

**HANNIGAN
ENGINEERING, INC.**8 MONUMENT SQUARE, LEOMINSTER, MA 01453 PHONE: (978) 534-1234 **CIVIL ENGINEERS & LAND SURVEYORS**

Robert Oliva, City Engineer
CITY OF GARDNER
 50 Manca Drive
 Gardner, Massachusetts

February 14, 2023
 Via email: roliva@gardner-ma.gov

RE: PROPERTY LINE SURVEY/ANR PLAN
Map 47-22 Parcel 4
Green Street, Gardner
Map 14-0 Parcel 7
Gardner Road, Winchendon

Dear Mr Oliva,

Hannigan Engineering, Inc. is pleased to submit to you our proposal to provide land surveying services for the preparation of an Approval-Not-Required Plan for parcels of land in the City of Gardner and Town of Winchendon, Massachusetts. As discussed, a portion of this parcel is currently under consideration for excess land designation by the City as it is predominantly outside of the Watershed Protection area. A property line survey will be performed of the parcel which extends into the Town of Winchendon. A plan will be prepared for recording at the district Registry of Deeds which will require endorsement by the Planning Boards of Gardner and Winchendon.

As part of the review of the proposed lot division, the City of Gardner Regulations requires the location of wetland areas on the property. Per our discussion, this information will be shown in a general manner based on available information including Mass GIS mapping. No representation of the accuracy of these areas is intended or implied by this office.

As the watershed line requires determination, this office will commission the preparation and post-processing of LiDAR survey information and perform GPS coordinate control to provide confirmation of the watershed lands. This will be reviewed with the City to confirm the location of the watershed line. Final determination will be made by the City and represented on the plans to be prepared.

As a result of our recent discussion, we have defined the Scope of Work to be as follows:

1.0 SURVEY CONTROL & BASE CAD PLANS **\$ 28,750.00**

Property Line Survey – The current deed has been reviewed by this office as available from the district Registry of Deeds to provide an estimated cost of the survey work to be performed. If during the process of the survey, discrepancies between deeds arise, the client shall be notified and made aware of said discrepancies. Based upon the assumptions contained herein, a property line survey of the subject parcel will be performed and include the following:

- Research information regarding the subject parcel at various agencies including, but not limited to the Assessors Office, Local DPW, Highway Department, and the Registry of Deeds. This research will be performed in order to obtain information regarding property lines, street lines, and easements on and surrounding the subject property.
- From above information, determine approximate property lines and draft working sketch for utilization during the field survey.

- Conduct field perimeter survey locating existing monumentation, physical evidence of occupation, (i.e. fences, hedges, walls, etc. between adjoining) and other site appurtenances. Record all information in bound field notebook and/or electronically.
- Reduce field notes, balance traverse, and determine property lines. All work will be in conformance with the Land Surveying Procedures and Standards as defined by the Commonwealth of Massachusetts, 250 CMR 6.00.

Topographic Survey – A topographic survey of the subject parcel will be provided utilizing LiDAR to establish grades of the site. The baseline information for LiDAR surveys is from 2015. As the site has not been developed, it is presumed that the site has not been altered since that time. Survey control will be performed by GPS to establish horizontal and vertical control. The LiDAR information may provide indication of potential wetland areas which will be reviewed with the City as to their general location. Delineation and location of areas subject to protection under the Wetlands Protection Act or local regulations are specifically excluded from this contract.

2.0 PREPARATION OF PLANS \$ 1,500.00

Recordable Plan – Upon completion of the above survey work, an ink-on-mylar plan will be prepared in recordable format for recording at the district Registry of Deeds. The plan will depict the perimeter boundaries, easements, rights of way, and measurable encumbrances, as well as all evidence of property boundaries as located during the survey. This plan is for the creation for new lots and will, therefore, bear the certificate of survey under Massachusetts General Laws C.41 Section 81-P (i.e. Plans not requiring approval under the Subdivision Control Law).

3.0 PROJECT MEETINGS \$ 750.00

Meetings with the City relative to the project including presentation of the plans to the Gardner and Winchendon Planning Board will be performed on an hourly basis with the fee stated as a budget. Additional meetings or site walks with the Board or Agent or any other party will be billed on an hourly basis.

4.0 SCHEDULE

Work will begin within 10 days of the execution of this agreement and payment of a retainer. Schedules of sections of this contract are dependent upon the completion of other sections and, therefore, the overall schedules of the project may vary.

