



TETRA TECH

August 2, 2024

Mr. Jeremy Marsette, Town Administrator
Sherborn Town Hall
19 Washington Street
Sherborn, MA 01770

**Re: Comprehensive Permit (40B) Peer Review Proposal
"Brush Hill Homes"
34 Brush Hill Road
Sherborn, Massachusetts**

Dear Mr. Marsette:

We are pleased to submit this Proposal for professional engineering review services to the Town of Sherborn and its Zoning Board of Appeals (ZBA) for civil engineering peer review of the above-referenced Project. The objective of our services is to assist the ZBA in its review responsibility by providing thorough and informed technical review of the proposed design and potential project impacts.

Each Task identified below targets various areas where the ZBA may require technical assistance and provides an estimated budget to complete technical review of materials submitted by the Applicant. The work of each task is distinct from other tasks and the ZBA can choose which subject areas require our involvement. Hourly rates are consistent with our reduced market rate structure we utilize for on-call municipal peer review work.

We are extremely well-suited to assist the ZBA in its efforts given our past experience serving a similar role for the ZBA and other municipalities throughout the Commonwealth. Our local (Marlborough Office) staff includes the wide range of engineers, designers, scientists, and planners required to cover the various design/planning disciplines where technical support may be needed throughout the review process. All review work will be performed under the direct guidance of senior Tetra Tech staff with the experience needed to differentiate between substantive and minor issues quickly and we will focus our initial review effort on identifying and resolving those critical issues that may require changes impacting other design elements.

SCOPE OF SERVICES

The following specifically describes the Scope of Services to be completed:

TASK 1 CIVIL/SITE/UTILITY PLAN AND DOCUMENT REVIEW

Under this task we will review general site and utility design including critical subject areas such parking and roadway layout, emergency access, general safety, handicap access, utility layout, construction phasing and erosion control.

A. Perform a civil engineering site visit to review the site and its surroundings.

- Budget Assumption: $\frac{4 \text{ hours @ } \$184/\text{hr} = \$736}{\text{Total} = \$736}$

B. Review one (1) set of proposed plans for the Project prepared by the Applicant's engineer for conformance with good site engineering practice related to site development and utility design including proposed construction phasing and erosion/sedimentation control plans.

- Budget Assumption: $\frac{2 \text{ hours @ } \$285/\text{hr} = \$570}{8 \text{ hours @ } \$184/\text{hr} = \$1,472}$
 $\text{Total} = \$2,042$

- C. Review a Stormwater Management Report for the Project for compliance with the latest Massachusetts Department of Environmental Protection Stormwater Management Standards, compliance with EPA MS4 General Permit requirements and good engineering practice. Review will include evaluation of proposed methods for groundwater recharge and review of supporting data and analysis.

- Budget Assumption: 2 hours @ \$285/hr = \$ 570
8 hours @ \$184/hr = \$1,472
Total = \$2,042

- D. Incorporate comments into a review letter for presentation to the Town of Sherborn.

- Budget Assumption: 4 hours @ \$285/hr = \$1,140
4 hours @ \$184/hr = \$ 736
Total = \$1,876

TASK 2 WATER SUPPLY REVIEW

Under this task we will review information submitted by the applicant related to anticipated project water needs and proposed conservation measures and strategy for meeting projected demand without creating negative impacts.

- A. Review water demand estimates and identify potential issues with supply. This task may include review of fracture flow, pumping tests and well logs and related impacts for the proposed water supply.

- Budget Assumption: 4 hours @ \$285/hr = \$1,140
Total = \$1,140

- B. Incorporate comments into a review letter for presentation to the Town of Sherborn.

- Budget Assumption: 2 hours @ \$285/hr = \$ 570
Total = \$ 570

TASK 3 WASTEWATER REVIEW

Under this task we will review information submitted by the applicant related to proposed wastewater generated from the Project and the ability of the proposed disposal system to sufficiently accommodate the proposed flows.

- A. Review wastewater generation projections and proposed disposal measures for compliance with the latest Massachusetts Department of Environmental Protection and local design guidance, applicable permit requirements and good engineering practice. This task may include review of geology (soils and bedrock), groundwater flow, hydraulic conductivity, saturated thickness, groundwater mounding and impacts.

- Budget Assumption: 12 hours @ \$285/hr = \$3,420
Total = \$3,420

- B. Incorporate comments into a review letter for presentation to the Town of Sherborn.

