

10 March 2016

CRESCENT STREET SITE ASSESSMENT QUOTES

Received by Newton Public Buildings Dept. from On-Call Consultants

Phase 1 Environmental Study

Budget in proposal: \$15,000

Quote received: \$11,500

Site Survey

Budget in proposal: \$15,000

Quote received: \$11,200

Geotech Report

Budget in proposal: \$25,000

Quote received: \$11,500

Lord Associates, Inc.

Environmental Consulting & Licensed Site Professional Services

1506 Providence Highway - Suite 30
Norwood, MA 02062-4647

Voice: 781.255.5554
Fax: 781.255.5535
www.lordenv.com

March 7, 2016

Mr. Arthur Cabral
City of Newton
52 Elliot Street
Newton, MA 02461

RE: Updated ASTM PI & PII:
City of Newton Recreation Dept.
70 Crescent Street
Newton, MA.

Dear Mr. Cabral:

As requested, Lord Associates, Incorporated ("Lord Associates") is pleased to submit this proposal to the City of Newton ("Client") to provide environmental consulting services at the above-referenced location (the "Site"). The purpose of these services are to update our April 2014 Phase I Environmental Site Assessment and conduct a supplementary Limited Phase II Subsurface Investigation in order to determine current environmental conditions at the above-referenced property.

SCOPE OF SERVICES

1. Complete an updated site reconnaissance and agency check of the property and update site features and/or history as indicated.
2. Direct the advancement of up to 5 soil borings surrounding the existing and former underground storage tank (UST) areas and collect soil samples for field screening for total volatile organic compounds with a photoionization detector. One boring location will be located near the east side of the garage brush/debris pile. Install groundwater monitoring well material at each boring location.
3. Gauge groundwater depths and for the presence of non-aqueous phase-liquid and collect up to 5 groundwater samples. Conduct a groundwater elevation survey to confirm groundwater flow direction.
4. Send up to 5 soil and groundwater samples to a state-certified laboratory for analyses including extractable petroleum hydrocarbons (EPH), total lead, and volatile organic compounds (VOCs).
5. Compile all lab results with comparison to MADEP Reportable Concentrations, and update the site plan with all sampling locations for inclusion with the updated Phase I and Phase II ESA Report.

COST AND BILLING

At present we are prepared to offer our services on a time and expense basis according to the attached Standard Rate Schedule. You will be billed monthly based on percent of work completed or at the conclusion of the project. It is suggested that you budget **\$11,500** for these services. We will not exceed this budget amount without your written approval of additional services

If necessary, change orders will be generated that require your signature for approval of additional work beyond the scope of this proposal. If, in our best professional judgment, an emergency situation arises requiring immediate response, we will attempt to obtain your verbal approval before proceeding with appropriate action. Within twenty-four hours a written change order will be submitted to you for your signature.

SCHEDULE

We are prepared to begin work immediately upon acceptance of this proposal. Lord Associates, Inc. is not responsible for delays caused by circumstances beyond our control or those that could not have been reasonably anticipated. We reserve the right to revise or withdraw this proposal if not accepted within sixty days.

ADDITIONAL SERVICES/LIMITATIONS

Access to Site

This proposal assumes that you or your representative will be available to gain access to the Site.

On-going Services

As the project progresses, the need for various services may arise. It is within our best intentions to complete the outlined scope of work in accordance with the estimations provided; however, sometimes unforeseen circumstances prompt the necessity to extend the services rendered. Investigation of building materials is excluded.

Disclaimer

This work will be conducted according to generally accepted engineering and environmental remedial practices and the attached Standard Limitations. Lord Associates will neither be responsible for nor can certify the accuracy of information provided by public records, public officials, other environmental consultants or laboratories. If conflicting information or data become available in the future, Lord Associates, Inc. reserves the right to modify its conclusions and recommendations accordingly.

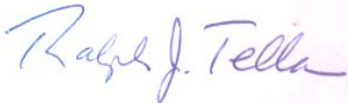
Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes

whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Consultant or Consultant's officers directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000, whichever is greater.

Please sign below to accept this agreement and send us a copy. If you have any questions, please contact us. Thank you for allowing us the opportunity to provide this proposal.

Sincerely,
LORD ASSOCIATES, INC.



