

October 17 TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp
received & posted:

48-hr notice effective
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Community Preservation Committee</u>
Date & Time of Meeting:	<u>October 17, 2023 7pm</u>
Location of Meeting:	<u>Lakeville Police Station</u> <u>323 Bedford Street Lakeville</u>
Clerk/Board Member posting notice:	<u>Nancy Yeatts</u>

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

A G E N D A

Revised

1. Budget Report
2. CPA professional services/ discussion/ possible vote
3. Review Town Meeting article & recommended projects/ discussion
4. Review handouts for Town Meeting /discussion /possible vote
5. Schedule for next funding cycle/ discussion /possible vote
6. Set date(s) for next meeting(s) /discussion /possible vote

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the _____ arise after the posting of this agenda, they may be addressed at this meeting.

Town of Lakeville



YEAR-TO-DATE BUDGET REPORT FISCAL YEAR 2024 AS OF 10-16-2023

FOR 2024 04

ACCOUNTS FOR ORIGINAL APPROP	1800 COMMUNITY PRESERVATION FRANS/ADJSTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 COMMUNITY PRESERVATION COMM						
28017000 REV - COMMUNITY PRESERVATION						
28017000	412523	2023 CPA SURCHARGE REV	0.00	0.00	975.97	100.0%
		2024 CPA SURCHARGE REV	0.00	0.00	59,065.67	100.0%
28017000	417100	PENALTIES & INT - CPA SURCHARG	0.00	-21.96	21.96	100.0%
TOTAL REV - COMMUNITY PRESERVATION			0.00	-60,063.60	60,063.60	100.0%
28170200 CPC - COMMITTEE EXPENSES						
28170200	530000	PROFESSIONAL SERVICES	0.00	7,500.00	7,500.00	.0%
		ADVERTISING	0.00	1,000.00	1,000.00	.0%
28170200	534400	OFFICE SUPPLIES	0.00	1,500.00	1,500.00	.0%
28170200	571000	MEETINGS & TRAVEL EXPENSES	0.00	1,275.00	1,275.00	.0%
		DUES & MEMBERSHIPS	0.00	1,000.00	1,000.00	.0%
TOTAL CPC - COMMITTEE EXPENSES			0.00	12,275.00	12,275.00	.0%
TOTAL COMMUNITY PRESERVATION COMM			0.00	12,275.00	72,338.60	-489.3%
TOTAL COMMUNITY PRESERVATION			0.00	12,275.00	72,338.60	-489.3%
TOTAL RETURNS			0.00	0.00	60,063.60	
TOTAL EXPENSES			0.00	12,275.00	12,275.00	

Town of Lakeville



YEAR-TO-DATE BUDGET REPORT
FISCAL YEAR 2024 AS OF 10-16-2023

FOR 2024 04

ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0.00	GRAND TOTAL	12,275.00	-60,063.60	0.00	72,338.60	-489.35

** END OF REPORT - Generated by Todd Hassett **

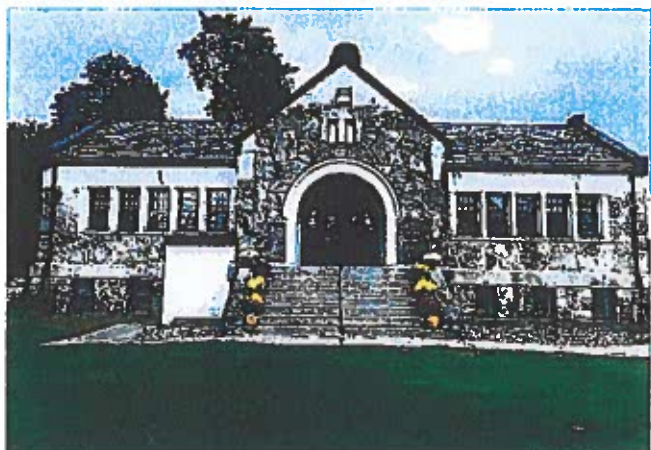
ARTICLE 5: To see if the Town will vote to transfer from available funds in the Community Preservation Fund the following amounts for projects as recommended by the Community Preservation Committee, with each item to be considered a separate appropriation:

Line	Department	Project	Amount	Funding Source
1	Cemetery Commission	Gravestone Repairs	\$ 10,000	Reserve for Historic Resources
2	Historic Commission	Historic Town House Roof Replacement	30,000	\$12,106.62 Reserve for Historic Resources \$17,893.38 Undesignated Fund Balance
3	Park Commission	Jon Pann Park - Engineering and Architectural Plans for Improvements	25,000	\$22,106.62 Reserve for Open Space \$2,893.38 Undesignated Fund Balance
		TOTAL	\$65,000	

or take any other action relative thereto:

