



Nitsch Engineering

August 13, 2014

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AUG 13 2014
and

TOWN CLERK-CARLISLE
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RECEIVED
AUG 13 2014

TOWN CLERK-CARLISLE
CHARLENE M. HINTON

Mr. Timothy D. Goddard
Town Administrator
Town Hall
66 Westford Street
Carlisle, MA 01741

RE: Nitsch Proposal #10399 P (Revised)
40B - Long Ridge Road
Civil and Traffic Peer Reviews
Civil Engineering Services
Carlisle, MA

Dear Mr. Goddard:

Nitsch Engineering is pleased to submit this revised proposal to you (the Client) for professional civil engineering services associated with the civil and traffic peer reviews of the submittal of a Comprehensive Permit Application for the 40B Long Ridge Road residential development, located off Long Ridge Road / Nowell Farme Road in Carlisle, Massachusetts.

The Long Ridge Road 40B project will be reviewed by Jennifer Johnson (Project Engineer) with oversight by Steven Ventresca (Project Manager) and Sandra Brock (Chief Engineer) as Principal-in-Charge. Mr. Ventresca and Ms. Brock have consulted with the Carlisle Planning Board on many projects in the Town of Carlisle (the Town) and are familiar with the personnel at Town Hall.

Review of the Site Plan and documentation will begin immediately once selected. Review of items is anticipated to occur within seven (7) business days with an initial letter to follow within 10 business days.

Nitsch Engineering will contract with GeoHydroCycle, Inc. (GHC) of Newton to assist with the septic system review. GHC will review the septic system for Title 5 compliance and review the proposed system related to wastewater discharge and the protection of groundwater onsite and abutter drinking wells. GHC will prepare a letter report of their findings and present their findings to the Zoning Board of Appeals (ZBA).

Based on existing documents, GHC understands that the proposed development will result in 61 bedrooms generating 6,710 gallons per day (gpd) under Title 5. Wastewater will be discharged to groundwater by way of three (3) community leach fields. Individual wells will be used to supply water for the proposed homes. Other homes abutting the site also have individual wells, which may be down gradient of the proposed leach fields.

GHC will conduct a review of the available project documents submitted to the Carlisle Boards, and summarize the findings and recommendations in a brief letter report to Nitsch Engineering. Mr. Stephen Smith of GHC will prepare and attend one (1) hearing to the BOH to present the result of the review.

Nitsch Engineering will review the plans for conformance with Standard Engineering Practice, the State's Stormwater Handbook, the Wetland's Protection Act, and Town's Rules and Regulations as applicable. Nitsch Engineering will provide the ZBA with a review in letter format indicating where the Applicant can provide improvements to the site plan and documentation of the project. Subsequent reviews will include initial and new comments including responses from the Applicant that will show the progress of the project and whether the Applicant has satisfied the original concerns. Nitsch Engineering will present concerns to the ZBA verbally and in written format. Meetings held with the Applicant outside the formal hearing process will be documented and provided to the ZBA. Nitsch Engineering recommends that a representative of the ZBA attend any meetings outside the formal hearings.

Nitsch Engineering will provide the following services for the 40B Long Ridge Road review.

SCOPE OF SERVICES

PHASE I: CIVIL REVIEW

Nitsch Engineering will provide professional civil engineering services to review the submission for the Comprehensive Permit, including:

1. Perform a site visit;
2. Perform a review of submission and prepare a letter report of Nitsch Engineering's initial comments regarding the Notice of Intent (NOI), landscaping, layout, grading, drainage, and other pertinent documents included in the 40B submission;
3. Perform a review of proposed wells relative to 310CMR 22 and the Town Water Supply Regulations;
4. Perform a review of the Sewage Disposal Plan relative to 310CMR 15;
5. Coordinate with GHC on their letter report of the proposed septic system discharges and influence on site and abutter drinking wells;
6. Perform a review of the revised plans and prepare an updated review letter report;
7. Review the site access and site building layout as it relates standard life and fire safety practices;
8. Be available to confer by telephone with Town officials and agents and the Development Team on matters within the Scope of Services set forth herein; and
9. Prepare or consult with the ZBA any technical Conditions of Approval for revisions as requested by the ZBA.

