

**June 27, 2017
Medway Planning and Economic Development Board
155 Village Street
Medway, MA 02053**

Executive Session

Members	Andy Rodenhiser	Bob Tucker	Tom Gay	Matt Hayes	Rich Di Iulio
Attendance	X	X	X	X	X

ALSO PRESENT:

Gino Carlucci, PGC Associates
Steve Bouley, Tetra Tech
Amy Sutherland, Recording Secretary
Michael Boynton, Town Administrator
Dave D'Amico, Director of Public Services

The Board convened in Executive Session for Exemption 3: to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. Pertains to default and bond seizure for the Pine Ridge, Candlewood and Island Road residential developments. A series of documents were provided to the Board. (**See Attached**)

Town Administrator Michael Boynton indicated that the resolution agreement has not changed from the previous meeting. If there is a resolution, the funds will be released immediately and will be held by the Department of Public Services until the work is done to the satisfaction of the Department of Public Services.

It will be up to the Conservation Commission to address the enforcement order.

The Town Administrator had a document prepared with the originals signed by John Claffey and Pine Ridge LLC with both entities with zero assets at this point. This was verified by Town Counsel who drafted the resolution.

The Town Administrator is comfortable with the proposed resolution.

Member Tucker does not believe the work will be completed since there has been nothing done over the last 10 years.

There was a question about the cost estimates for work provided in the packet. The estimates were compiled by Patriot Realty - Paul Yorkis. There was no references to finishing the crack sealing. The punch list from DPS references that crack sealing will be completed.

The Town Administrator indicated that this resolution can be voted on in open session.

Dave D’Amico noted that the crack sealing is for candlewood.

The Town Administrator will make the Attorney’s letter available during open session for those interested.

The work will need to be completed by August 31, 2017.

On a motion made by Matt Hayes and seconded by Bob Tucker, the Board voted by roll call vote to exit out of executive session to go into open session to conduct the regularly scheduled meeting.

Roll Call Vote:

Tom Gay	aye
Bob Tucker	aye
Matt Hayes	aye
Rich Di Iulio	aye
Andy Rodenhiser	aye

The executive session ended at 7:19 pm.

Respectfully Submitted,



Amy Sutherland
Recording Secretary

JEPSKY & SACK
ATTORNEYS AT LAW

WILLIAM D. SACK
ANDREW S. JEPSKY
KATHLEEN A. ELIA

1000 FRANKLIN VILLAGE DRIVE
SUITE 102
THE EXECUTIVE CENTER
FRANKLIN, MA 02038
TEL: (508) 520-3300
FAX: (508) 528-6069
EMAIL: closings@jepskysack.com

June 23, 2017

Town of Medway
Planning and Economic Development Board
155 Village Street
Medway, MA 02053

RE: Pine Ridge and Candlewood Drive Sureties

Dear Board Members:

This letter shall serve as a request for a modification of the original terms and conditions of the release of two surety accounts regarding the above-referenced property.

This proposed modification is based on the June 6, 2017 letter to the Medway Planning & Economic Development Board from David D'Amico, Director of the Department of Public Services, attached hereto, and final quotes for the cost of all work set forth in the revised punch list attached to said letter. The proposal also reflects the fact that the Fire Department at this time, approximately eleven years after approval of the Pine Ridge OSRD plan, now prefers the acquisition of a fire vehicle over completion of the emergency access connection, because the emergency access connection, if completed as originally designed, will no longer support the newer, heavier fire vehicles. This proposal also includes the preparation of as-built plans and a large contribution by Developer, Pine Ridge Drive, LLC, (hereinafter referred to as "Pine Ridge") over the surety amount held by the Town.

Pine Ridge will cause the work detailed below to be completed in a professional, workmanlike manner by the subcontractors listed on or before August 31, 2017, weather permitting and barring unforeseen circumstances or the occurrence of a force majeure that may result in a delay.

No funds shall be released to Pine Ridge from the surety accounts until such time as all work detailed below is completed to the satisfaction of the Department of Public Services. However, the sum of \$53,000.00 may be released from the surety accounts to the Town of Medway forthwith upon approval of this modification as follows:

1. \$48,000.00 for the purchase of a fire vehicle; and
2. \$5,000.00 as a contribution to a sidewalk fund.

Upon approval of the work by the Department of Public Services, the Planning and Economic Development Board shall vote and shall release the remaining balance of the surety accounts to Pine Ridge or nominee. Pine Ridge shall cause the following work to be completed at its sole cost and expense:

CANDLEWOOD DRIVE, ISLAND ROAD AND DETENTION BASIN

Vin Boczanowski	(Complete DPS punch list, except for crack seal roads and sidewalks, and mill & overlay trenches 1-8 as covered by the Lorusso work, and shall also excludes as-built plans)	\$ 8,200.00
Vin Boczanowski	(Complete work in Detention Basin)	\$ 9,000.00
Lorusso Corporation	(see invoice for description of work)	\$14,975.00
Contingency for cost overrun		\$ 1,000.00
McClure Engineering	(as built plans)	<u>\$ 4,050.00</u>
TOTAL		\$37,225.00

PINE RIDGE

Vin Boczanowski	(re-clear walking path and post markers per letter from consulting engineer)	\$ 1,000.00
The Line Smith	(striping per letter from consulting engineer)	\$ 100.00
McClure Engineering	(as built plans)	<u>\$ 6,725.00</u>
TOTAL		\$ 7,825.00

TOTAL FOR WORK **\$43,500.00**

TOTAL SURETY AMOUNT HELD BY TOWN OF MEDWAY **\$79,067.97**

LESS \$53,000 TO BE RETAINED & EXPENDED BY TOWN PER ABOVE ITEMS:
(Remaining Balance Due to Pine Ridge or nominee (approximately \$26,067.97) Upon Completion and Town Approval of Work Contained As Stipulated Herein.)