Ralph J. Tella, LSP, CHMM
President

Attached: Standard Rate Schedule
Standard Terms and Conditions

Proposal Accepted by:

_____ Arthur Cabral (or duly authorized representative of City of Newton)

_____ Date

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Performance of Services

Lord Associates, Inc. shall provide the Client with services as specified in the proposal and in these standard terms and conditions that together will be defined in these terms and conditions as the "Agreement".

Standard of Care

Lord Associates, Inc. represents that it shall perform the services hereunder with the skill and care that is normally exercised by professional engineers or consultants performing similar services under comparable circumstances. Lord Associates, Inc. agrees to perform these services to a degree of thoroughness consistent with time, budgetary, and other constraints that may be imposed by the Client. Lord Associates, Inc. agrees to inform the Client of any known hazardous substances or conditions existing on the Site that represents a threat of an imminent hazard to human health or the environment. When performing Licensed Site Professional services, Lord Associates, Inc. is required to notify the Massachusetts Department of Environmental Protection of Imminent Hazard conditions within 24 hours if the Client fails to do so.

Due to the fact that geological and soil formations are inherently random, variable and indeterminate (heterogeneous) in nature, the professional services and opinions provided by Lord Associates, Inc. under our agreement are not guaranteed to be a representation of complete Site conditions, which are variable and subject to change with time or by the result of natural or man-made processes. Although our services are extensive, opinions, findings and conclusions presented are limited to and by the data supplied, reported and obtained.

Client acknowledges and agrees that Lord Associates, Inc. is not making any representation or warranty to the Client that every detectable environmental contaminant will be discovered through the performances provided hereunder. The Client agrees that Lord Associates, Inc.'s services shall be rendered without any other representation or warranty, expressed or implied, beyond those provided herein.

Lord Associates, Inc. may render opinions or probable environmental construction/cleanup costs for the purposes of evaluating the feasibility of alternative systems. These opinions may also involve approximate quantity estimates and prices. Lord Associates, Inc. does not guarantee the accuracy of these costs unless described otherwise in the contracted scope of services.

Reports may present opinions of Lord Associates, Inc. with respect to the compliance of present or former operators of a site with federal or state regulations. Actual determination of compliance with federal or state regulations can only be made by the appropriate regulatory agency. Upon an inquiry or audit into a site by a regulatory agency, the Client agrees to accept liability for fees incurred by Lord Associates, Inc. to prepare, attend, or complete additional work that is required as a result of the agency's findings and which is not the direct result of an act of negligence by Lord Associates, Inc.

Lord Associates, Inc. will neither be responsible for, nor can certify the accuracy of information provided by public records, public officials, other consultants or laboratories. If conflicting information or data becomes available in the future, Lord Associates, Inc. reserves the right to modify conclusions and recommendations accordingly.

Obligations of Client

The Client hereby warrants that before the commencement of services provided hereunder, Lord Associates, Inc. will be informed, should the Client have knowledge of, or have reason to suspect, the existence, type, quantity and location of hazardous materials or contaminants at the Site. The Client shall provide Lord Associates, Inc. in a timely manner with all necessary information in its possession and germane to Lord Associates, Inc. performance of services such as property descriptions; boundary, topographic, utility, easement and right-of-way surveys; zoning, deed, and other land-use restrictions; prior environmental assessments, data, or audits; knowledge of surrounding property types and uses.

Client shall designate a person to act as their representative with respect to the work being performed. The Client shall give all notices, furnish all permits or approvals, and comply with all laws and regulations applicable to the services being provided (including meeting regulatory deadlines). The Client shall be responsible to pay for all permits, fees, compliance fees, licenses, and other such costs incurred in the performance of services hereunder. Unless otherwise required by state or federal law, if reporting the findings, conclusions, or observations made by Lord Associates, Inc. is required, it is the sole responsibility of the Client to do so. If the Client chooses to reduce or eliminate portions of the scope of work, they do so at their own risk.

Payment and Compensation

Lord Associates, Inc. shall submit to the Client monthly invoices for estimated cost, time and expense projects. The amount of each invoice will be calculated with reference to the fee schedule attached to the proposal. For fixed fee projects, we will submit invoices based on the percent of work completed. Each invoice shall become due and payable within thirty (30) days from the

date of the invoice. Finance charges of 1.5% per month will apply to unpaid balances beyond due date. Client is responsible for any collection fees including legal expenses.

