



VIA EMAIL: [thambleton2002@yahoo.com](mailto:thambleton2002@yahoo.com)

August 29, 2019

Mr. Tom Hambleton  
Nahant CGDDAC  
334 Nahant Road  
Nahant, MA 01908

**Re: Civil Engineering and Land Surveying Services  
Nahant, Massachusetts**

Dear Mr. Hambleton:

We are pleased to submit this proposal for civil engineering and land surveying services relative to the above referenced project. Meridian Associates, Inc., "MAI", proposes to provide to the Nahant CGDDAC, "the Client", the following specific services:

**SCOPE OF SERVICES:**

**1.0 LAND SURVEYING SERVICES**

- 1.1 Perform necessary background research to reconcile existing drawing(s) provided with independent research and determine boundary and utilities for the Coast Guard housing site identifying town retained land described.
- 1.2 Conduct preliminary survey to tie into existing drawings and elevations provided by previous consultant. Perimeter survey with markers on property locating Heritage Trail, encroachments, town retained land and Goddard road at the 40' width proposed. Revise plan drawing to show site with the five (5) areas retained by town with survey points both found and set sufficient for committee to walk/view existing conditions.
- 1.3 Deliver/send new "Perimeter of Land" existing conditions drawing to committee showing retained land with property initially staked so committee can visualize current condition

**2.0 CIVIL ENGINEERING SERVICES**

- 2.1 Work with CGDDAC to develop 3-5 new development options (which include two [2] current candidates, 1- to divide the parcel into 12 lots and sell "as is" and 2- to tear down the houses, revise the topography identifying "12 lots" for sale) these options could include changes to Goddard road to 33' wide and have the number of lots ranging from 10-15 or some yet to be identified solution. This work may require schematic design options (drawing revisions) on the number and location of proposed lots and Goddard Road configuration these changes will be discussed with you at working meeting (3 evening meetings at Town Hall, ~1-1/2 hour each and a site walk). Shortly after these meeting sending the representative draw(s) with changes so the CGDDAC can review and deliberate the proposed alternatives.



- 2.2 In parallel with the above committee support effort, conduct soil testing/drainage studies to determine compliance with Massachusetts Stormwater/Nahant- Stormwater Standards/Regulations. **Note: The Client is solely responsible for the fees incurred from the backhoe and operator. The Client and/or Contractor are solely responsible for obtaining all relevant permits, applications, and notification of DIGSAFE prior to commencing onsite exploration.**
- 2.3 When the CGDDAC has reduced the development options with one primary option create renderings for presentation for public hearing. Prepare topographical site plan showing proposed site regrading using existing topographical plan by former consultant. This rendering is anticipated to show potential number and size of buildings to scale in the current or topographically modified site. A second drawing may show larger house FAR and or a second view of the property.
- 2.4 Support committee's presentation of design development at public hearing (4 hours) and meeting with Planning Board or other Boards (4 hours)
- 2.5 Assemble final plan based on Town Vote and stake new lot locations associated with the selected option.
- 2.6 Prepare Definitive Subdivision Plan for lots on Castle, Gardner and Goddard roads.
  - 2.6.1 Subdivision Plan
  - 2.6.2 Site Development Plan
  - 2.6.3 Utility Plan
  - 2.6.4 Other plans required by Planning Board Regulations
  - 2.6.5 Drainage Report

Meridian Associates, Inc. proposes to begin the services identified above upon receipt of a retainer and written authorization to proceed. The services described in Item 1.0 and shall be substantially complete within two to three (2-3) weeks' time. The estimated time to complete the services is subject to change due to unforeseen circumstances and/or inclement weather.

We have estimated the following budget of **THIRTY THOUSAND (\$30,000.00) DOLLARS exclusive of direct expenses exclusive of direct expenses**, for the services described above.

**A RETAINER IN THE AMOUNT OF THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS WILL BE REQUIRED FOR MAI TO COMMENCE WORK.**

These services shall be provided on an hourly basis consistent with the attached Standard Rate Schedule. MAI shall inform the Client as soon as possible if it becomes necessary to exceed the budget in order to perform the scope of services described above. Payment is due within fifteen (15) days from receipt of invoices. Final payment is due upon completion of the scope of services. Failure to comply with the payment schedule shall be cause for MAI to terminate services.