- Budget Assumption: 2 hours @ \$285/hr = \$570
Total = \$570

TASK 4 TRAFFIC REVIEW

- A. Review the site plans prepared for the project for compliance with local regulations and industry standards and good engineering practice and provide comments summarized in a letter to be submitted to the Client. The Applicant has not supplied a Traffic Study and we have assumed a general review of anticipated traffic impacts and safety. Additional funding may be required if a Traffic Study is eventually submitted for review.

- Budget Assumption: 4 hours @ \$207/hr = \$828
8 hours @ \$184/hr = \$1,472
Total = \$2,300

B. Incorporate comments into a review letter for presentation to the Town of Sherborn.

• Budget Assumption:	2 hours @ \$207/hr =	\$414
	4 hours @ \$184/hr =	\$736
	Total =	\$1,150

TASK 5 MEETING ATTENDANCE

A. Attend technical meeting(s) with the Applicant and their Engineer to discuss technical topics during the course of review. We assume participation in one (1) meeting to discuss various technical aspects of the Project.

• Budget Assumption:	4 hours @ \$230/hr =	\$920
	Total =	\$920

B. Assume participation in three (3) remote hearings/meetings with the Client through video conference. We anticipate this task item may require additional budget if multiple personnel are required at each meeting.

• Budget Assumption:	12 hours @ \$230/hr =	\$2,760
	Total =	\$2,760

BUDGET

The fee for the work outlined in this proposal will be billed on a Time and Expenses basis according to Tetra Tech's then current Schedule of Hourly Rates for municipalities (reduced market rate structure for municipal clients). Reimbursable expenses budget for execution of the tasks included in this scope of work are limited to mileage, field equipment, internal-use printing costs and hard-copy production of deliverables for submission and are billed at a fixed fee of four (4) percent of labor costs. We suggest that you establish a budget as summarized below, which will not be exceeded without your approval.

Please be advised that this estimate is for initial review of submitted materials, is based on our current understanding of the Project needs and is for budget purposes only. The total actual cost of our services will largely depend on the number and complexity of revisions and resubmittals, quality and completeness of the information submitted by the applicant and the depth to which specific issues are explored. Cost for each task is based on a comparison with other similarly sized projects we have reviewed for other municipalities. Please be advised, additional funding may be required if additional or revised materials are submitted or if additional subject areas require review or additional coordination (Waiver List, Decision etc.) beyond what is specifically described above.

The breakdown of this fee by task is as follows:

Task	Task Description	Fee
Task 1	Civil/Site Plan & Document Review	\$6,696
Task 2	Water Supply Review	\$1,710
Task 3	Wastewater Review	\$3,990
Task 4	Traffic Review	\$3,450
Task 5	Meeting Attendance	\$3,680
Labor Subtotal		\$19,526
Expenses (4%)		\$781
Total		\$20,307

SCHEDULE AND CONDITIONS

We are prepared to begin work immediately upon receipt of this executed Proposal. We recognize that timely performance of these services is an important element of this Proposal and will put forth our best effort, consistent with accepted professional practice, to comply with the project's needs. We request four (4) weeks from receipt of a complete applicant's submittal and direction to proceed with our review in which to complete our initial review and issue a comment letter. Subsequent reviews can likely be accomplished in a two-week period. We are not

responsible for delays in performance caused by circumstances beyond our control or which could not have reasonably been anticipated or prevented.

To signify your acceptance of this Agreement, please sign and return one copy and the retainer to us along with the attachments. When signed by representatives of both parties, this Proposal will become an agreement between Tetra Tech, Inc. (ENGINEER) and Town of Sherborn (CLIENT). The Agreement is subject to the attached Engineering, Environmental, and Transportation Statement of Terms and Conditions. The price is valid for 60 days from the date of this letter.

We appreciate the opportunity to provide these services, and we look forward to working with you. Please contact us if you have any questions or require additional information.

Very truly yours,



Steven M. Bouley, P.E.
Project Manager



Sean P. Reardon, P.E.
Vice President

Certified by:



Authorized Representative
Town of Sherborn

8/2/24

Date

Enclosed:

1. Tetra Tech Engineering, Environmental, and Transportation Statement of Terms and Conditions

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Engineering, Environmental, and Transportation Statement of Terms and Conditions

Tetra Tech, Inc. (ENGINEER) and CLIENT agree as follows:

Section 1. Services. ENGINEER shall provide CLIENT with the "Services" set forth in the Proposal under the following terms and conditions.