Upon approval of the above-referenced work by the DPS and final release by the Planning Board, all enforcement action by the Town against Pine Ridge and Mr. John Claffey will end.

This proposal assumes the following:

1. No additional fees will be assessed to the Applicant (Pine Ridge or Mr. Claffey) for work to be completed under the expired Order of Conditions (DEP #216-0726) and for the filing of a Request for Certificate of Compliance associated with such work in order to close the Order of Conditions

DEP #216-0726. The Conservation Agent agrees to issue an (Amended) Enforcement Order to authorize any unfinished work under DEP #216-0726 and for the removal of organic and non-organic material in jurisdictional areas (as previously cited by the Agent in an Enforcement Order). The work under the (Amended) Enforcement Order will allow for maintenance of the existing stormwater management system as needed. This will include seeding of any disturbed area with an erosion control mix once completed. John Claffey will request a Certificate of Compliance from the Conservation Commission which shall not be unreasonably withheld.

2. The Walking Path on the Open Space Parcel shall be re-cleared. Following inspection by the Planning & Economic Development Board, the Open Space parcel shall be approved for transfer to the Town. No further action shall be required from Pine Ridge except for the execution of a deed in order to transfer said parcel to the Town.

3. Following satisfactory inspection by the Department of Public Services, the Department will recommend acceptance of the roads.

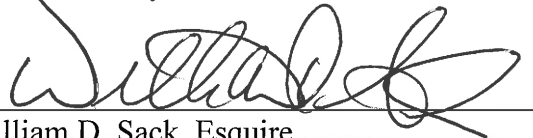
4. No legal fees are to be paid by Pine Ridge or John Claffey.

5. No additional fees are to be paid by Pine Ridge or John Claffey for future inspections.

6. The "as built" plans to be prepared by McClure Engineering will be final upon submittal.

We believe that this proposal represents the best outcome for the Town and the local residents for an admittedly not ideal situation. We sincerely hope that you share our opinion and that this request for a modification will be granted. Please do not hesitate to contact our office should you have any questions or concerns.

Very truly yours,
Pine Ridge Drive, LLC
By Its Attorney:



William D. Sack, Esquire
Jepsky & Sack
1000 Franklin Village Drive
Suite 102
Franklin, MA 02038

Pine Ridge Drive, LLC hereby accepts the terms and conditions of the work to be performed herein and further assents to the release of the monies held in the Town of Medway surety account pursuant to the terms and conditions contained herein.

Date: _____

Pine Ridge Drive, LLC
By:

John F. Claffey, Manager

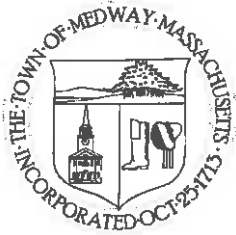
Clafco Builders Corporation hereby assents to the release of the monies held in the Town of Medway surety account pursuant to the terms and conditions contained herein.

Date: _____

Clafco Builders Corporation

By:

John F. Claffey, President & Treasurer



TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

To: Medway Planning & Economical Development Board

Date: June 6, 2017

Subject: Candlewood Dr. & Island Rd. Punch List / Acceptance

Department of Public Services staff have been working in conjunction with Mr. Claffey and Mr. Yorkis on the above subject roadways. The goal has been to identify the key elements that need to be completed for the Town to accept the roads. This is not intended to be a comprehensive list as would be required for a new development. Instead, we seek to determine those items that will stabilize the roads and associated infrastructure and allow them to operate properly for another decade or more without major incident. In the case of Candlewood Dr. and Island Rd., we believe this to be a prudent course of action.

Attached is a revised punch list that we feel, if completed this year, will meet the stated objective. Also included are some marked up plans and photos to help define the scope of work. The Department would expect to continue to work with the developer and his contractors for inspections and approvals, as needed, as the work progresses. Should the work be completed to the satisfaction of the Department and in a timely manner, we would recommend that both roads be accepted by the Town. Such a recommendation, as always, would merely be in connection with the road construction and not encompass any other aspect of the street acceptance process.

Please let me know if this meets with your satisfaction or if you would like to proceed in any other manner.

Sincerely,

David D'Amico, Director

xc: John Claffey, Developer
Paul Yorkis, Developer's Representative
Michael Boynton, Town Administrator
Stephanie Mercandetti, Economic Development Director
Barry Smith, DPS Deputy Director
Jack Tucker, Highway Superintendent

