

Mr. Michael Maglio, PE
Acting Director
Franklin Department of Public Works
257 Fisher Street
Franklin, MA 02038

Subject:
Agreement for Engineering Peer Review
and Sewer Capacity Assessment for
Proposed Development at 121 Grove Street

Arcadis U.S., Inc.
500 Edgewater Drive
Suite 511
Wakefield
Massachusetts 01880
Tel 781 224 4488
www.arcadis.com

Mr. Maglio:

Arcadis is pleased to submit the attached Agreement to assist the Town of Franklin with the peer review and evaluation of the sanitary sewer system for the proposed development at 121 Grove Street. The proposed Agreement is a Contract between Arcadis and RJ O'Connell and Associates, Inc., as authorized representative for the developer.

Our evaluation and recommendations will pertain to the development's on-site gravity sewer system, the projected additional flows to be generated by the development, and the impacts to the Town's receiving collection system and Grove Street Pump Station #1.

The proposed sewer system is shown on the conceptual design plans titled, "Grove Street Residences, Franklin, MA", prepared by RJ O'Connell and Associates, Inc., dated October 30, 2023.

WATER

Date:
March 12, 2024

Contact:
Scott Haynes, PE, BCEE

Phone:
781.213.4905

Email:
Scott.Haynes@arcadis.com

Our ref:
Opp. 103016728

Project Understanding

We understand the Grove St. Residences Development includes 330 units, comprising 536 bedrooms, housed in 5 buildings, plus a clubhouse, that will have a gravity sewer system flowing to the Town collection system in Grove Street, which is tributary to Grove St PS #1. The Town has requested a peer review of the sanitary sewer of the proposed development, including an evaluation of the development's effects on the downstream sewer system and Grove St #1 PS.

Scope of Services Summary

Arcadis proposes to complete the following tasks under this Contract. These tasks are described in more detail in Schedule A of the attached Agreement for Professional Engineering Services.

Mr. Michael Maglio, PE
Franklin Department of Public Works
March 12, 2024

- Task 1 – Review of Conceptual Design Plans
- Task 2 – Review of Design Flow Calculations
- Task 3 – Existing Sanitary Sewer and Pump Station Capacity Analysis
- Task 4 – Meetings and Summary Letter Report

Fee and Schedule

Arcadis proposes to complete the work described in Tasks 1 through 4 for a lump sum fee of \$25,000, broken down by Task as follow:

Task	Description	Fee
1	Review of Conceptual Design Plans	\$5,500
2	Review of Design Flow Calculations	\$3,200
3	Existing Sanitary Sewer and Pump Station Capacity Analysis	\$10,700
4	Meetings and Summary Letter Report	\$5,600
TOTAL		\$25,000

Arcadis will begin work on this project upon receipt of an executed Agreement and full payment for services as detailed in Schedule C of the attached Agreement. Assuming timely receipt of payment and all required information, and barring any unforeseen delays, we anticipate delivering the Summary Letter Report within two (2) months of commencement.

We appreciate the opportunity to submit this proposal and look forward to continuing to assist the Franklin Department of Public Works with your on-going efforts to operate, maintain, and expand your sanitary sewer system.

Sincerely,

Arcadis U.S., Inc.



Scott R. Haynes, PE, BCEE
Vice President

Copies:

Doug Martin, PE, Water and Sewer Superintendent – Town of Franklin
Stephen Perry – Arcadis

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

This is an **Agreement** effective as of _____, 20__ [**“Effective Date”**] between RJ O'Connell & Associates, Inc. [**“Client”**], a corporation, having its principal place of business at 80 Montvale Avenue, Suite 201, Stoneham, MA 02180, and Arcadis U.S., Inc., [**“Arcadis”**] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 500 Edgewater Drive, Suite 511, Wakefield, MA 01880.

The Client intends to construct a new residential development at 121 Grove Street, Franklin, MA with proposed sewer connection to the Twon of Franklin's collection system [**“Project”**].

Client engages Arcadis to provide professional engineering services in support of its Project [**“Services”**].

The location of the Project is Franklin [**“Site”**], Massachusetts [**“State”**].