Section 2. Billing and Payment. CLIENT recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

The CLIENT shall pay the ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by the ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify the ENGINEER within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by the ENGINEER more than thirty (30) calendar days from the date of the invoice, except any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

Application of the percentage rate indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on the ENGINEER's part to finance the CLIENT's operation, and no such willingness should be inferred. If the CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, the ENGINEER may at any time, without waiving any other claim against the CLIENT and without thereby incurring any liability to the CLIENT, suspend this AGREEMENT by fourteen (14) days written notice to the CLIENT until payment is restored to a current basis. Any suspension shall extend the schedule for performance by the ENGINEERS in a manner that is satisfactory to both the CLIENT and the ENGINEER.

Notwithstanding any termination of Services by ENGINEER for non-payment of invoices, CLIENT shall pay ENGINEER in full for all Services rendered by ENGINEER to the date of termination of Services plus all interest. CLIENT shall reimburse ENGINEER for all costs and expenses of collection, including reasonable attorneys' fees. ENGINEER's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude ENGINEER from the exercise of such rights or other rights and remedies under this instrument, or the law.

Section 3. Delays. In the event that the ENGINEER's work is interrupted due to causes beyond his or her control, the ENGINEER shall be compensated for the labor, equipment and other costs the ENGINEER incurs in order to maintain his or her workforce for the CLIENT's benefit during the interruption,

or--at the CLIENT's option--the various costs the ENGINEER incurs for demobilization and subsequent remobilization. Compensation to the ENGINEER shall be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. Should such acts occur, the CLIENT and the ENGINEER shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this AGREEMENT subject to renegotiation or termination.

Section 4. Standard of Care. ENGINEER's Services will be performed on behalf of and solely for the exclusive use of CLIENT for the purposes set forth in the Proposal and no others. CLIENT acknowledges that ENGINEER's Services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT, in accepting ENGINEER's Proposal, acknowledges the inherent risks to CLIENT and its property associated with the work described in the Proposal.

ENGINEER will perform its Services in accordance with generally accepted practices of Engineers and Scientists undertaking similar studies in the area, and in performing such Services, ENGINEER will observe that degree of care and skill as is generally exercised by members of such professions in the same locale acting under similar circumstances and conditions. CLIENT acknowledges that ENGINEER's Services will be rendered without any other warranty, expressed or implied, beyond ENGINEER's observance of such standard of care.

Section 5. Insurance. ENGINEER maintains Worker Compensation Insurance with respect to its employees with statutorily required limits. ENGINEER maintains public liability and property damage insurance policies. Certificates of Insurance evidencing such coverage will be provided to CLIENT, upon written request. CLIENT acknowledges that ENGINEER will not be liable to CLIENT for any loss, damage, cost or expense which, in the aggregate, are greater than the amounts of ENGINEER's insurance coverage limits, exclusions and conditions as set forth in such policies, except to the extent that ENGINEER is found by a final judgment of a Court of competent jurisdiction to have caused any loss, cost, damage or expense solely by reason of ENGINEER's gross negligence. Claims against ENGINEER based upon failure to perform in its professional acts in accordance with the Standard of Care required in Section 4 are limited by the provisions of Section 6.

Section 6. Limitation of Professional Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and Tetra Tech, Inc.'s officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or ENGINEER's officers, directors,

employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of \$50,000, whichever is greater.

Section 7. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by ENGINEER as instruments of Service, shall remain the sole property of ENGINEER. Documents will not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the prior written consent of Engineer, except as required by law. All reports and other work prepared by ENGINEER for CLIENT shall be utilized solely for the intended purposes and Site described in the Proposal. ENGINEER will retain all pertinent records for a period of three (3) years following the submission of ENGINEER's report to CLIENT. Such records will be available to CLIENT upon request at ENGINEER's office during office hours on reasonable notice, and copies will be furnished by ENGINEER to CLIENT for the total cost of reproduction of the same.

Section 8. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and in addition, all reimbursable expenses directly attributable to termination.

Section 9. Governing Law; Severability; Assignment. This agreement between ENGINEER and CLIENT as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the law of the Commonwealth of Massachusetts. The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion thereof. CLIENT shall not assign any aspect of the agreement between CLIENT and ENGINEER except upon the prior written consent of ENGINEER.

Section 10. Right of Entry. CLIENT grants to ENGINEER the right, exercisable from time to time, of entry to the Site by ENGINEER, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all project related activities, including the making of surveys, test borings and other environmental investigations as described in the Proposal. Should CLIENT not own the Site, CLIENT warrants and represents by acceptance of the Proposal that it has authority and permission of Site owner and any Site occupant to grant ENGINEER this right of entry.

Section 11. Control of Site. CLIENT acknowledges that it is now and shall remain in control of the Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. ENGINEER does not, by its entry into an agreement with CLIENT, or its performance of services under any such agreements as set forth in the Proposal, assume any responsibilities or liability with respect to the Site; nor shall any liability or responsibilities be implied or inferred by reason of ENGINEER's performance of any work under the Proposal.

Section 12. Subsurface Explorations. ENGINEER will take reasonable precautions to minimize damage to the property from use of equipment, but have not included in the fee the costs of restoration of damage that may result from such operations. If ENGINEER is required to restore the property to its former condition, the cost will be added to its fee.

In addition, CLIENT recognizes that commonly used exploration methods (such as drilling borings, pushing or driving probes, or excavating trenches) involve an inherent risk. These exploration methods may penetrate through a stratigraphic unit bearing Hazardous Materials and serve as a connecting passageway between such stratigraphic unit and an uncontaminated stratigraphic unit or groundwater, thus potentially inducing cross-contamination. In accordance with current design, backfilling with grout or by other means is intended (but does not guarantee) to provide a seal against such a passageway. However, CLIENT recognizes that such a seal may be imperfect and that there is an inherent risk in drilling borings, pushing or driving probes, excavating trenches, or implementing other methods of exploration at or near a site contaminated by Hazardous Materials. Further, CLIENT recognizes that these are not the only risks which may be encountered, but are simply examples of consequences which cannot be anticipated or avoided in many cases, even through the exercise of the Required Standard of Care. CLIENT accepts these and all similar risks and releases ENGINEER from any and all liability that may be incurred as a result of the Services provided by ENGINEER, provided that such services were performed in accordance with the Required Standard of Care.

Section 13. Information Provided by Others. The ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder, including but not limited to field survey information. The CLIENT shall provide to the ENGINEER such information as is available to the CLIENT. The CLIENT recognizes that it is impossible for the ENGINEER to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, the CLIENT waives any claim against the ENGINEER, and agrees to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to the ENGINEER by the CLIENT. Further, the CLIENT agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, with such compensation to be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy.

Section 14. Compliance with Codes and Standards. The ENGINEER's professional services shall be consistent with sound engineering practices and shall incorporate those federal, state and local laws, regulations, codes, policies and standards that are applicable at the time the ENGINEER rendered his or her services. In the event of a change in laws, regulations, et al., of which the ENGINEER becomes aware and which the ENGINEER believes affects work for the CLIENT, the ENGINEER shall inform the CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the CLIENT or the ENGINEER believes the change requires a renegotiation of this AGREEMENT, both the CLIENT and the ENGINEER agree to bargain promptly and in good faith, to permit the ENGINEER to continue to meet the CLIENT's needs. If a renegotiated contract cannot be agreed to, the CLIENT agrees the

ENGINEER has an absolute right to terminate this Agreement. In any event, the CLIENT waives any claim against the ENGINEER, and agrees to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's failure to abide by federal, state and local laws, regulations, codes and standards that were not in effect or public policies announced at the time when the ENGINEER's otherwise would have incorporated their intent into the work. The CLIENT further agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule.

Section 15. Monitoring of Construction. CLIENT recognizes that unanticipated or changed conditions are likely to be encountered during construction. CLIENT agrees to indemnify ENGINEER from any claims arising from these unanticipated or changed conditions unless CLIENT agrees to retain ENGINEER to monitor construction, and ENGINEER agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al. CLIENT recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by ENGINEER is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al., shall retain responsibility for the quality of their work and for adhering to plans and specifications, including responsibility for maintaining legal methods of transport and appropriate locations for disposal of materials. Should CLIENT for any reason not retain ENGINEER to monitor construction, or should CLIENT unduly restrict ENGINEER's assignment of personnel to monitor construction, or should ENGINEER for any reasons not perform construction monitoring during the full period of construction, ENGINEER shall not have the ability to provide a complete service. Should ENGINEER for any reasons not have the ability to perform a complete service, and thus not have the capability for adequate control of implementation of the complete engineering function, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and save ENGINEER harmless for any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by ENGINEER. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project expenses.

Section 16. Legal Actions. All legal actions by either party to this Agreement against the other party for breach of this Agreement, failure to perform under this Agreement in accordance with an applicable standard of care, indemnity, or contribution (however denominated) shall be barred two years from the day after the date on which the party bringing the action knew or reasonably should have known of the facts giving rise to the cause or causes of action; but in no event may any such claim be filed, commenced or otherwise asserted more than two years from the date on which the ENGINEER completes its services. Nothing in this paragraph shall be construed in any way to extend the time period for the filing of a legal action under any applicable statute of repose.

General_T&C