MAI may provide, at the request of the Client, additional services such as but not limited to:

- Plot Plan for Building Permit application
- Filing to any boards or commissions beyond allotted above;



- Meetings beyond allotted above;
- ANR plan preparation;
- Filing plans with Registry of Deeds;
- Additional study area intersections and/or time periods requested during the permitting process other than those requested in Item 2.5;
- Conceptual improvement plans; and
- any services not specifically stated in the scope of services.

These services are not included in the scope of services and will be invoiced in accordance with the attached Standard Rate Schedule.

The following Terms and Conditions are considered to be a part of this proposal. The cost estimate is only valid for forty-five (45) calendar days from the date of the proposal.

Representations made by MAI are solely our expressed professional opinion and no warranties nor guarantees are implied for the above-described services. MAI is not responsible for means, methods, materials or supervision of construction activities.

Please execute this proposal by either electronically signing and emailing back to our office, or print, sign and return a copy to our office with an original signature for our records. Thank you for the opportunity to provide these services.

## **TERMS AND CONDITIONS**

This Instrument, together with any proposals, plans, specifications or appendices (work product) referred to herein, constitutes the entire agreement between both parties hereto. This Instrument is **not** assignable to any third party without the express written consent of a Principal of Meridian Associates, Inc. (herein referred to as "MAI"). Assignment without written consent may be cause for MAI to terminate services.

### **1. Services to be Provided**

MAI agrees to provide the Client with the services described in the proposal in a responsible, professional manner consistent with the Client's expressed intentions.

### **2. Billing and Payment**

The Client agrees to pay MAI in accordance with the rates and charges based on the attached Standard Rate Schedule. Hourly fee rates are based on specific individuals assigned to the project and may be subject to periodic changes. Rates will be adjusted to reflect Invoices for MAI's services and shall be submitted either upon completion of such services or on a monthly basis. All such invoices shall be due and payable upon receipt. The Client acknowledges and agrees that in the event payment is not timely made, the overdue balance shall bear interest at 18% annually (1.5% monthly). It is further understood and agreed that if there be failure by the Client to pay any invoice within the time period stated in the Proposal, MAI may terminate its services. In the event MAI places any unpaid invoice with an agency or an attorney for collection, the Client agrees to pay all costs and expenses of such collection, including without limitation all reasonable attorney's fees and court costs. In event the account is not paid MAI may, after notice to the Client, retain the title to and use of all MAI work products, until such time as the account is paid in full. Following full payment of services, the Client is entitled to final products,



excluding field notes, research documents, calculations, digital copies and file data used in the assembly and production of the service product. MAI's instruments of service, which include drawings, specifications and other documents prepared by MAI, are for use solely with respect to this project, and unless otherwise provided, MAI shall be deemed the author and owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights.

### **3. Right of Entry**

The Client hereby warrants, if the Site is not owned by the Client, that permission has been granted for a Right of Entry from time to time, by MAI, its agents and staff for the purpose of performing all services described in the attached Proposal. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, buildings, structures and equipment on the Site. The Client will not hold MAI liable or responsible for any alteration or damage and will defend MAI and indemnify it for damage claimed by any party.

### **4. Public Liability**

MAI represents that its staff is protected by Worker's Compensation insurance with statutory limits and that MAI has coverage under Public Liability and Property Damage insurance policies. Certificates for any such policies shall be provided to the Client upon written request. In no event shall MAI be liable or responsible for any loss or damage beyond the amounts, limits or conditions of such insurance. MAI will not be liable for damages or injury arising from damage to or interference with underground structures (including, but not limited to, pipes, tanks, telephone cables, etc.).

### **5. Limitations**

The Client agrees that MAI's professional services are on behalf of and for the exclusive use of the Client. The Client recognizes that MAI's services require decisions which are not based upon pure science but rather upon judgmental considerations. MAI shall perform services in accordance with generally accepted practices of like professionals undertaking similar services. The Client agrees that such services shall be rendered without any warranty, expressed or implied, and subject to all other limitations herein contained. MAI shall be responsible only for such injury, loss or damage as is caused by the sole negligence or willful misconduct of MAI, its employees, agents or representatives.

### **6. Non-Solicitation**

Independent of any obligation under this agreement for a period of one year following the termination of this agreement, neither party shall, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit, hire or endeavor to entice away from the other party any person who was introduced as a result of this Agreement, or who is employed or engaged by the other party in any managerial, technical, professional or advisory, without the express written permission of the other party. Any breach hereof will entitle the other to a fee equal to 30% of the individuals' first year annual compensation.