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

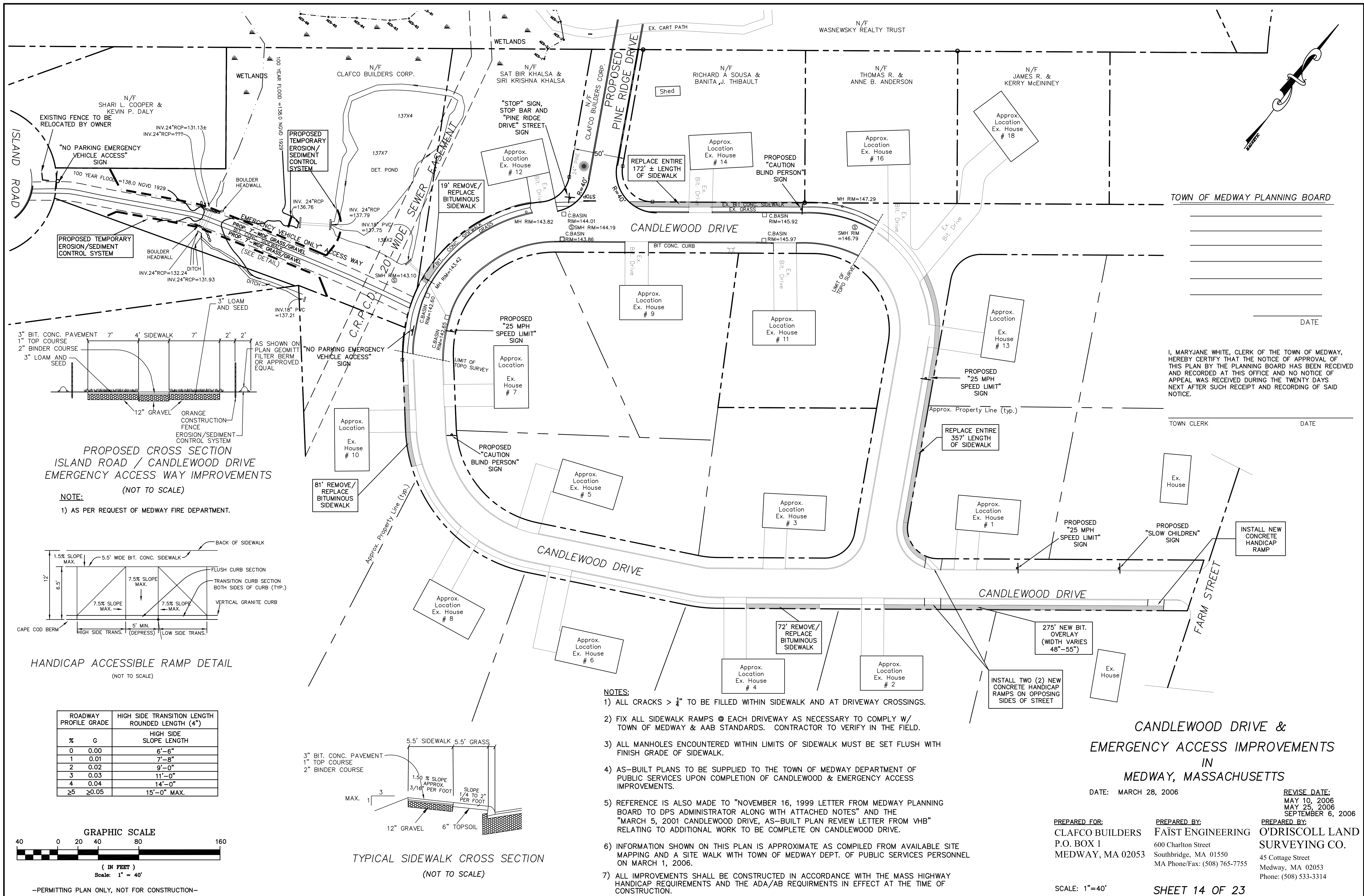
TOWN OFFICES | 45B HOLLISTON STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

Candlewood Drive Street Acceptance Improvements

- Crack seal road surface throughout road limits.
- Podge bricks of Catch Basin structures. (Catch Basin numbers 1,2,5,8,9*,12,13,16)
*Cement outside of frame
- Fill & Patch Sinkhole
- Mill & overlay cross trenches. (Numbers 1-8)
- Podge lift holes (Catch Basin 16)
- Build Invert on Drain 2.
- Cement around pipes (Drain 8, Catch Basins 13,15)
 - Note: Cellar drains into Catch Basins 10,11,13 & Drain 11
 - Note: Surveyor to plot all utilities on plan, as built.

Island Road Street Acceptance Improvements

- Cement podge Catch Basin collar (Catch Basins 1,2, Drain 1)
- Cement pipe connections (Catch Basins 1,2, Drain 1)
- Podge entire structure (Catch Basin 3)
- Crack seal entire street and sidewalks.
- Replace sewer covers with covers that say "SEWER" (Sewers 1,2,4)
- Replace street sign.