Arcadis' Services for the Project are described generally as follows: Peer review and capacity assessment for proposed sewer system connection. A detailed scope of services is included as Scheule A of this Agreement.

In consideration of the mutual promises herein, Client and Arcadis agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 **Scope.** Arcadis shall provide the Basic Services described in Schedule A. Arcadis intends to perform the scope of services/work contemplated herein and in the contract documents through a combination of its own employees and employees of its affiliates, and the use of such affiliate labor shall not be deemed a subcontract for purposes of this Agreement. Arcadis' obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** Arcadis shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [**“Standard of Care”**]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** Arcadis is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports [**“Service Instruments”**] and other services provided under this Agreement.
- 1.4 **Indemnification.** Arcadis agrees to indemnify and hold Client harmless from all losses and damages resulting from Arcadis' failure to meet the Standard of Care.
- 1.5 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by Arcadis under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

2 ADDITIONAL SERVICES

- 2.1 **Scope.** Arcadis will provide the **Additional Services** described in Schedule B when authorized in writing by Client.
- 2.2 **Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 Data.** Give Arcadis all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. Arcadis may rely on the accuracy and completeness of the supplied data.
- 3.4 Access.** Arrange for Arcadis to enter upon public and private property as necessary.
- 3.5 Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 Services Developments.** Give prompt written notice to Arcadis whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Arcadis' services.

4 PERIODS OF SERVICE

- 4.1 Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of Arcadis, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance.** Arcadis will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Arcadis will constitute such authorization. If Client elects to authorize Arcadis to proceed before signing this Agreement, Arcadis shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of Arcadis' services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 Force Majeure.** If a force, event, or circumstance beyond Arcadis' control interrupts or delays Arcadis' performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

- 5.1 Basic Services.** Client shall pay Arcadis the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. Arcadis shall be entitled to invoice for affiliate labor in the same manner as it invoices its own employees. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the Arcadis address as described in the invoices.
- 5.2 Additional Services.** Client shall pay Arcadis for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 Litigation Services.** If Client requires Arcadis' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, Arcadis will provide such services in accordance with a Pricing Schedule for litigation

services. In addition, Client will promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided Arcadis is not a named party to such legal proceeding.

5.4 Delay or Termination.

- 5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than Arcadis' fault, Arcadis may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.
- 5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, Arcadis shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.

5.5 Disputed Amounts. Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to Arcadis in accordance with Schedule C.

5.6 Collection. Any reasonable attorneys' fees or other reasonable costs incurred by Arcadis in collection of delinquent amounts shall be paid by Client.

6 OPINIONS OF CONSTRUCTION COST

6.1 Construction Cost. If the Service Instruments includes an estimate of the cost of constructing a facility [**Construction Cost**], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include Arcadis' compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.

6.2 Opinions of Cost. Arcadis' opinion of probable Construction Cost is made on the basis of Arcadis' experience and qualifications and represents Arcadis' judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Arcadis does not guarantee that proposals, bids or actual Project cost will not vary from Arcadis' opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

7.1 Changes. By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to Arcadis' performing the changed services.

7.2 Confidentiality. Arcadis will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. Arcadis will not reveal Confidential Information to a third party unless:

- 7.2.1 Client consents in writing;
- 7.2.2 the information is or becomes part of the public domain;
- 7.2.3 Arcadis lawfully possessed the information before receipt from Client;
- 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
- 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of Arcadis' professional services for the Services and Arcadis shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client.

7.3.1 **Reuse.** Arcadis does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by Arcadis for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle Arcadis to compensation at rates to be agreed on by Client and ARCADIS.

7.3.2 **CADD.** Arcadis may provide information related to the Service Instruments in computer-assisted design and drafting format [**CADD**] to Client. CADD is derived in part from computer software for which Arcadis is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended

to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

7.4 Insurance. Arcadis will maintain **insurance** against the following risks during the term of the Agreement:

- 7.4.1 workers compensation in statutory amounts and employer's liability for Arcadis' employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Arcadis' performance under this Agreement; and
- 7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of Arcadis' failure to meet the Standard of Care.