## **7. Notification of Hazards**

The Client agrees to advise MAI promptly of any known hazardous substances or any known condition existing in, on, or near the site presenting a potential damage to human health or the environment.

## **8. Unforeseen Circumstances**

If, during performance of services, any unforeseen circumstances are encountered which, in the judgment of MAI, affect or may affect the scope of services, MAI will promptly notify the Client. Subsequent to that notification the Client and MAI agree to pursue one of the following options:

- (a) MAI will complete the original scope of services in accordance with the original Proposal.
- (b) The scope of services and estimate will be modified to include the previously unforeseen circumstances.
- (c) The services will be terminated effective on the date specified by MAI in writing. The Client agrees to pay MAI in full for all services completed and fees up to and including the date specified in writing.

## **9. Hazardous Waste**

The Client agrees to defend, hold harmless and indemnify MAI from and against any and all claims and liabilities from:

- (a) The Client's violation of any federal, state, or local statute, regulation or ordinance relating to the disposal of hazardous waste.
- (b) The Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal or transportation of hazardous materials or oil found or identified at the Site.

## **10. Notification to Public Authorities**

MAI does not assume the responsibility of the person in charge of the Site, or otherwise undertake responsibility for reporting to any federal, state, or local public agencies any conditions the Site that may present a potential danger to public health, safety or the environment.

## **11. OSHA**

MAI will not be held responsible in any way for the Client's failure to observe or comply with the Occupational Health and Safety Act of 1970, any regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar intent.

## **12. Additional Services**

Additional services may be requested by the Client or the Client's agent and shall be invoiced in accordance with the attached Standard Rate Schedule.



**13. Compensation for Completed Services**

If the above-described services are discontinued for any reason after the execution of the agreement, all services performed to date shall be compensated at the rates set forth in the Rate Schedule of the Proposal.

**14. Digital Documents**

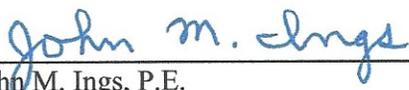
Digital information collected or developed during the course of a project is the property of MAI. At the sole discretion of MAI, a digital document may be provided for use only by the Client, for the sole purpose for which the document was originally prepared for. The official copy of the document is the hard copy (paper copy) and the Client is responsible for comparing the hard copy with the digital copy for any and all differences and/or discrepancies. If any differences and/or discrepancies are found, the Client shall notify MAI so that a determination can be made as to the most accurate information to use.

**15. Severability**

In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and binding upon both parties.

Sincerely,

**MERIDIAN ASSOCIATES, INC.**

  
\_\_\_\_\_  
John M. Ings, P.E.  
Vice President

\_\_\_\_\_ Authorized Signature  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

**Please provide email address for billing purposes.**

\_\_\_\_\_

**2019 STANDARD RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$175.00
Vice President	\$140.00-160.00
Director of Engineering	\$140.00-160.00
Senior Project Surveyor	\$140.00
Senior Project Manager	\$135.00
Senior Landscape Architect	\$125.00
Senior Project Engineer	\$100.00-130.00
Project Manager	\$115.00-135.00
Project Engineer/Surveyor	\$85.00-110.00
Engineer/Survey/CADD Technician	\$80.00-100.00
3D Laser Scanning/LiDAR Technician	\$85.00-95.00
Technical Administrator	\$50.00-75.00
Two (2) Person Survey/Scan Crew	\$175.00
Two (2) Person (Environmental Level D PPE)	\$185.00
Three (3) Person Survey/Scan Crew	\$220.00
Three (3) Person (Environmental Level D PPE)	\$215.00
Expert Witness Testimony	\$250.00
Two (2) Person Survey/Scan Crew (Prevailing Wage)	*
Two (2) Person Survey GPS Crew	\$175.00
One (1) Person Survey GPS Crew/Robotic Crew/BLK360 Scanner	\$135.00
One (1) Person Survey GPS Crew/Robotic Crew (Prevailing Wage)	*
Two (2) Person Vehicle LiDAR Crew	\$405.00
Three (3) Person UAV LiDAR Crew	\$435.00
3D Data Post Processing and Analysis	\$100.00 - \$125.00

\* Hourly rate will be determined utilizing current prevailing wage rates for the respective project.

**EXPENSES**

Direct expenses shall be billed at cost plus a service fee of 15%. Direct expenses shall include transportation, delivery, long distance telephone calls, job supplies, printing costs, consultants, and similar costs directly applicable to each job.

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