Access to Site

The Client shall arrange to provide any necessary access to private or public land as required by Lord Associates, Inc. to provide services hereunder. The Client grants, or if the Client does not own the subject property, represents and warrants that permission has been duly granted for a non-exclusive, temporary license to Lord Associates, Inc., its agents, contractors and subcontractors, to enter the Site from time to time with the rights to perform all services as outlined in the proposed Scope of Services. Client acknowledges that abutting property owners must be notified if their land is identified as part of the "disposal site".

Client acknowledges that the use of soil exploration equipment may unavoidably affect, alter, or damage the terrain, buildings, vegetation, structures, or other equipment upon the Site. The Client agrees not to hold Lord Associates, Inc. liable for any such effect, alteration, or damage, despite our adherence to the above-described standard of care. Client agrees that if Lord Associates, Inc. is required to repair structures or restore land, the expense will be borne by the Client. Client agrees to defend and indemnify Lord Associates, Inc. against any and all third-party claims brought in connection with such soil exploration.

Observation Services

Client may elect to hire an independent contractor to perform work at the subject site and to request that Lord Associates, Inc. personnel observe and report on specific aspects of a project. Lord Associates, Inc. Observation Services do not include supervision or direction of the work of the Client's contractor, his employees or agents. Lord Associates, Inc. is not responsible for the contractor's use or administration of personnel, machinery, temporary or precautionary construction, safety procedures, or contractual compliance. Observation services are solely for the benefit of the Client.

Indemnification and Limitation of Liability

In accepting the Agreement, the parties mutually agree:

1. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Consultant or Consultant's officers directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000, whichever is less.
2. The Client shall indemnify, defend, and hold harmless Lord Associates, Inc. from all liabilities, claims and demands brought by third parties, including expenses of suit and reasonable attorney fees, except if such inquiry, loss or damage was caused by the gross negligence or reckless or willful misconduct of Lord Associates, Inc. its employees, agents, or representatives.
3. In the event that the Client makes a claim against Lord Associates, Inc. for any alleged error, omission, or act arising out of the performance of services hereunder, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Lord Associates, Inc. in defending itself, including but not limited to court costs and attorney's fees.

Confidentiality

Unless required by law, Lord Associates, Inc. will keep confidential all records related to services provided under this agreement. Note that when installing wells, the well driller is required to provide the DEP with copies of well completion reports for inclusion in their database. Some municipalities also require notification and/or permits.

Termination

Either party may terminate this agreement in whole or in part at any time by written notice to the other by certified mail, return receipt, effective on the date of certified receipt. Upon termination, Lord Associates, Inc. will immediately cease work and deliver to the Client all completed or partially completed work. Upon termination, Client shall make final payment within thirty (30) days or upon receipt of all completed or partially completed work for services rendered and expenses incurred before and including the date of termination.

Governing Law; Severability; Assignment

This agreement shall be governed and construed with the law of the Commonwealth of Massachusetts. The parties mutually agree that if part or provisions of these terms and conditions are held to be illegal or in conflict with any federal, state, or local statute or regulation, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part or provision held to be invalid. The Client shall not assign any aspect of this agreement except upon Lord Associates, Inc.'s prior written consent.

Entire Agreement

No other proposals, conversations, bids, memoranda or other matters, oral or written, which were exchanged before the execution of this Agreement shall vary, alter, or interpret the terms hereof.

Lord Associates, Inc.

Environmental Consulting & Licensed Site Professional Services

Voice: 781.255.5554
Fax: 781.255.5535

2016 SCHEDULE OF STANDARD FEES

LABOR RATES*

Principal/LSP	\$ 150-165/hr
Senior Professional Engineer/Scientist/Project Manager	\$ 95-110/hr
Project Engineer/ Scientist	\$ 85/hr
Staff Engineer/Scientist	\$ 70-75/hr
CAD Operator/designer	\$ 95/hr
Technician	\$ 65-85/hr
21J Administration	\$ 75-110/hr
Administrative Support	\$ 45/hr