Proposed by Community Preservation Committee

ARTICLE #5
COMMUNITY PRESERVATION COMMITTEE



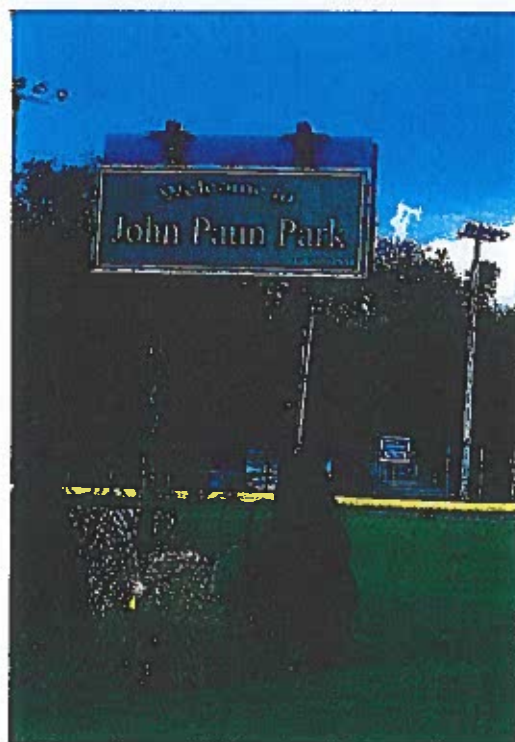
HISTORIC PRESERVATION



COMMUNITY HOUSING



OPEN SPACE



RECREATION

Gravestone Repairs/Thompson Hill Cemetery

Project Description: Repair broken stones and return toppled stones to their bases and foundations.

"This cemetery is currently on our State Inventory of Historic Sites in Lakeville. It is the final resting place of an interesting cross section of once Middleborough's and now Lakeville's notable residents.

Part of our long range plan includes submitting an application for National Historic Register designation for Thompson Hill Cemetery. Proper repairs and preservation of the gravestones is an important aspect for consideration to that end." Brian Reynolds, Chairman; Lakeville Historical Commission

CPA funding request: \$10,000



John Paun Memorial Park Revitalization Plan

Project Description:

The John Paun Park Project has already been years in the making. Last year one of the park commission's capital projects was the demolition of the existing structure at JPP. The building could no longer be used and it was deemed a hazard and needed to be removed. The town administration has already applied for and received ARPA money to bring water onto JPP. The plan is to extend the Taunton water line that already goes to Blueberry estates, which neighbors JPP. Just this spring all of the light poles that surround field 1 and allow teams to play into the cooler summer nights were strength tested. Five of those poles were replaced.

The next step in the project is to have an engineered design of the park done. That design will include: The main structure, which is an handicapped accessible bath house and storage area, an ADA accessible pathway to access it, fixing the drainage issues on field 3, expanding the parking area so cars will no longer have to park on the street, upgrading the lighting on the fields as well as the safety lights in the parking area, replacing the current playground, adding cameras to protect the community and the park from vandalism and creating an ADA accessible park that everyone will feel safe and enjoy spending time in. All of these improvements will be done while respecting the integrity of the park and protecting its fragile ecology.

This engineered design step that we are asking for your help with, has to be completed before the project can go further. The more steps we have completed when we apply for the grant in the spring, the better our chances of receiving the award. If we do not receive the grant this spring, we will reapply for the same grant and others until we are able to proceed.

Funding Requested: The total scope of the revitalization of John Paun Park is large. The funding we are asking the CPC for is the \$25,000 to have the engineered plans for what will become the accessible, safe and enjoyed by all, John Paun Memorial Park.

Funding from other sources & timeline: The total funding for this project will be \$500,000. If we receive your funding, we will begin the engineered park plans in the winter of 2023. We will be applying for a state grant in the spring of 2024 for half a million dollars. If we are awarded this grant, work would start on the JPP project in the spring of 2025.

Historic Town House Roof Replacement

Project Description: In FY 2020, the Town of Lakeville allocated \$30,000 in its capital plan for the replacement of the white cedar shingled roof on the Historic Town House, which was last replaced in 1997. That funding was insufficient to complete the roof replacement using historically accurate materials. In June of this year (2023), the town was awarded a \$30,000 matching grant from the Massachusetts Historical Commission to complete the project.