7.5 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State.

7.6 Successors. This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.

7.7 Independent Contractor. Arcadis represents that it is an independent contractor and is not an employee of Client.

7.8 Disputes. If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

7.9 Notices. Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.

7.10 Applicable Law. Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, Arcadis will comply with the requirements of:

- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.

7.11 Entire Agreement. This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.

7.12 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7.13 Effective Date. Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 Special Provisions. This Agreement is subject to the following special provisions:

8.2 Schedules. The following **Schedules** are attached to and made a part of this Agreement:

- 8.2.1 **Schedule A** "Scope of Basic Engineering Services and Related Matters"

8.2.2 **Schedule B** "Additional or Optional Engineering Services"

8.2.3 **Schedule C** "Pricing Schedule"

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT**ARCADIS U.S., INC.**

Date _____

Date March 12, 2024

By _____

By: *Scott Hayes*

Title _____

Title Vice President*Where applicable to the jurisdiction:*

Witness _____

Witness _____

Address for Giving Notices:

Address for Giving Notices:

44 South Broadway, Box 751
White Plains, New York 10602
Attn: Legal Department

Schedule A

Scope of Basic Engineering Services and Related Matters

A.1 The scope of basic services consists of this Scope of Basic Engineering Services, made part of this Agreement:

a. Scope of Basic Engineering Services

Task 1 – Review of Design Plans

Arcadis will review the design plans titled, “Grove Street Residences, Franklin, MA”, prepared by RJ O'Connell and Associates, Inc., dated October 30, 2023. The focus of the review will be on the general design and layout of the proposed sanitary sewer system.

Task 2 – Review of Design Flow Calculations

Arcadis will review projected flow calculations provided by the developer. We understand that the flow projections will be based on Massachusetts Title V regulations (310 CMR 15.00).

Task 3 – Existing Sanitary Sewer and Pump Station Capacity Analysis

Arcadis will review available record drawings and pump station information to determine the design conveyance capacity of the receiving sewers and Grove St #1 Pump Station immediately downstream of the proposed sewer connection point on Grove Street. We will evaluate previously measured, current flows within the Town's existing sanitary sewer system and at the pump station to determine if sufficient excess capacity exists to convey the additional flows from the proposed development.

Task 4 – Meetings and Summary Letter Report

Arcadis will provide Draft and Final Letter Reports summarizing our evaluations and recommendations from Tasks 1 - 3. We will also meet with the Town and/or developer representatives, as needed, to obtain information and discuss the Report recommendations. Town comments on the Draft Report will be incorporated into the Final Report.

b. Preliminary Work Schedule

ARCADIS will commence work on this project upon receipt of a signed contract and payment of the full fee as indicated in Schedule C of this Agreement. Barring unforeseen conditions affecting completion of the work or additional work tasks requested by the Client, we anticipate completing the work under this contract within two (2) months of receipt of payment and necessary information and data from the Client.

Schedule B
Additional or Optional Engineering Services

B.1 The Scope of Additional or Optional Engineering Services consists this of page plus the following documents, attached and made part of this Agreement:

a. none

Schedule C Pricing Schedule

C.1 The Pricing Schedule consists of this page, attached and made part of this Agreement:

C.2 **Terms of Payment**

C.2.1 **Lump Sum.** For Basic Services under Section 1, Client shall pay ARCADIS an up-front Lump Sum fee of **\$25,000**, broken down by Task as follows.

Task	Description	Fee
1	Review of Conceptual Design Plans	\$5,500
2	Review of Design Flow Calculations	\$3,200
3	Existing Sanitary Sewer and Pump Station Capacity Analysis	\$10,700
4	Meetings and Summary Letter Report	\$5,600
TOTAL		\$25,000

C.3 **Reimbursable Expenses.** Ordinary, anticipated project expenses are included in the lump sum Fee above. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; and per diem and other traveling expenses.

C.4 **Payment in Advance of Services.** Prior to commencing work, Arcadis shall invoice the client for, and Client will make full payment for 100% of the estimated cost of services indicated above. Arcadis shall commence work upon receipt of payment of the full payment.