5.0 FEE BASIS

The Scope of Work as described above will be performed on an hourly basis for an estimated fee of **\$31,000.00**, including meetings as described herein. A retainer in the amount of **\$9,500.00** is required in order to initiate this contract. Payment schedule is outlined in the General Conditions Section of this contract; however, upon the completion of final plans, a final invoice will be presented for the unbilled balance of the contract, which shall be paid prior to the release of these plans. Additional meetings, other than described herein, or additional work requested by the client, beyond the Scope of Work described in this contract, will be billed on an hourly basis at the following rates:

HANNIGAN ENGINEERING, INC.

8 MONUMENT SQUARE, LEOMINSTER, MA 01453 PHONE: (978) 534-1234 CIVIL ENGINEERS & LAND SURVEYORS

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal	\$ 325.00
Department Manager	250.00
Senior Engineer/Surveyor	195.00
Project Engineer/Surveyor	160.00
Staff Engineer/Surveyor	135.00
Staff Technician	110.00
Administrative	90.00
Two (2) man Survey Crew	150.00
GPS Survey	185.00

6.0 AGREEMENT

This contract has been prepared based upon certain conditions and assumptions that are included as part of this contract. Authorization of this contract includes acceptance of these Contract Assumptions and General Contract Conditions. Please sign this contract original in the space provided below as well as initial the last page and return the entire document to this office with a retainer in the amount of **\$9,500.00** as described herein. The retainer will be released upon completion of all work and will be credited against the final invoice. We will countersign this agreement and return a copy to you for your files. If you have any questions regarding this matter, please do not hesitate to contact me at this office.

Sincerely,
HANNIGAN ENGINEERING, INC.



William D. Hannigan, PE
 President

ACCEPTED: DocuSigned by:
Robert Oliva Acct
#22111-59995
8E57D42BC3274D0... _____ DATE: 2/15/2023
 Robert Oliva, City Engineer
 CITY OF GARDNER

ACCEPTED: DocuSigned by:
William D. Hannigan, PE _____ DATE: 2/15/2023
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 William D. Hannigan, President
 HANNIGAN ENGINEERING, INC.

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**HANNIGAN
ENGINEERING, INC.**

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CIVIL ENGINEERS & LAND SURVEYORS

The Scope of Work and fee schedule described within the Contract have been based on certain assumptions. These assumptions are described as follows and are considered part of the Contract unless otherwise described within the Contract.

1. The client and/or owner is responsible for the payment of any and all application, filing, permitting, and other fees which may be associated with the submittal and/or approval of this project.
2. Meetings, other than described herein, will be billed separately according to the fee schedule outlined in the Fee Basis section of this contract.
3. Modifications, revisions, or changes to plans, documents, etc., as required by review process through the Local and State Agencies will be billed on an hourly basis directly to the client. This work shall not be considered a change to the scope of the project,
4. Expenses related to the project are not included within the above stated fees. Costs associated with preparation of submittal packages including prints, mylars, copies of reports, postage, etc. are additional and will be billed as a separate item within invoices to be presented to the client. Prints for review and discussion with the client are included within the above stated fees. Mileage expenses will be billed at a rate of \$1.24 per mile, portal to portal, for all project related travel.
5. Expenses for rental excavator, backhoe, drilling rigs or other heavy machinery are not included within the fees stated. Should these services be required, the expenses for these services shall be billed directly to the client at the above address.
6. Construction layout, as built surveys, or certifications are not included under this proposal. If required, a separate contract will be prepared for these services upon the completion of the permitting process outlined herein.
7. There are no gores, gaps, or overlaps of deeds contained within the adjacent properties to the project locus. Record monumentation is recoverable and verifiable to existing deeds and plans of record.
8. The proposal is based on the assumption that the plans submitted to this office prepared by others are complete and accurate in all details. Verification of property lines or topography of the subject premises has not been included.
9. Any construction staking or control points that are disturbed by the client, contractor, or any other party, will require an additional fee to be re-staked. The client should advise the contractor of this provision to ensure that the contractor takes appropriate measures to protect construction staking and control points.
10. Preparation of permit filings, including but not limited to applications under the Wetland Protection Act, NPDES, MEPA, 401 Water Quality Certification, Army Corps of Engineers, 404 Permits, curb cut permits, traffic studies, fire flow tests, or other tests, studies, or filings which are not specifically described herein are not included within the above stated fees.
11. The bounding of roadways or property lines, soil testing, and water testing are not included in this proposal.

GENERAL CONTRACT CONDITIONS

The contract is subject to the following general contract conditions and is part of this agreement. Your approval of this proposal indicates your acceptance of these conditions.