The estimate on the project is unknown until the architect is able to conduct a full discovery and the quotes come in from a yet-to-be-advertised RFP (Request for Proposal). This application requests funding for a contingency, in the event that \$60,000 is still insufficient to replace the roof and address any structural damage that may be discovered once the work begins. CPA funding would only be expended after the Town's capital allocation and the MHC grant are fully spent.

CPA funding request: \$30,000.





3 Main Street Lakeville, MA 02347
(508) 947-4208 - www.zcellc.com

- Civil Engineering
- Septic Design (Title 5)
- Septic Inspections (Title 5)
- Commercial and Industrial Site Plans
- Chapter 91 Permitting

October 16, 2023

Town of Lakeville
346 Bedford Street
Lakeville, MA 02347
Attn. Mark Resnick Town Planner

RE: Site Plan
John Paun Memorial Park
Vaughn Street
Lakeville, MA

Dear Mr. Resnick:

Please find the attached Professional Services Agreement for the above referenced property. If the proposal is acceptable to you, please sign sheet three on the attached agreement and mail it back to our office.

Should you have any questions regarding this proposal, please do not hesitate to contact this office at 508-947-4208 or email jamie@zcellc.com

Sincerely,
Zenith Consulting Engineers, LLC

A handwritten signature in black ink, appearing to read 'Jamie Bissonnette', is written over a large, stylized, circular scribble.

Jamie Bissonnette, PE
Manager/Senior Engineer

scope of work described in the attached Exhibit A the fee for which shall be listed on Exhibit B.

7. Commencement of Work / Term of Agreement

The Company shall begin work based upon the estimate provided in Exhibit A, provided however, that no work shall commence until the Company receives a fully executed copy of this Agreement with completed Exhibits and any initial payment as required under Exhibit B. The agreement evidenced by this Contract shall continue until the work set forth in Exhibit A is completed unless sooner terminated as provided in Paragraph 10 below. Time is of the essence with respect to this Agreement.

8. Ownership and Use of Documents

Drawings, reports, specifications and other documents, information and reports concerning this project prepared by the Company shall remain the property of the Company. Provided however that the Client shall be permitted to retain copies of any such documents for use by the Client on the project that is the subject of this contract. The Client shall not use such drawings, reports, specifications or other documents on other projects not covered by the scope of work in this contract without the express written consent of the Company.

9. Termination

This agreement may be terminated by either party upon seven days' written notice should the other party substantially fail to perform in accordance with its terms through no fault of the party initiating the termination; or by the Client upon at least seven days' written notice to the Company in the event that the project is permanently abandoned.

Either party may terminate upon seven days' written notice if the other party commits a non-curable default or violation of this agreement, commits a curable default or violation of the Agreement which is not remedied within 10 days after written notice to correct such default, becomes insolvent or has a petition filed against it as bankrupt or insolvent, executes an assignment for the benefit of creditors or has a receiver appointed for any reason.

In the event of termination, the Company shall be compensated for all services performed to termination date, together with all expenses then incurred and all termination related charges and expenses.

10. Relationship Between the Parties

It is expressly understood that in the performances of the services herein, the Company, and the agents and employees thereof, shall act in an independent capacity and as an independent Company and not as officers, employees or agents of the Client. Company shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

11. Indemnification

Company agrees to indemnify, defend, and hold Client harmless from any and all liabilities including, but not limited to, litigation costs and attorney fees that the Client may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Company's willful misconduct or negligent performance of this Agreement.

The Client agrees to indemnify, defend, and hold the Company, its agents, employees, subcontractors, officers, directors of consultants harmless from any and all liabilities including, but not limited to, litigation costs and attorney fees that the Company may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Client's willful misconduct or negligent performance of any duties and responsibilities it is responsible for under this Agreement or for failing to provide information related to the property or project related to the scope of work set forth on Exhibit A.

The Services performed by the Company may deal in some way with oil, hazardous material, pollution or contaminated materials which located in the project area through no fault or action of the Company. The indemnification of the Company, its agents, employees, subcontractors, officers, directors of consultants by the Client shall apply to any and all actions of any nature against the Company related to environmental contamination of the property where the services are being provided by the Company to the Client. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of the Company.

