



Stantec Consulting Services Inc.
400 Crown Colony Drive Suite 200, Quincy MA 02169-0982

October 3, 2018
File: Milton Peer Review

Attention:

Mr. William Clark
Director of Planning and Community Development
Town Office Building
525 Canton Avenue
Milton, MA 02186

Dear Mr. Clark,

**Reference: 54-unit Townhouse Development, Adult Residential, off Canton Avenue, Milton, MA
Peer Review of Stormwater Management Submittals**

Per your request, we are submitting this proposal to provide stormwater and traffic engineering peer review services relative to the above project. The proposed scope of services is intended to support you in your evaluation of the proposed residential development.

Project Description

The Project will entail the construction of a 54-unit Townhouse development, restricted to residents over age 55, to be located off Canton Avenue, in Milton, Massachusetts. The existing Site is about 47-acres in size, predominantly upland, with a small intermittent stream located within a man-made channel lined with high stonewalls that flows through the site in a northerly direction towards Carberry Lane. A substantial amount of re-grading is proposed; and it appears that the proposed stormwater management plan will rely almost exclusively on the recharge of rainwater runoff, as collected from rooftops, roadways, and driveways. Multiple infiltration systems are proposed (subsurface chambers, bioretention basin, open infiltration basin, rain gardens) with pretreatment in advance of infiltration.

Scope of Services

Stormwater Peer Review

Stantec will provide the Town, through submittals to your department, engineering peer review of (1) the proposed drainage system (as depicted in the civil site plan & profile drawings), and (2) the proposed stormwater management system (as depicted on civil/site plans and as supported by the engineer's stormwater management reports). Our cursory review of the applicant's project plans and stormwater reports finds them to be reasonably complete. In addition to hydrological analysis and report, the stormwater submittals include documentation for compliance with the Massachusetts Stormwater Policy, including a Long-Term Pollution Prevention Plan and Operation & Maintenance Plan, and a Construction Phase Operation & Maintenance Plan (for erosion



October 3, 2018
Page 2 of 4

Reference: 54-unit Townhouse Development, Adult Residential, off Canton Avenue, Milton, MA Peer Review of Stormwater Management Submittals

control during construction). It does not appear that a Stormwater Pollution Prevention Plan (SWPPP)¹ has yet been submitted.

Traffic Peer Review

Stantec will provide the Town, through submittals to your department, an engineering peer review of the traffic study for the development submitted to the Town. Stantec staff will review the report's content, including assumptions, methodology, and reasonableness of the study's analyses and conclusions. Stantec will visit the site to confirm sight distance measurements and observe traffic conditions in the study area. Finally, a review of the site plan will be undertaken to review site circulation and parking layout.

FEE

Stantec proposes to provide the services described above on a Time and Expenses basis in accordance with our current labor rates and with an estimated budget of \$19,941. Our estimated budget by task is provided below.

Task #	Description	Activity	Estimated Hours	Estimated Fee
1	Stormwater Design Review	Site reconnaissance visit; review drainage and grading plans and engineer's Stormwater Management Report. Check for completeness and consistency with accepted engineering practices, check for compliance with the Mass. Stormwater Policy and the Town of Milton Stormwater Bylaw requirements. One initial review is assumed. A fee addendum will be required for follow up reviews to address Town and Applicant questions and responses to Stantec's first review letter.	32	\$4,712
2	NPDES Compliance Review	Review erosion control plans and construction phasing plans; and review proposed long term pollution prevention and stormwater system O&M and management plans (i.e. proposed action plans for periods during and after construction).	14	\$2,062
3	Review Letter to the Town	Prepare 1 comment letter for review by the Town of Milton staff, with recommendations, where	12	\$1,767

¹ A SWPPP will be required by the United States Environmental Protection Agency (EPA) under their NPDES Construction General Permit Program for land disturbance greater than one (1) acre.



October 3, 2018
Page 3 of 4

Reference: 54-unit Townhouse Development, Adult Residential, off Canton Avenue, Milton, MA Peer Review of Stormwater Management Submittals

		appropriate, for revisions to the plan to ensure compliance with accepted performance standards. A fee addendum will be required for any subsequent peer review letters to address Town and Applicant questions and responses		
4		Site reconnaissance visit; review the traffic design content, including assumptions, methodology, and reasonableness of the study's analyses and conclusions. Stantec will visit the site to confirm sight distance measurements and observe traffic conditions in the study area. Finally, a review of the site plan will be undertaken to review site circulation and parking layout.	45	\$7,950
5	Attend One (1) Meeting	Participate in two (2) conference call and attend two (2) night meeting with the Town.	15	\$3,150
	Expenses	Mileage charges /Miscellaneous Expenses		\$ 300
TOTALS			58	\$19,941

PROJECT SCHEDULE

We are prepared to begin work on this project immediately upon receiving authorization to proceed.

QUALIFICATIONS

I would serve as your project manager and be the lead review engineer for this assignment. I bring over 25 years of experience to this assignment, with a strong background managing environmental, civil, stormwater, and permitting projects, including peer reviews, for New England municipalities.

As part of this review, I will likely be assisted by other qualified and experience engineers here in Quincy, and therefore our fee proposal above is based on an assumed average billing rate for me



October 3, 2018
Page 4 of 4

Reference: 54-unit Townhouse Development, Adult Residential, off Canton Avenue, Milton, MA Peer Review of Stormwater Management Submittals

and the other staff.

Thank you for contacting Stantec regarding this opportunity. This agreement is subject to the attached standard terms and conditions. If you have any questions regarding this proposal, please do not hesitate to contact us. We look forward to working with you.

Regards,

STANTEC CONSULTING SERVICES INC.

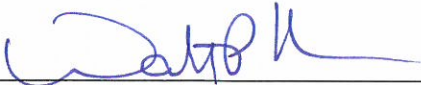
Walter Heller, P.E.
Senior Associate
Phone: (617) 786-7960
Fax: (617) 786-7962
Walter.Heller@stantec.com

Client Authorization:

Mr. William Clark

Date

Stantec Authorization:



Walter Heller, P.E., Senior Associate



Dennis W. Reip, P.E., Principal

Attachment: Terms and Conditions

c. Mark Bartlett

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any



such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.