PHASE II: MEETINGS

Nitsch Engineering will attend meetings with the ZBA and the BOH. Nitsch Engineering will bill the meetings on a time and materials basis assuming four (4) hours for each meeting. Additional meeting times not listed in this phase will be billed under time and materials basis and as approved by the ZBA. Nitsch Engineering will attend the following meetings:

1. Attend one (1) meeting with the Applicant to review the initial and follow-up comment letters;
2. Attend up to two (2) ZBA meetings to discuss Nitsch Engineering's review letters;
3. Attend one (1) meeting with the Carlisle BOH; and
4. Attend one (1) meeting to discuss traffic with the ZBA.

PHASE III: TRAFFIC REVIEW

Nitsch Engineering will provide professional traffic engineering services to review the submission for the Comprehensive Permit, including:

1. Perform a site visit to observe site access and roadway adjacent to site;

SCOPE OF SERVICES – continued

2. Review and comment on the scope of the proposed Traffic Analysis provided by the project's proponent traffic engineer;
3. Review the Traffic Analysis;
4. Review the Site Plan, layout, and access/egress conditions in conjunction with the civil site review; and
5. Prepare a Memorandum Report of the traffic review findings.

PHASE IV: DEFINITIVE REVIEW (IF REQUESTED)

Review of the Definitive Plans to ensure compliance with the conditions of the ZBA. Nitsch Engineering will prepare a review letter based on compliance with the ZBA Conditions. This review is for both civil and traffic issues and will be applicable only if requested by the ZBA.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

1. Performing a property line survey, topographic survey, or other land surveying services.
2. Performing soil testing.
3. Performing 21E or any other environmental analysis or review.

ASSUMPTIONS

1. There will be one (1) revision of the report and plans. Further revisions may require additional services including attendance at additional meetings with the BOH or ZBA. Attendance at additional meetings will be billed at the current rates on a time and materials basis listed in the Standard Contract Terms attached to this revised proposal. Nitsch Engineering will submit a revised scope and fee if the site design is changed significantly.
2. Nitsch Engineering will perform only one (1) review of the Traffic Report.
3. The Client will provide copies of all applicable local site development regulations.
4. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
5. The Client will arrange for access to the project site for the site visit.
6. No State or Massachusetts Environmental Policy Act (MEPA) permitting review is included in this scope.

TIME AND MANNER

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed revised proposal and the requested documents. Prior to initiation of Nitsch Engineering's services, a letter or other communication from the Town indicating the funds have been appropriated or received for Nitsch Engineering's peer review is required. Nitsch Engineering will perform the initial review and prepare the initial review letter four (4) weeks after the documents are provided by the Client. Timing of completion of tasks can be determined once the task commences.

COMPENSATION

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms as attached. The lump-sum costs for these services are as follows:

Phase I: Civil Review	\$ 5,300.00
Phase II: GHC	3,000.00
Phase III: Traffic Review	1,500.00
Phase IV: Definitive Review	<u>2,500.00</u>
TOTAL	\$12,300.00

The estimated cost for the meeting services are as follows:

Phase II: Meetings	\$3,400.00
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The total cost for the lump-sum and estimated services to review this project is \$15,700.

Labor costs will not be incurred by Nitsch Engineering beyond this lump-sum or estimated costs without verbal approval from the Client. All expenses (i.e., prints, postage, delivery service, mileage, regulations, etc.) are included in the lump-sum fee. Payment will be due 20 days after receipt of the invoice.

ADDITIONAL SERVICES

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval.

METHOD OF PAYMENT

Costs incurred on this project will be billed monthly on a lump-sum basis as outlined in the attached Standard Contract Terms. Payment will be due 10 days after receipt of the invoice.

A retainer will not be required for this contract.

Mr. Timothy D. Goddard: Nitsch Proposal #10399.P (Revised)
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TERMINATION

Nitsch Engineering reserves the right to revise this revised proposal should the signed copy not be received by September 12, 2014. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this revised proposal, and such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this revised proposal were fully executed by the Client.

Thank you for requesting this revised proposal. We look forward to working with you on this project. Should the conditions in this revised proposal and the enclosed Standard Contract Terms meet with your approval, please sign and return both the "File Copy" of this revised proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.


Steven Ventresca, PE, LEED AP BD+C
Project Manager

Approved by:


Sandra A. Brock, PE, CFM®, LEED AP BD+C
Chief Engineer

SV/fmk

Enclosures: Standard Contract Terms
"File Copy" of this revised proposal and Standard Contract Terms

CLIENT AUTHORIZATION

This revised proposal and Standard Contract Terms are 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 Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

Signature

Date

Printed Name and Title

I certify that the Town has appropriated funds for these services.

Town Treasurer (Signature)

Date

Printed Name and Title