SAMPLE EQUIPMENT FEES

Air Flow Meter	\$ 25/day	pH Meter	\$ 35/day
Disposable Bailers	\$ 12/ea	Photoionization Detector	\$ 85/day
Dissolved Oxygen Meter	\$ 35/day	Pick-up/Van with Tools	\$ 150/day
Hand Auger	\$ 75/day	Salinity/Temp/Conductivity Meter	\$ 35/day
LEL/Multi-gas Monitor	\$ 65/day	Submersible Pumps	\$ 25/day
Metal Detector	\$ 50/day	Survey Equipment	\$ 75/day
Misc. Sampling Supplies	\$ 50/day	Vacuum Gages	\$ 25/day
Oil/water Interface Probe	\$ 50/day	Water Level Meter	\$ 25/day
Peristaltic Pump	\$ 50/day	Water Quality Multi-meter	\$ 200/day

OTHER DIRECT EXPENSES

Other direct expenses will be billed to the project on the basis of actual costs plus 12%. Examples of other direct expenses include: mileage; travel and travel-related expenses; shipping and postage; regulatory fees, permits or licenses; reproductions; other rental equipment; and subcontractor fees. If not specified otherwise, analytical laboratory services are billed at the published laboratory list prices. Mileage for non-company vehicle is at \$0.54/mile.

*Labor rates for Emergency Response services and expert testimony will be billed at 1.5 times the hourly rate. Hourly rates are portal to portal from Norwood Office.

March 2, 2016

via email

Dan Bradford
KBA Architects
6 Thirteenth Street
Charlestown, MA 02129

Re: **Boundary Survey/Utility Survey/Existing Conditions Survey**
70 Crescent Street
Newton, MA

Dear Dan:

Pursuant to the request of Alex Valcarce, we are pleased to submit our proposal to provide an Existing Conditions Survey for the parcel listed above located in Newton, Massachusetts.

In order to achieve your project's goals we propose the following:

- Perform research at the City of Newton's Assessors and Engineering Departments, Middlesex County Registry of Deeds, Land Court and applicable utility companies.
- Perform field survey to include the parcel's boundary lines, planimetric and topographic features, including but not limited to buildings, trees, walks, walls, curbs, signs, fences, light poles, major trees, steps, paved areas, , surface utilities and inverts of sewer and drain manholes. Other subsurface utilities will be compiled from record plans provided by the client and the various utility companies.
- Compile our survey at a suitable scale and supply a digital file in AutoCAD and certified hard copies for your files.



- Perform our survey work in compliance with the Code of Massachusetts Regulations 250 CMR 6.0 Land Surveying Procedures and Standards.
- Subsurface improvements/utilities will be located directly by survey to the extent that they are accessible from the surface or marked on the ground by Dig-Safe or the various utility companies. Subsurface features that cannot be located by ground survey will be shown from record documents, if available. While every effort will be made by our staff to accurately transfer the data from the aforementioned record plans of public or private agencies, we will not be able to make any statement regarding the accuracy or completeness of the information shown on the record plans.

Fees / Expenses:

- **Boundary Survey/Utility Survey as described above = \$7,500**
- **Additional Fee for spot grades, contours, topo = \$3,500***

**this add on assumes we will perform all of the field work as one project*

Expenses: \$200 -copies of utility plans

Invoices are issued monthly and will be due upon receipt. Please sign, date and return this proposal to us as your authorization to proceed and then we will schedule the fieldwork.

For your protection we maintain General Liability, Automobile Liability, Workers Compensation and Professional Liability (errors and omissions) Insurance. We will be happy to provide you with a Certificate of Insurance upon your request.

Thank you for considering our firm for this project. If you have any questions, please feel free to call.

Very truly yours,
FELDMAN LAND SURVEYORS



Michael Feldman

Accepted by: _____

Firm: _____

Title: _____

Date: _____



March 9, 2016

City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459

Attention: Mr. Joshua R. Morse

Reference: 70 Crescent Street; Newton, Massachusetts
Proposal for Geotechnical Engineering Services

Ladies and Gentlemen:

In response to your recent request, we are pleased to present our proposal for performing a subsurface exploration program and providing foundation engineering services associated with the proposed construction to be performed at 70 Crescent Street in Newton, Massachusetts.

The 70 Crescent Street property fronts onto the intersection of Crescent Street and Robinhood Street to the west. The site is generally bounded by Interstate 90 to the north, wooded residential areas to the east, and an un-named access road to the south. The property currently operates as a City of Newton Parks and Recreation Department facility and is occupied by a two-story brick building on the west of the site and a one-story warehouse building in the center of the site. The two buildings are surrounded by bituminous paved parking areas.

