Property and Utilities. During prosecution of the work, HANCOCK shall take all reasonable precautions to avoid damage to real property and surface/subsurface utilities/structures/systems, and to avoid inconveniencing users of the property. Where excavation is necessary, HANCOCK will backfill and rough grade, however, HANCOCK shall not be responsible for repairing or replacing any surface/subsurface utilities/structures/systems, trees, shrubs, plants or sod. It is understood by CLIENT that, in the normal course of work, some damage and/or inconvenience may occur. CLIENT agrees to indemnify HANCOCK and its employees against any such damage or inconvenience that may occur.

10. Information Furnished By CLIENT. CLIENT agrees to disclose to HANCOCK project / site information relating to issues such as, but not necessarily limited to, buried waste, hazardous conditions, real property occupation, or unrecorded easements / property agreements. HANCOCK shall have the right to rely on the accuracy of such information furnished by CLIENT. CLIENT agrees to indemnify HANCOCK and its employees against all claims or liability arising as a result of inaccurate information furnished to HANCOCK by CLIENT.

11. Oil and Hazardous Materials. Services provided by HANCOCK will not include any testing for oil or hazardous materials on the site of the work, nor any evaluation of site under Massachusetts General Laws, c. 21E. HANCOCK will be under no obligation to test for, evaluate, analyze, or disclose the presence on the site of oil or hazardous materials.

12. Applicable Law. This Agreement shall be subject to and interpreted and construed according to the laws of the Commonwealth of Massachusetts. The Commonwealth of Massachusetts shall be the sole jurisdiction for any and all legal actions.

13. Assignment Neither CLIENT nor HANCOCK shall assign its interest in this Agreement without the written consent of the other.

14. Termination. In the event that any progress payments then due and payable are not paid in accordance to the terms of this agreement, HANCOCK may stop all work until payment of the amount due has been received. Additionally, in the event of non-payment of any amount due and payable, HANCOCK reserves the right and may, after written notice to client, terminate its' service under this Agreement. In the event that HANCOCK so elects to terminate, HANCOCK shall retain sole and exclusive title and possession of work provided hereunder, including but not limited to; all engineering work, all reports, all sketches, all plans, all surveys, all notes, all documents submitted to any governmental agency. In the event that HANCOCK exercises its right to terminate its services under this clause for non-payment, said termination shall not be deemed to constitute a breach of contract by HANCOCK.

15. Severability. In the event that any term, condition, or other provision of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain in place, valid and binding on the parties.

16. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.