Candlewood Drive

Candlewood Drains

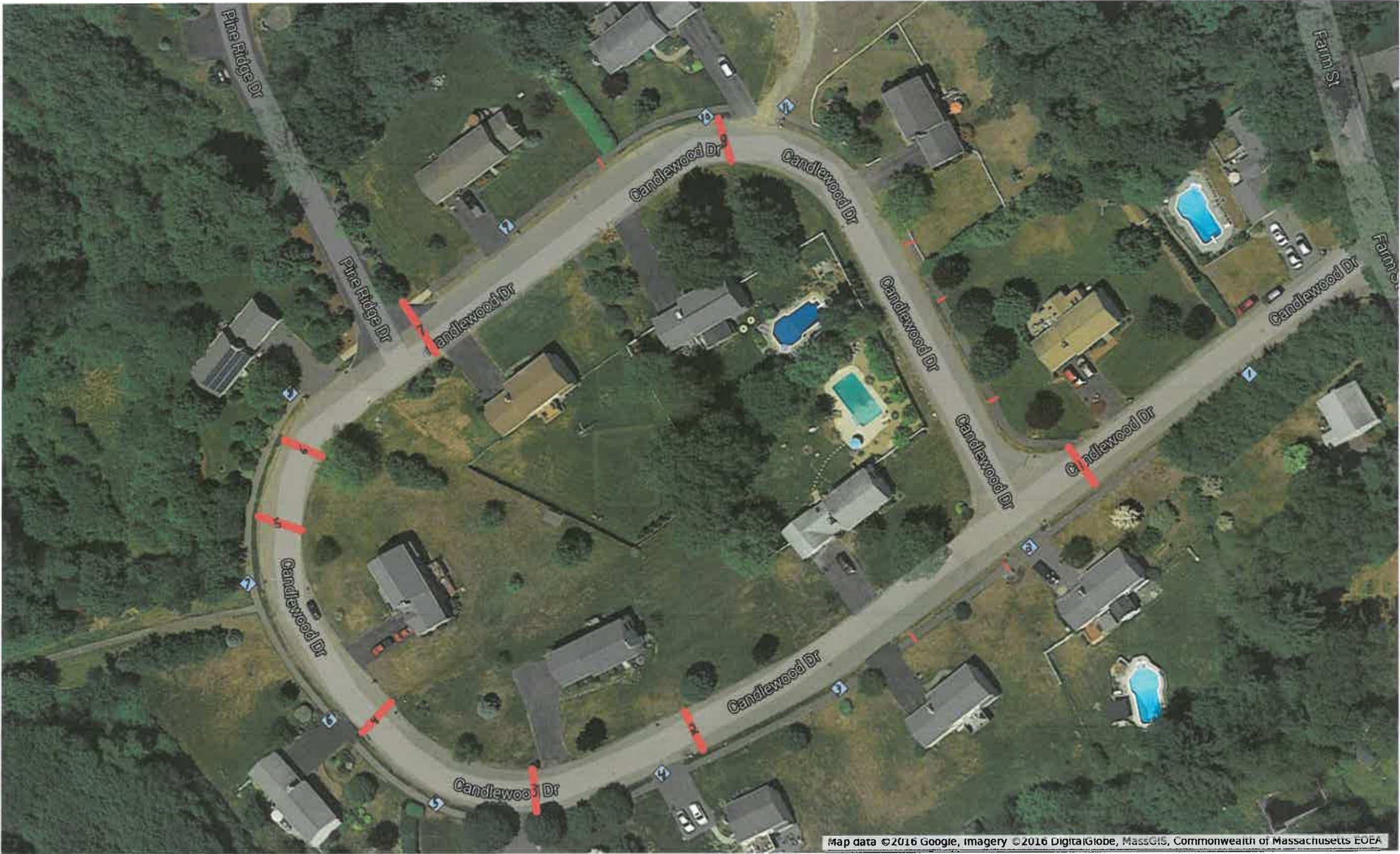
- Drain 1
- Drain 2
- Drain 3
- Drain 4
- Drain 5
- Drain 6
- Drain 7
- Drain 8
- Drain 9
- Drain 10
- Drain 11

Candlewood Trenches

- Trench 1
- Trench 2
- Trench 3
- Trench 4
- Trench 5
- Trench 6
- Trench 7
- Trench 8