It is understood that proposed construction at the site consists of the construction of several two to three-story residential buildings. It is understood that the proposed buildings are planned to be constructed within the bituminous paved area to the north of the existing warehouse building. Furthermore, it is understood that the proposed buildings are not planned to occupy below-grade space.

Based on our foundation engineering experience in the general site vicinity, it is anticipated that the ground surface across the project site is generally underlain by a fill deposit which varies in thickness from 5 to 10 feet. Furthermore, it is anticipated that the fill deposit is subsequently underlain by a compressible organic deposit up to 5 feet in thickness and a natural glacial outwash deposit.

Based on the above-described anticipated subsurface conditions and the scope of proposed construction, we propose a subsurface exploration program consisting of two (2) days of borings. It is anticipated that four (4) to six (6) borings can be performed in two (2) days. The borings would be advanced to depths of between 20 to 30 feet below ground surface, or to refusal, whichever is encountered first. The estimated cost of the drilling subcontractor to perform two (2) days of drilling is \$4,500. The proposed boring locations should be evaluated for potential conflicts with existing utilities and structures prior to beginning the exploration program.



We propose to provide the following foundation engineering services associated with the subsurface exploration program and foundation design:

1. Subcontract with a drilling subcontractor to perform the borings and to clear utilities with Dig-Safe;
2. Provide a field engineer to monitor the borings, to obtain representative soil samples, to monitor the groundwater levels in the completed borings, to prepare detailed field boring logs, and to make modifications to the subsurface exploration program depending upon actual conditions encountered;
3. Conduct grain size analyses on representative soils samples obtained from the exploration program;
4. Prepare a detailed subsurface exploration plan, boring logs, and results of laboratory testing; and
5. Prepare and submit a Foundation Engineering Report documenting the subsurface conditions and providing recommendations for foundation design and construction of the proposed buildings. The report would include maximum design bearing pressure for shallow foundations, seismic design considerations, and potential re-use of on-site soil.

The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any direct expenses (e.g. travel, reproduction costs and the excavation subcontractor) at cost plus 15 percent.

Our fee for the above scope of foundation engineering services would be \$11,500, which includes the aforementioned \$4,500 for the drilling subcontractor.

Our scope of services under this proposal specifically excludes geoenvironmental engineering services pursuant to the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act (MGL Chapter 21E) and pursuant to the Massachusetts Contingency Plan (310 CMR 40.0000). These services could be performed by McPhail Associates, LLC should they be required for this project.

The engineer's liability for damages due to professional negligence in performing geotechnical services will be limited to an amount not to exceed \$50,000. McPhail Associates, LLC will increase the limitation of liability for geotechnical activities to \$1,000,000 in accordance with the terms and conditions of our policy upon written notice from the Client within ten days hereof that he agrees to pay in consideration of this increase in limitation an additional charge of \$1,000.

Invoicing for the geotechnical engineering services would be submitted monthly and payment would be due within 30 days. The Client agrees to pay interest at the rate of 1.5



City of Newton
March 9, 2016
Page 3

percent per month on monies outstanding in excess of 30 days and, in addition, agrees to pay collection costs on monies outstanding in excess of 90 days.

The Client agrees to provide right of entry to the site in order that the explorations can be performed. While the geotechnical engineer will take all reasonable precautions to avoid damage to property, subterranean structures or utilities, the Client agrees to hold the geotechnical engineer harmless for any damages to subterranean structures or utilities not as shown on the plans furnished or evident in the field. Utilities are required to be cleared by the subcontractor with Dig-Safe. Upon completion, the explorations would be backfilled and leveled with the surrounding ground surface. Replacement of the existing surface to its original condition is not included as part of this proposal.

We are prepared to commence work within two weeks of notification to proceed subject to the availability of the drilling subcontractor. Our foundation engineering report would be completed and the report submitted within two to three weeks after the completion of our field work.

To authorize us to proceed with the services proposed above, please sign and return this letter. Should you have any questions, please contact us. We appreciate being invited to submit this proposal and we look forward to being of service to the City of Newton on this project.

Very truly yours,

McPHAIL ASSOCIATES, LLC

A handwritten signature in blue ink that reads "John A. Erikson".

John A. Erikson

A handwritten signature in black ink that reads "Ambrose J. Donovan".

Ambrose J. Donovan, P.E., L.S.P.

CITY OF NEWTON

BY _____

DATE _____

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JAE/ajd