1. Right of Entry

The signing of this contract gives authorization for personnel of Hannigan Engineering, Inc., or sub-contractors thereof, to enter upon the site to conduct site examinations, surveys, soil tests, and other work as required to accomplish the Scope of Work as described herein. It is understood by the client that these surveys and tests may require the cutting of trees and brush and that excavations for soil test, if required, will cause noticeable and lasting disturbance to the ground. Furthermore, access to the site by heavy machinery may cause disturbance to stone walls and ground surface. **If the client is not the record owner of the site at the time that this contract is executed, it shall be the client's responsibility to obtain right of entry from the owner of record prior to execution of this contract.**

2. Change of Scope

If, during the progress of work under this contract, there is a change in the Scope of Work as ordered by the client or as required by circumstance or by other authorities with the acknowledgement of the client, a change order to this contract will be required before the work will proceed. Hannigan Engineering, Inc. will not change the Scope of Work on the basis of an oral order by the client or anyone else, ("Change of Scope" does not include revisions that may be required to plans and documents under the Scope of Work herein and may include a change in schedule.)

3. Termination Provision

This contract may be terminated by either party upon five- (5) days written notice in the event of persistent failure of performance of the terms and conditions of the contract by the other party through no fault of the terminating party. Hannigan Engineering, Inc. shall be paid for services completed up to the time of termination.

4. Billing Procedure

Invoices for services shall be rendered monthly or upon completion of services, at the option of Hannigan Engineering, Inc. and are payable upon presentation. Invoices shall be mailed to the client at the above address. Other arrangements must be made in writing and approved by this office prior to commencement of work.

5. Service Charges and Costs of Collections

A service charge of one and one-half percent (1-1/2%) per month will be added to any unpaid balance. Hannigan Engineering, Inc. reserves the right to terminate this contract if payment is not received in accordance with this provision. The client agrees to pay all costs of collection, including reasonable attorney's fees.

6. Plans and Documents

All original field notes, field data, soil boring logs, reports, calculations, working drawings, computer files, drawings and data, and other documents prepared by Hannigan Engineering, Inc. as instruments of service shall remain the property of Hannigan Engineering, Inc. The client agrees that all work furnished to the client by Hannigan Engineering, Inc., which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever.

7. Time Limitation

This contract shall be null and void unless executed by the client and returned to Hannigan Engineering, Inc. within thirty (30) days. The fee for services quoted herein is based upon current charge rates for Hannigan Engineering, Inc. personnel. Any extension of the time period for the completion of services by the client for reasons beyond the control of Hannigan Engineering, Inc. may require an adjustment of the fee for the uncompleted portion of the work.

8. Inclement Weather Conditions

Fees stated herein are based upon favorable weather conditions. Adverse weather conditions, such as significant snowfall, ice, heavy rains or floods, or other acts of God beyond the control of Hannigan Engineering, Inc., may affect overall cost. Hannigan Engineering, Inc. reserves the right to review fees stated herein should these conditions become evident. The client agrees that Hannigan Engineering, Inc. shall be held harmless for delays to the project due to inclement weather conditions.

9. Limitation of Professional Liability

The client agrees to indemnify and hold harmless Hannigan Engineering, Inc. to such an extent that will limit any and all liability, claim for damages, cost of defense of expenses which may be levied against Hannigan Engineering, Inc. on account of any error, omission, negligence or any design, analysis, evaluation, or assessment defect to a sum not to exceed the fee for services quoted herein. The client further agrees to notify any contractor or subcontractor who may perform work in connection with any study, survey, report or design prepared by Hannigan Engineering, Inc. of such limitation of professional liability for errors, omissions, negligence or design defects, and to require, as a condition precedent of his performing his work, a like indemnity and limitation of liability on his part as against Hannigan Engineering, Inc.

In the event that the client fails to obtain a like indemnity and limitation of liability, any liability of Hannigan Engineering, Inc. to such contractor or subcontractor arising out of alleged errors, omissions, negligence or design defects shall be allocated between the client and Hannigan Engineering, Inc. in such a manner that the aggregate liability of Hannigan Engineering, Inc. for such claim to all parties, including the client, shall not exceed the amount of the fee for services quoted herein. In the event of any alleged error, omission, negligence or design defect, the client shall bring claim against Hannigan Engineering, Inc. not later than one year after the completion of services described herein.

Acceptance of Contract Assumptions and General Contract Conditions:

Initial Here: _____

CITY OF GARDNER,

DocuSigned by:

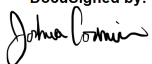
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Mayor Michael J. Nicholson

APPROVED AS TO FORM

CITY SOLICITOR

CITY AUDITOR who certifies, pursuant to Massachusetts General Laws C. 44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract

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PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his/her belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.