Candlewood Sidewalk Patch

- Patch 1
- Patch 2
- Patch 3
- Patch 4
- Patch 5
- Patch 6



Candlewood Drive

Candlewood Basins

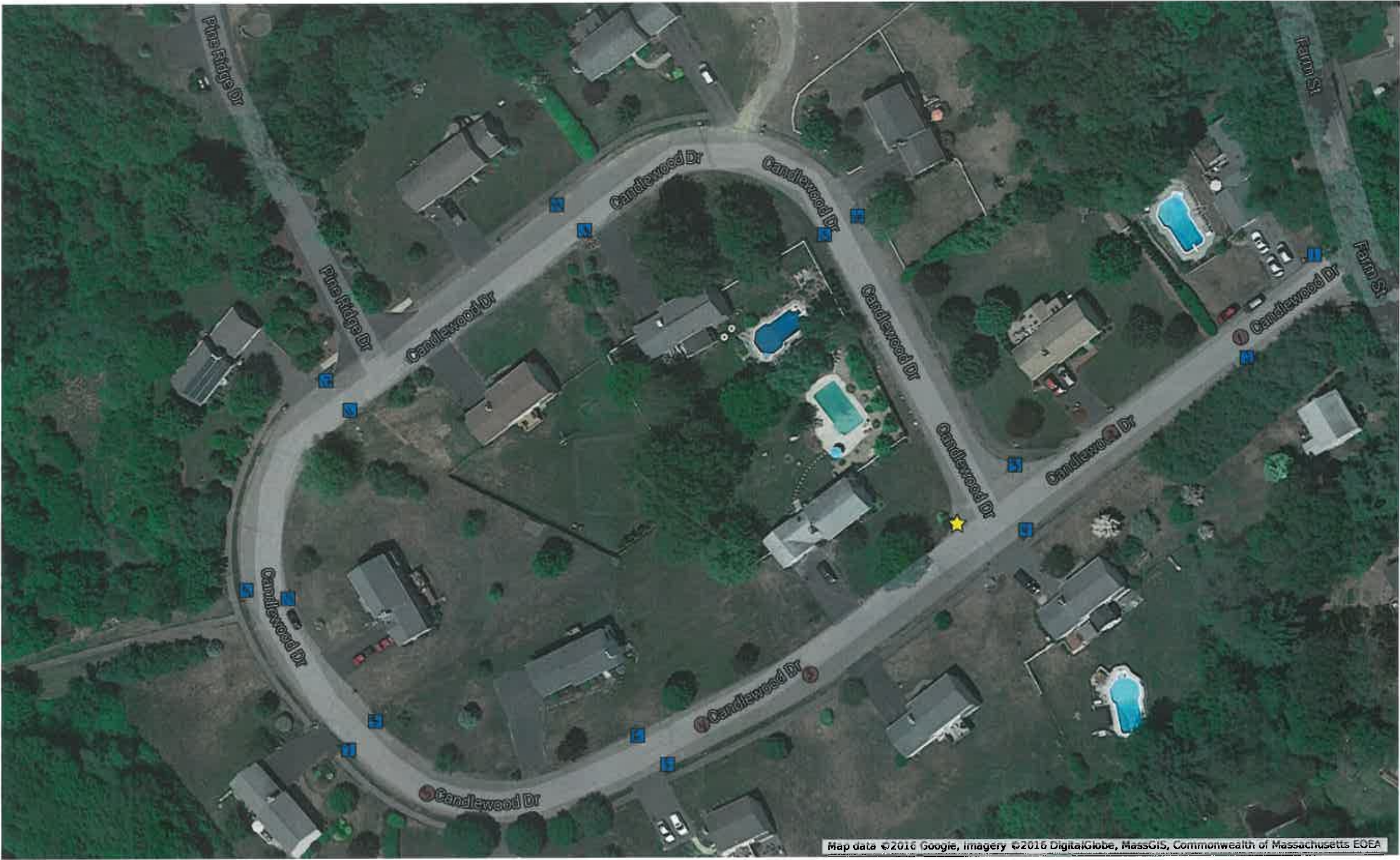
- Basin 1
- Basin 2
- Basin 3
- Basin 4
- Basin 5
- Basin 6
- Basin 7
- Basin 8
- Basin 9
- Basin 10
- Basin 11
- Basin 12
- Basin 13
- Basin 14
- Basin 15
- Basin 16

Candlewood Sewer

- Sewer 1
- Sewer 2
- Sewer 3
- Sewer 5
- Sewer 4

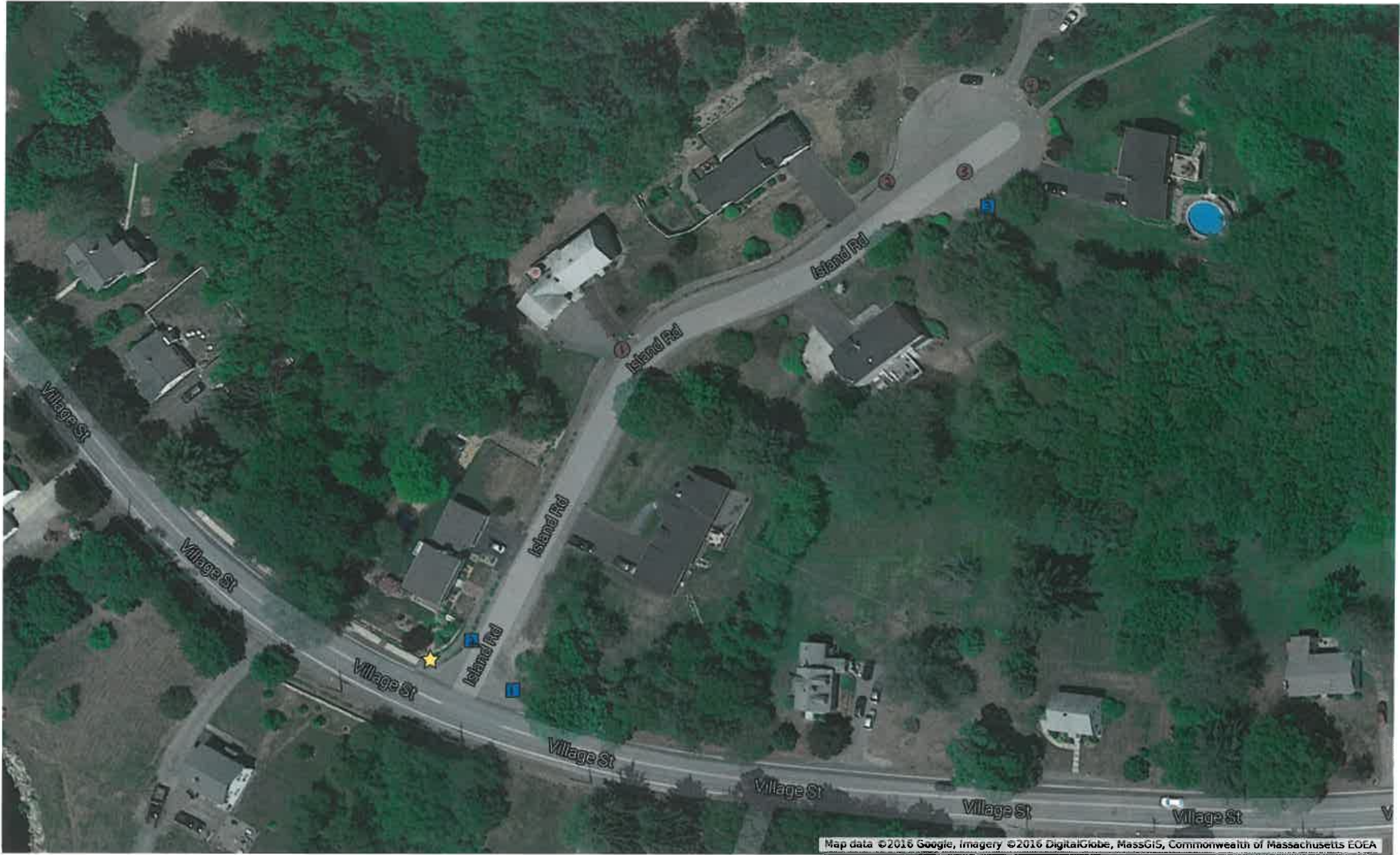
Candlewood Misc.