12. Resolution of Disputes / Arbitration.

As a matter of course the parties shall bring problems or potential problems to the attention of each other as soon as possible and

Zenith Consulting Engineers, LLC
Exhibit A

Scope of Work / Client Responsibilities

Name of Client:

Town of Lakeville
346 Bedford Street
Lakeville, MA 02347
Attn. Mark Resnick Town Planner
774-776-4350 – Office
mresnick@lakevillema.org

Project Location:

John Paun Memorial Park
Vaughn Street
Lakeville, MA

Description of services to be provided by the Company:

Task 1: Wetland Delineation - \$1,000

This task includes the subcontracting of a wetland professional to delineate wetland resource areas.

Task 2: Survey - \$6,000

1. Conduct document research at Municipal Offices and at the applicable Registry of Deeds. Review available maps and plans relative to the existing conditions. Assessor's plans, record plans and utility plans will be used to conduct a field investigation to the location of existing property line, utilities, and topography.
2. Conduct an on-the-ground topographic survey to include the following:
Tie into existing property line monumentation, locate the existing buildings, accessory structures, parking areas, wells, major tree line, and topography (in non-wooded area only).
3. Reduce field survey data and prepare existing conditions plan indicating the following:
Approximate property line boundaries with annotation and areas all improvements and features located in the course of the topographic survey topography plotted at a (1) one foot contour interval, with adequate spot elevations.

Task 3: Soil Evaluation for Septic System and Drainage - \$2,500

Perform Soil Evaluation and Percolation Testing in accordance with Title 5 for a Subsurface Sewage Disposal System. (Includes up to (8) eight hours including travel time, anything over (8) eight hours will be billed at \$125/hour) **This includes a backhoe/mini excavator subcontracted for up to 8 hours. This does not include the town perc witness fee or trench permit which have traditionally been waived for town projects.**

Task 4: Site Plan with associated storm water calculations and drainage report. - \$10,500

This task includes the following:

- A. The preparation of an Existing Conditions Plan
- B. The preparation of a Site Layout Plan.
- C. The preparation of a Grading and Drainage Plan.
- D. The preparation of an Erosion Control Plan
- E. The preparation of a Construction Detail Plan
- F. Drainage Improvements including a drainage report
- G. Attendance at two (2) Planning Board meeting

Task 5: Subsurface Sewage Disposal System Design (less than 2,000 gpd) - \$1,500

Preparation of plans in accordance with Title 5 and the Local Board of Health regulations. Preparation of Applications for Disposal Works Construction Permit suitable for filing with the Local Board of Health. **This does not include the town required filing fee(s) which have traditionally been waived for town projects**

Task 6: Notice of Intent filing with Conservation Commission - \$3,500

This includes the preparation of a Notice of Intent and includes one (1) hearing with the local conservation commission. **This includes a state required filing fee along with legal ad and notification to abutters. This does not include the town required filing fee(s) which have traditionally been waived for town projects.**

**Zenith Consulting Engineers, LLC
Exhibit B**

Statement of Fees:

Name of Client:

Town of Lakeville
346 Bedford Street
Lakeville, MA 02347
Attn. Mark Resnick Town Planner
774-776-4350 – Office
mresnick@lakevillema.org

Project Location:

John Paun Memorial Park
Vaughn Street
Lakeville, MA

The Client shall pay the Company fees for the services provided in the Scope of Work as follows:

The Estimated Fee for performance of the anticipated scope of work (Tasks 1, 2, 3, 4, 5, 6 and 7) is Twenty-Five Thousand dollars (\$25,000) not including extras or out of pocket expenses.

Payment Terms.

The fees set forth above shall be paid as follows:

1. Balance of the fees will be billed as they are incurred. Payment is due upon receipt of all invoices, interest will begin to accrue for any amounts not paid within 30 days of the invoice.

Client Liable for All Fees / Expenses.

In addition to the professional fees set forth above, the Client shall always be responsible for all other costs related to the scope of work including, without limitation all fees for obtaining any needed licenses and permits, fees to file documents with a county Registry of Deeds, fees for photocopies and other reproduction of other documents, fees for any equipment necessary to conduct any tests on the property, and all other necessary fees and expenses necessary to complete the project described in the scope of work. The Company is expressly authorized by the Client to add a service fee of up to 15% to cover the Company's administrative expenses on all fees and expenses the Company incurs on behalf of the Client in completing the scope of work. The Company shall provide the Client with reasonable documentation to substantiate the fees and expenses necessary for any project.

River Hawk ENVIRONMENTAL

October 17, 2023
(sent via email)

Community Preservation Committee
346 Bedford Street
Lakeville, MA 02347

Attn.: Michele MacEachern

RE: John Paun Memorial Park - Proposal for Land Survey, Civil Engineering & Permitting Services

Dear Members of the Community Preservation Committee:

River Hawk Environmental, LLC (RHE) is pleased to present this proposal for professional services associated with the design of a septic system, site grading and improved stormwater management system at the John Paun Memorial Park (JPP). In preparing this proposal, RHE reviewed the information available concerning the Site in order to develop a scope of work for the design services.

