

PROPOSAL FOR CIVIL ENGINEERING SERVICES

November 22, 2023

Kenneth Buckland
Director of Planning & Community Development
Town of Wareham
54 Marion Road
Wareham, MA 02571

PROPOSAL NO: 22311-36
PROJECT: Peer Review
1-13 North Carver Road
Wareham, MA
Planning Board Case # 18-23

kbuckland@wareham.ma.us
508.291.3100

Dear Mr. Buckland:

Allen & Major Associates, Inc. (A&M) is pleased to submit this contract/proposal for civil engineering services to conduct a peer review of the Preliminary Subdivision (Form B) application made to the Town of Wareham Planning Board for the owner Cindy Barlow, the applicant, Christi, LLC as referenced in the engineered drawings prepared by Prime Engineering, Inc., as dated October 6, 2023.

The project proposes a preliminary subdivision consisting of a new roadway with three (3) lots and three (3) parcels on Map 103 Lots 1037, 1038, and 1039 located at 1-13 North Carver Road within the Town of Wareham.

The project will include the following items:

1.0 Civil Engineering

- 1.1. Review of the Town of Wareham Zoning Bylaw revised to April 24, 2023, with amendments from Town Meeting.
- 1.2. Rules & Regulations Governing The Subdivision of Land Town of Wareham, Massachusetts Planning Board dated March 2013.
- 1.3. Review of the Preliminary Subdivision Plan drawings as prepared.
- 1.4. Review of any additional materials, if applicable, as submitted with the application.
- 1.5. Provide a written summary of findings to the Planning Board for their Review.
- 1.6. Perform one (1) round of follow up review if revisions to the site drawings are required.
- 1.7. Attendance at one (1) public hearing to present and discuss the findings with the Board, if desired by the Board.

2.0 Reimbursable Expenses

Reimbursable expenses are all expenses incurred in conjunction with the performance of the work described, including but not limited to: police details, travel, overnight accommodations, parking, mileage, printing costs, copies of documents, traffic data collection, laboratory analysis, materials, and supplies, shipping, delivery service, and postage.

COMPENSATION

A&M will perform the Scope of Services contained in this agreement in accordance with the following fees:

	<u>Task</u>	<u>Fee</u>	<u>Schedule</u>	<u>Payment Method</u>
1.0	Civil Engineering	\$ 1,500.00	2 Weeks	Allowance
2.0	Reimbursable Expenses	\$ 150.00	As Needed	Allowance
	Total:	\$ 1,650.00		

A&M is prepared to commence work on this project immediately upon receipt of this executed proposal, and we anticipate substantial completion of Task 1.0 within two (2) weeks after receipt of the signed Client Authorization. A&M will notify the client in writing before exceeding any scope indicated as an allowance.

Please Note:

Schedule: The schedule above is valid for 10 days from the date of this proposal. If the proposal is signed after the 10 days A&M reserves the right to adjust the schedule accordingly. A&M estimates the tasks noted in the schedule above will be substantially completed at the end of the period stated. When possible, multiple tasks will be worked on concurrently.

Because of the substantial cost incurred by A&M to stop and restart a project once it is underway, should this project's progress be halted at any time for **three (3) months** or more by the client, for any reason, a project restart fee will be billed. A&M reserves the right to terminate the old contract and or modify any fees, schedule, terms, or conditions.

Allowances: Allowances are an estimate to perform the task as described. Any additional services beyond the allowance will be invoiced on an hourly basis per the "Standard Schedule of Fees and Conditions" in effect at the time services are performed. A&M will notify the client in writing before exceeding any scope indicated as an allowance.

TERMS

1. The agreement is null and void unless executed by the Client and returned to A&M within five (5) days.
2. A&M's "Standard Schedule of Fees and Conditions" is hereby made a part of this Agreement.
3. A&M will be compensated for services requested by the Client which exceeds the scope of services outlined herein. Charges for any Additional Services will be invoiced per the attached "Standard Schedule of Fees and Conditions".
4. Invoicing of all services rendered under this contract/proposal will be made every thirty (30) days, and payment of services is expected within thirty (30) days of invoicing regardless of the stage of completion of the work. Accounts not paid within thirty (30) days of an invoice are subject to a finance charge of 1.5% per month, which is an annual rate of 18%.

Thank you for requesting this proposal; we look forward to working with you on this project. Should the conditions in this proposal and the enclosed "Standard Schedule of Fees and Conditions" meet with your approval, please sign the proposal and return it to our office.

This proposal and attached "Standard Schedule of Fees and Conditions" is hereby accepted by the Client as evidenced by the execution hereof and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for A&M to proceed with providing the Scope of Services under the terms and conditions stated herein.

CLIENT AUTHORIZATION

ALLEN & MAJOR ASSOCIATES, INC.


By: _____
Kenneth Buckland
Director of Planning &
Community Development

Date: _____

By: 

Phil Cordeiro, PE
Branch Manager

Date: November 22, 2023

By: 

Timothy J. Williams, PE
Principal

Date: November 22, 2023