- Sinkhole



Candlewood Drive/Island Road

- Island Basins
- Basin 1
 - Basin 2
 - Basin 3
- Island Sewer
- Sewer 1
 - Sewer 2
 - Sewer 3
 - Sewer 4
- Island Misc.
- Street Sign



VIN BOCZANOWSKI

Construction- Excavating

17 Highland St.

Medway Ma. 02053

(508-533-2152) (CELL 580-735-5002)

5/5/17-----

est;

PINE RIDGE LLC

PO BOX 1

MEDWAY MA 02053

jobsite;

CANDLEWOOD DR.

ISLAND RD.

SCOPE OF WORK; SEE ATTACHED SHEET AS PER TOWN OF MEDWAY

COMPLETE LIST EXCEPT FOLLOWING ITEMS TO BE DONE BY OTHERS

- A. AS BUILD PLAN
- B. CRACK SEAL STREET & SIDEWALK
- C. MILL & OVERLAY TRENCHES 1-8

LIST WILL BE COMPLETED FOR THE SUM OF..... \$8,200.00

DETENTION BASIN

REMOVE & DISPOSE OF BRUSH & GRASS CLIPINGS

CUT & REMOVE TREES IN FLOOR OF BASIN

*SMALL EXCAVATOR WILL BE USED IN BASIN AREA

RE- SEED DISTURBED AREAS..... \$9,000.00

TOTAL..... \$17,200.00



Lorusso Corporation

3 Belcher Street
Plainville, MA 02762
Tel: (508) 695-3252
Fax: (508) 699-0724

To:	Patriot Real Estate	Contact:	Paul Yorkis
Address:	159 Main Street Medway, MA 02053	Phone:	508-533-4321
Project Name:	Candlewood & Island Road - Medway	Bid Number:	
Project Location:	Candlewood Drive & Island Road, Medway, MA	Bid Date:	8/8/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Sawcut/Remove Asphalt/Prep Trench *(9) Gas Trenches On Candlewood *(1) 20x20 Patch On Island Road *(1) 5x5 Patch On Curb Line Of Island Road	250.00	SY	\$29.15	\$7,287.50
2	Asphalt Patching *(9) Candlewood Drive *(2) Island Road	250.00	SY	\$30.75	\$7,687.50

Notes:

- Prices quoted are based on current FOB refinery prices on liquid asphalt. Such quoted prices are NOT guaranteed by the major oil companies and are subject to sudden adjustment during the term of the agreement. The base price of Liquid Asphalt is \$352.50 per liquid ton. Any change in the price of liquid asphalt will require an extra charge of \$ 0.06 per ton for every \$ 1.00 per ton increase in the price of liquid asphalt.
- Estimate based on 1 mobilization(s). For any additional mobilizations, Lorusso Corp will charge at the rate of \$3500.00 each
- This Quote / Proposal-Contract is valid for a period of thirty (30) days and only if executed by an officer or the General Manager of Lorusso Corporation, (hereinafter called "Lorusso Corporation") and credit suitable to Lorusso Corporation is established.
- EXCLUDES; Police, Hot Poured Rubber, Sweeping, Striping, Traffic Control - Safety, Engineering or Lay-out, Adjustment of Structures, Posting, Permits, Testing, Water for Dust Control, material to be used for the Fine Grade operation, Excess Grading Time and additional mobilizations.
- Lorusso Corporation will be given at least two (2) weeks' notice after the surface is fully prepared before commencing its work.
- Lorusso Corporation will not be responsible for defects in the paving resulting from adverse weather conditions or from inadequate design, sub grade, or base conditions.
- Buyer shall bear all losses, damages, and expenses for paving work performed after November 15 or when, despite adverse weather conditions, Buyer has directed Lorusso Corporation to perform work.
- Pricing based on work being completed Monday -Friday 7:30 AM to 3:30 PM
- Project included MA State Sales Tax
- All work after Nov 15th or before April 15th will require a Signed Seasonal Weather Release

Payment Terms:

Terms are net cash due in full within thirty (30) days of invoice. If measurement is necessary and if mutual agreement cannot be reached, measurement by an outside engineer acceptable to Lorusso Corporation shall govern. The charges of such engineer shall be paid forthwith by Buyer. Sales taxes, where applicable, will be charged on labor, material, and/or equipment over and above the contract unit prices. If bills are not paid when due, a carrying charge of 1 % per month will be charged from the due date until date of payment, and Buyer will pay all costs of collection including any charges for materials testing, inspections, surveying, or related engineering services and reasonable attorney's fees.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Lorusso Corporation Authorized Signature: _____ Estimator: Matt Gannon
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119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:
Pine Ridge, LLC Attn: Mr. John Claffey P.O. Box 1 Medway, MA 02053

Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Candlewood Drive		Per Agreement		

Description

Candlewood Drive, Medway MA "Limited Utility Location As-Built Sketch"

McClure Engineering, Inc. (McClure) is pleased to provide a Professional Service Agreement (Agreement) to Pine Ridge, LLC (Client). The Agreement was developed at the request of the Client to perform a "limited utility location as-built survey and sketch plan" showing visible utilities located on Candlewood Drive.