The estimated cost of our services is \$15,500. Please let me know if you have any questions regarding the proposed scope of work. If you would like to provide authorization for us to proceed, please sign the attached contract and return to me. A countersigned contract will be returned to you for your records.

Sincerely,

River Hawk Environmental, LLC



Robert S. Rego, P.E., LSP
Manager / Senior Engineer

Attachment A - Scope of Work and Proposed Costs
Attachment B - Agreement for Professional Services

Scope of Work and Proposed Costs

Client: Community Preservation Committee
346 Bedford Street
Lakeville, MA 02347

Engineer: River Hawk Environmental, LLC
511 West Grove Street, Suite 301
Middleboro, MA 02346

JOB DESCRIPTION:

Professional services associated with the design of a septic system, site grading and improved stormwater management system at the John Paun Memorial Park (JPP), Vaughn Street, Lakeville.

SCOPE OF SERVICES:

River Hawk Environmental, LLC (RHE) agrees to perform the following:

TASK 1: WETLAND DELINEATION

Wetland resource areas are located throughout portions of the site. RHE will delineate the limits of the wetland resource areas and prepare a delineation report suitable for submission to the Lakeville Conservation Commission.

Proposed Cost for Wetland Delineation. \$1,500

TASK 2: TEST PITS & PERCOLATION TESTS

RHE will conduct an evaluation to determine the appropriate sizing for the proposed site septic system repair. To accomplish this, test pits will be excavated and soil evaluations and percolation tests will be conducted. The soil evaluations and percolation tests will be conducted in the presence of a Town Board of Health Agent.

Note: This task does not include local permitting fees or costs associated with a heavy equipment operator/machine.

Proposed Cost for Wetland Delineation. \$1,000

TASK 3: LAND SURVEY

A property survey will be conducted. Research will be conducted at Municipal Offices and at the County Registry of Deeds. Assessor's plans, record plans and utility plans will be reviewed relative to the existing conditions.

Topographic Survey:

Conduct an on-the-ground topographic survey to include the following:

- Tie into existing property line monuments;
- Locate the existing structures, driveway, wells (if present), major tree line, wetlands and topography; and
- Supplement on-the-ground survey with lidar data from NOAA.

Scope of Work and Proposed Costs

Existing Conditions Plan:

Reduce field survey data and prepare existing conditions plan indicating the following:

- Approximate property line boundaries with annotation and areas;
- All improvements and features located in the course of the topographic survey; and
- Topography plotted at a 1 foot contour interval, with adequate spot elevations.

Land Survey..... \$3,500

TASK 4: PREPARATION OF SEPTIC SYSTEM DESIGN PLANS

Using information obtained during the test pit/percolation test process, and existing conditions plans provided by the surveyors, RHE will design the septic system in accordance with 310 CMR 15.00 (Title 5) and the Local Board of Health regulations. An application for Disposal Works Construction Permit, suitable for filing with the Board of Health, will also be prepared and submitted.

Note: Local permit fees have not been included in the price proposal.

Proposed Cost for Septic Design.. \$2,000

TASK 5: STORMWATER MANAGEMENT DESIGN

In-situ Permeability Testing

This task consists of performance of the necessary in-situ permeability testing required to design the stormwater infiltration system(s). It was assumed that this testing would be completed on the same day the testing was completed for Task 2.

Stormwater Modeling

A comprehensive stormwater management plan will be prepared with supporting calculations for the mitigation of impacts due to stormwater, erosion and sedimentation from the proposed improvements to the park. This task will consist of developing hydrologic models for the storm runoff under existing conditions and under developed conditions. The developed conditions hydrologic model will indicate the size and number of detention basins which will be necessary to meet local, state and federal criteria.

The Stormwater Management Plan will identify the Water Quality Best Management Practices (BMPs) that will be utilized to establish compliance with the MassDEP Stormwater Management Standards (SMS).

Proposed Cost for Stormwater Management Design..... \$2,200

TASK 6: GRADING AND DRAINAGE DESIGN PLANS

RHE's civil engineering team will prepare a plan that shows the proposed layout and grading for the gravel parking lot, sport fields, and proposed stormwater controls.

The cost estimate for this task is based on the assumption that site utilities, including potable water and electricity, will be readily available and, as such, does not include any special provisions for extending public water supply, sewer lines or electrical lines from remote locations to the Site.

Proposed Cost for Grading and Drainage Design Plans..... \$3,300

TASK 7: WETLANDS PROTECTION ACT - NOTICE OF INTENT

This task consists of the preparation and filing of a Notice of Intent (NOI) under the Massachusetts Wetlands Protection Act. This will include preparation of the NOI; abutter research and notification; and preparation for and attendance at a single Conservation Commission hearing. Any permit fees or cost associated with mailing the abutter notices have not been included in the price proposal.

Proposed Cost Wetlands Protection Act - Notice of Intent. \$2,000

ADDITIONAL SERVICES:

Any service not specifically outlined in the Scope of Services for the project is specifically excluded from this agreement, but may be provided by RHE should the need arise. In the event that additional services should become necessary, a Change of Project Work Scope Order must be authorized prior to RHE performing additional services and will be based on the fee schedule provided. The following is a list of services which may be provided, if needed:

- Preparation of a MEPA Environmental Notification Form (ENF);
- Preparation of a MEPA Environmental Impact Report (EIR);
- Geotechnical Engineering;
- Construction layout;
- Any backhoe or heavy equipment work required for project performance;
- Filing/permitting fees which may be required by local or state agencies;
- Preparation of a stormwater pollution prevention plan (SWPPP);
- Any service not specifically stated in the Scope of Services.

SCHEDULE OF SERVICES:

Work will commence upon receipt of the signed proposal. It is estimated that the Existing Conditions Plan will be completed within four (4) weeks of authorization to proceed.

COMPENSATION:

RHE and the CLIENT agree that compensation for the performance of this anticipated scope of work (SOW) will be Fifteen Thousand Five Hundred Dollars (\$15,500). If additional services are required beyond the SOW, those services will be billed on a time and materials basis in accordance with Attachment B. Subcontractor invoices are billed at cost plus 15% service fee.

This AGREEMENT is made by and between River Hawk Environmental, LLC, herein referred to as RHE, and Community Preservation Committee, 346 Bedford Street, Lakeville, MA 02347, herein referred to as the CLIENT.

The CLIENT and RHE agree as follows:

1. SERVICES

RHE will provide to the CLIENT the services as set out in ATTACHMENT B to this AGREEMENT.

2. COMPENSATION

The CLIENT will pay RHE for these services in accordance with ATTACHMENT A to this AGREEMENT.

3. CLIENT'S RESPONSIBILITIES

The CLIENT shall provide full information regarding the requirements for the PROJECT and access to the PROJECT site. The CLIENT shall designate an authorized representative with full authority to act for the CLIENT. The CLIENT shall furnish all legal notices, permits and licenses required of the CLIENT. The CLIENT shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of RHE's services.

The CLIENT recognizes that RHE may perform additional services, do additional work and incur expenses as a result of claims made by other parties related to the project. The CLIENT will pay RHE for these services, work and expenses, including but not limited to attorney fees and expenses, whether or not RHE is a named party.

4. PAYMENT TERMS

RHE will prepare a bill periodically which shall set forth professional charges, and other charges. The "amount due" is due upon receipt of the bill. All amounts not paid within thirty (30) days after the bill's mailing date shall bear an additional charge of one and one-half percent (1½%) per month calculated from the time of the initial issuance of the invoice. Whenever the account is past due more than sixty (60) days after bill mailing, RHE may suspend any further work or document delivery called for by this AGREEMENT until such account is made current. The fact that RHE may continue to work beyond the time during which it may have suspended the work shall not be deemed to be a waiver of its rights hereunder. The CLIENT shall be responsible and shall pay RHE for all costs, including attorney fees incurred as a result of the collection of any overdue balances. Advance payment shall be applied to the last charges on the PROJECT.

Payment shall be made to RHE, Inc. and forwarded to:

River Hawk Environmental, LLC
511 West Grove Street
Middleboro, MA 02347

5. PERFORMANCE

RHE will perform its services for this AGREEMENT with that degree

of skill and care normally exercised by recognized professional firms performing services of a similar nature. RHE specifically disclaims, and Client waives, any expressed or implied standards, guarantees or warranties, including warranties of merchantability and fitness for a particular purpose, customer usage or otherwise as to any services which are the subject of this AGREEMENT.

6. INSURANCE AND LIMITATIONS

RHE will maintain statutory workman's compensation insurance, general liability insurance, auto liability insurance and professional liability insurance all as may be reasonably available in the insurance market.

RHE's liability for damages, resulting from Professional Services errors and omissions will be limited to a sum not to exceed \$50,000 or RHE's fee, whichever is greater. Notwithstanding the foregoing, said limitation shall not apply to the extent that any such damages shall be covered by RHE's professional liability insurance.

This limitation will apply regardless of the form of action, whether contract or tort, including without limitation negligence. In no event will RHE be liable for any damages resulting from lost profits, lost data or use, indirect, incidental or consequential damages.

In the event the CLIENT makes a claim against RHE under Article 10 below, and the CLIENT fails to prove such claim, then the CLIENT shall pay all reasonable charges for RHE work, costs and expenses incurred by RHE in defending itself against the claim, including reasonable attorney fees.

7. CONTAMINATED MATERIALS

The Services performed by RHE may deal in some way with oil, hazardous material, pollution or contaminated materials which were on the Site, study area or related area through no fault or action of RHE. Therefore, the CLIENT agrees to defend, indemnify and hold harmless, RHE, subsidiaries, consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct, indirect, incidental, and consequential damages, economic loss, lost profit or opportunity, pollution and environmental impairment and natural resource damages including but not limited to fees, charges of attorneys, and court and arbitration costs, directly or indirectly caused by or incident to the toxic or hazardous properties of substances or materials and/or arise out of any state or federal statute relating to toxic or hazardous materials or substances, and/or arise directly or indirectly out of or result from any professional services, report, data, LSP opinion or assessment furnished by RHE, subsidiaries, its employees, agents and subcontractors under this AGREEMENT. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of RHE. Unless required by code or statute, environmental samples shall remain

the property of and will be returned to the CLIENT.

8. OWNERSHIP AND USE OF DOCUMENTS

Drawings, Reports, Specifications and other Documents as Instruments of service are and shall remain the property of RHE. The CLIENT shall be permitted to retain copies, including reproducible copies of Drawings, Reports, Specifications and other Documents for information and reference in connection with the CLIENT'S use and occupancy of the PROJECT. The Documents shall not be used by the CLIENT on other projects, for additions to this PROJECT, or for completion of this AGREEMENT, except by agreement in writing and with appropriate compensation to RHE.

9. RESPONSIBILITY FOR CONSTRUCTION COST

Evaluations of the CLIENT'S Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost and other project cost data, if any, prepared by RHE represent RHE's best judgment as a design professional familiar with the construction industry. Neither RHE nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, RHE cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the CLIENT, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by RHE.

10. ARBITRATION

All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, which cannot be immediately resolved between the CLIENT and RHE, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT.

The demand for arbitration shall be made within a reasonable time and in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

11. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by either party upon seven days' written notice should the other party substantially fail to perform in accordance with its terms through no fault of the party initiating the termination; or by the CLIENT upon at least seven days' written notice to RHE in the event that the project is permanently abandoned.

Either party may terminate upon seven days' written notice if the other party commits a non-curable default or violation of this AGREEMENT, commits a curable default or violation of the AGREEMENT which is not remedied within a designated time period, becomes insolvent or has a petition filed against it as bankrupt or insolvent, executes an assignment for the benefit of

creditors or has a receiver appointed for any reason.

In the event of termination, RHE shall be compensated for all services performed to termination date, together with Reimbursable Expenses then incurred and all termination related charges and expenses.

12. MISCELLANEOUS PROVISIONS

This AGREEMENT is to be governed by the laws of the state of Massachusetts, without regard to those laws relating to conflict of laws.

Waiver by either party of any of its rights or remedies or of any breaches by the other party under this AGREEMENT in a particular instance shall not be considered as a waiver of the same or different rights, remedies or breaches in subsequent instances.

Each party shall not transfer, pledge or assign this AGREEMENT or any rights or obligations hereunder, without first obtaining in each instance the prior written consent of the other.

This AGREEMENT represents the entire and integrated agreement between CLIENT and RHE and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CLIENT and RHE.

13. COMMENCEMENT OF SERVICES

RHE shall not begin work until RHE has received a fully executed contract and any advance payment specified in Attachment B or subsequent addendums.

14. MASSACHUSETTS LICENSED SITE PROFESSIONAL

Certain services performed under this Agreement may require an opinion of a Licensed Site Professional ("LSP") licensed pursuant to Massachusetts General Laws c.21E. The LSP is bound by certain rules of professional conduct established under M.G.L. c.21E, and specifically 309 CMR 4.00. The Client agrees to cooperate fully with the LSP in his/her rendering of any LSP opinion and in all matters required to be undertaken in connection with this work. Client recognizes and acknowledges that an LSP is under obligation to report to the Client certain information which may be discovered during the course of the work, and to report such information to appropriate governmental agencies in the event that, in the LSP's opinion, the Client does not comply with any applicable federal, state or local environmental or related law, regulation, rule or administrative policy. In addition to Client's indemnification obligations pursuant to Section 7 hereof, Client indemnifies, holds harmless and agrees to defend RHE, subsidiaries and any individual LSP rendering an opinion in connection with this work for all actions which may be initiated against the LSP, RHE, its subsidiaries or the Client for the Client's failure to comply with all applicable laws or with the recommendations of the LSP. Client further agrees that, except for bad faith or reckless disregard by the LSP of his professional obligations, Client's rights and remedies against an LSP will be limited to the filing of a complaint with the LSP licensing board pursuant to 309 CMR 7.00, and the Client waives and releases all other rights and remedies the Client may have against an LSP.

This **AGREEMENT** is effective on the last signed date.

CLIENT:

Community Preservation Committee
346 Bedford Street
Lakeville, MA 02347

shell42880@gmail.com

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SERVICE PROVIDER:

River Hawk Environmental, LLC
511 West Grove Street, Suite 301
Middleboro, MA 02347
(781) 536-4639

brego@riverhawkllc.com

SIGNATURE: _____

NAME: Robert Rego

TITLE: Sr. Engineer/Manager

DATE: _____

FEE SCHEDULE

Compensation to River Hawk Environmental, LLC will be in accordance with River Hawk Environmental, LLC's current Standard Rates:

	<u>PER HOUR</u>
Principal.....	200.00
Chief Engineer.....	160.00
Licensed Site Professional.....	135.00
Senior Engineer.....	155.00
Senior Geologist.....	135.00
Chief Surveyor.....	125.00
Senior Project Engineer.....	110.00
Senior Surveyor.....	110.00
Project Manager.....	135.00
Project Surveyor.....	85.00
Project Engineer/Geologist.....	85.00
Environmental Scientist I.....	85.00
Surveyor.....	75.00
Geologist/Engineer.....	75.00
Environmental Scientist.....	75.00
Engineer/Scientist/Geologist Technician I.....	65.00
Surveying Technician.....	65.00
CAD Operator.....	65.00
Technician V.....	60.00
Technician IV.....	55.00
Technician III.....	50.00
Technician II.....	45.00
Technician I.....	40.00

The standard rates are subject to change.

Technicians I thru V include field geologists, sampling technicians, field technicians, and support staff.

- 1) Incurred expenses including but not limited to telephone calls, travel, lodging, subsistence, printing costs, computer use, stakes, monuments, and other project-related costs are billed to the CLIENT at actual costs, plus 15%.
- 2) Outside services procured and coordinated by River Hawk Environmental, LLC are charged at cost plus 15%.
- 3) Work in excess of 8 hours per day and/or 40 hours per week, where required for non-salaried employees, is charged at 1½ times the standard rate.

- 4) All time for the field work is calculated and charged from the time the Field Crew(s) leave their office(s) to the time they return. There is a minimum of four (4) hours charged for any project requiring field work.
- 5) When necessary for the Field Crew(s) to set up on heavily traveled roads or any State Highway, police protection will be secured and the charges billed directly to the CLIENT.
- 6) Court appearances, testimony and oral depositions are charged at two times standard rates. Time expended for preparation of written depositions and affidavits is charged at 1½ standard rates. Preparation for testimony is charged at standard rates. A minimum of four (4) hours will be charged for oral depositions and court appearances or testimony.
- 7) In an effort to keep the CLIENT informed, River Hawk Environmental, LLC has given the CLIENT an estimate of charges which are not a limit on River Hawk Environmental, LLC's compensation, but rather a guide for River Hawk Environmental, LLC and for the CLIENT's budgeting program. River Hawk Environmental, LLC will notify the CLIENT if and when River Hawk Environmental, LLC believes additional effort will be required to perform a River Hawk Environmental, LLC assignment. River Hawk Environmental, LLC will also include a description of the changing circumstances which River Hawk Environmental, LLC believes to be the basis for the additional effort. This budget estimate and any additions or reductions in the budget are not limits on River Hawk Environmental, LLC compensation. The CLIENT will compensate River Hawk Environmental, LLC for work performed for the CLIENT according to the above contract terms.
- 8) There is a fee of \$25 for all returned checks.