The following scope of work is based on our past experience and McClure's 2017 hourly billing rates.

Scope of Work

Fee Estimate

2016 Conservation Permitting Technical Assistance.....\$1,550

- Candlewood Drive – 2016 Emergency Access Conservation Permit Assistance (O'Driscoll / McClure)

Land Surveying Services.....\$1,400

- 1-Day Limited As-Built Field Work survey to locate Candlewood Drive visible catch basins, manholes and utility boxes.

Candlewood Drive "Limited Utility Location As-Built Plan".....\$1,100

- "Candlewood Drive Limited Utility As-Built Sketch Plan" 1 day design/drafting schematic level plan depicting visible utilities and drainage structures and manholes.
- Submittal of Plan to Medway Department of Public Services (DPS).

The total estimated cost to perform the above referenced work.....**\$4,050**

If you accept the terms of this Agreement, please return a signed copy with a **\$2,000 retainer** payable to McClure Engineering, Inc. at your earliest convenience.

Billing for all professional services will be on an hourly basis and reflect the actual time expended to the project. (See attached Services & Hourly Rates Schedule.)

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Candlewood Drive

PWS ID #**Terms**

Per Agreement

PO #**Sub #****Description****Please note:**

- The Agreement assumes the Client will provide McClure with any site plans/drawings or other pertinent site information to perform Scope of Work.
- The Agreement assumes O'Driscoll Land Surveying Co. Inc. is providing As-Built survey field work and data in CAD format. O'Driscoll Land Surveying Co. Inc. costs are included with this proposal.
- The Agreement does not include any work relating to "Candlewood Drive Emergency Access Improvements" design revisions, permitting, and/or related engineering/survey services.
- The Agreement does not include:
 - Planning Board or Conservation Commission Meetings
 - Conservation Commission Related Permitting and/or Certificate of Compliance Request
 - Candlewood Drive Plan and Profile
 - Plan Revisions
 - Professional Engineer/Surveyor Certifications
 - Mylar copies of As-Built Plans
 - Identifying/depicting underground utility locations
- The Agreement does not include and additional local/state/federal permits which may be required for the proposed work.
- The Agreement does not include any applicable local/state fees that may be associated with the Scope of Work.
- The Agreement does not include copies, printing, and associated postage. These costs will be billed as accrued.
- Any changes in the Scope of Work will be discussed with the Client and approved prior to initiating the work.

McClure anticipates it will take approximately 45-60 days to complete the above Scope of Work upon authorization to proceed.

Thank you,
David T. Faist, P.E.

TERMS AND CONDITIONS

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Candlewood Drive

PWS ID #

Terms

Per Agreement

PO #

Sub #

Description

ESTIMATED COMPLETION DATE: McClure Engineering, Inc. is prepared to commence work upon receipt of this signed agreement. In the event that the Engineer is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of the Engineer including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

TERMINATION: This agreement may be terminated by either party upon five (5) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. The Engineer shall then be paid for the services completed up to the time of the termination date based upon the above-described fees.

OWNERSHIP of DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of McClure Engineering, Inc. as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

PAYMENT: Unless otherwise specified in this Agreement, payment for the above-described services shall be due within thirty (30) days from the date of the first billing. In the event that said account is unpaid after the thirtieth day subsequent to the date of the first billing, the Client shall be subject to a monthly service charge of (1% - 1 1/2 %) on the then unpaid balance (12% - 18% true annual rate). In the event that any portion of all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay all costs of collection including reasonable attorney's fees.

AMENDMENT of AGREEMENT: This Agreement may be amended only in writing signed by the Client and Engineer.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Candlewood Drive		Per Agreement		
Description					
Services and Hourly Rates					
Professional Engineer			\$140.00		
Senior Project Engineer			\$130.00		
Project Management			\$85.00		
Drafting/Design			\$85.00		
Project Engineer			\$75.00		
Certified Operator			\$75.00		
Environmental Scientist			\$60.00		
Survey Crew			\$150.00		
Administration			\$50.00		
Expenses Not Included in Agreements					
(To be paid directly to Town/State, or reimbursed to McClure Engineering, Inc.)					
Permit/Filing Fees to Town Engineering Reviews if Required Inspection Fees Wetland Scientists & Other Subcontractors			Permit/Filing Fees to State Laboratory Testing Printing/Postage Field Supplies		
ACCEPTED: The above price, specifications and conditions are satisfactory and are hereby accepted. McClure Engineering, Inc. is authorized to do the work as specified above.					
Client Authorized Signature		Date		McClure Engineering, Inc. Date	
Client Information Section (Please Complete All Information)					
Contact Name:			Contact Phone:		
Mailing Address:			Fax:		
			E-Mail:		
City, State, Zip:			Alternate Phone:		

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Village At Pine Ridge

PWS ID #**Terms**

Per Agreement

PO #**Sub #****Description**

**Village at Pine Ridge – Open Space Residential Development (OSRD), Medway, MA
As-Built Plan and Certification (Revised)**

McClure Engineering, Inc. (McClure) is pleased to provide a Professional Service Agreement (Agreement) to Pine Ridge, LLC (Client). The Agreement was developed at the request of the Client to perform as-built engineering services at the Village at Pine Ridge Condominiums subdivision located at Pine Ridge Drive in Medway, MA. The Agreement is revised to include O'Driscoll Land Surveying, Co. professional land surveying costs, and McClure's 2017 hourly billing rates.

Scope of Work:**Fee Estimate**

Phase I – As-Built Land Surveying Services\$1,725

- Village at Pine Ridge – As-Built Field Survey and provide engineer with survey point locations

Phase II – As-Built Plan Drafting and Professional Engineer Certification.....\$5,000

- 2016 Site Visit with Tetra Tech and Provide Copies of Original Plans to Steve Bouley, EIT
- Design Engineer site inspection and As-Built documentation
- "Village at Pine Ridge As-Built Plan & Profile" drafting
- Professional Engineer Certification Letter
- Submittal of As-Built Plan(s) to Planning Board with Certification Letter

The total estimated cost to perform the above referenced work.....**\$6,725**

If you accept the terms of this Agreement, please return a signed copy with a **\$2,500 retainer** payable to McClure Engineering, Inc. at your earliest convenience.

Billing for all professional services will be on an hourly basis and reflect the actual time expended to the project. (See attached Services & Hourly Rates Schedule.)

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Village At Pine Ridge

PWS ID #**Terms**

Per Agreement

PO #**Sub #****Description****Please note:**

- The Agreement assumes the Client will provide McClure with any site plans/drawings or other pertinent site information to perform Scope of Work.
- The Agreement assumes O'Driscoll Land Surveying Co. Inc. is providing As-Built survey field work and data in CAD format. O'Driscoll Land Surveying Co. Inc. costs are included with this proposal.
- The Agreement does not include any work relating to "Candlewood Drive Emergency Access Improvements" design revisions, permitting, and/or related engineering/survey services.
- The Agreement does not include a "Profile View" of the Candlewood Drive subdivision. Limited survey to include locations of visible utilities including catch basins, manholes, and utility boxes.
- The Agreement does not include:
 - Planning Board or Conservation Commission Meetings
 - Conservation Commission Related Permitting and/or Certificate of Compliance Request
 - Candlewood Drive related engineering and/or surveying work
 - Plan Revisions
 - Mylar copies of As-Built Plans
- The Agreement does not include and additional local/state/federal permits which may be required for the proposed work.
- The Agreement does not include any applicable local/state fees that may be associated with the Scope of Work.
- The Agreement does not include copies, printing, and associated postage. These costs will be billed as accrued.
- Any changes in the Scope of Work will be discussed with the Client and approved prior to initiating the work.

McClure anticipates it will take approximately 45-60 days to complete the above Scope of Work upon authorization to proceed.

Thank you,
David T. Faist, P.E.

TERMS AND CONDITIONS

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:
Pine Ridge, LLC Attn: Mr. John Claffey P.O. Box 1 Medway, MA 02053

Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Village At Pine Ridge		Per Agreement		

Description

ESTIMATED COMPLETION DATE: McClure Engineering, Inc. is prepared to commence work upon receipt of this signed agreement. In the event that the Engineer is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of the Engineer including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

TERMINATION: This agreement may be terminated by either party upon five (5) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. The Engineer shall then be paid for the services completed up to the time of the termination date based upon the above-described fees.

OWNERSHIP of DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of McClure Engineering, Inc. as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

PAYMENT: Unless otherwise specified in this Agreement, payment for the above-described services shall be due within thirty (30) days from the date of the first billing. In the event that said account is unpaid after the thirtieth day subsequent to the date of the first billing, the Client shall be subject to a monthly service charge of (1% - 1 1/2 %) on the then unpaid balance (12% - 18% true annual rate). In the event that any portion of all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay all costs of collection including reasonable attorney's fees.

AMENDMENT of AGREEMENT: This Agreement may be amended only in writing signed by the Client and Engineer.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Village At Pine Ridge

PWS ID #**Terms**

Per Agreement

PO #**Sub #****Description****Services and Hourly Rates**

Professional Engineer

\$140.00

Senior Project Engineer

\$130.00

Project Management

\$85.00

Drafting/Design

\$85.00

Project Engineer

\$75.00

Certified Operator

\$75.00

Environmental Scientist

\$60.00

Survey Crew

\$150.00

Administration

\$50.00

Expenses Not Included in Agreements

(To be paid directly to Town/State, or reimbursed to McClure Engineering, Inc.)

Permit/Filing Fees to Town
Engineering Reviews if Required
Inspection Fees
Wetland Scientists & Other Subcontractors

Permit/Filing Fees to State
Laboratory Testing
Printing/Postage
Field Supplies

ACCEPTED: The above price, specifications and conditions are satisfactory and are hereby accepted. McClure Engineering, Inc. is authorized to do the work as specified above.

Client Authorized Signature

Date

McClure Engineering, Inc.

Date

Client Information Section

(Please Complete All Information)

Contact Name:

Contact Phone:

Mailing Address:

Fax:

E-Mail:

City, State, Zip:

Alternate Phone: