

Town of Sudbury

Planning and Community Development Department

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387
Fax: 978-443-0756

Jody A. Kablack, Director

<http://www.sudbury.ma.us/services/planning>
kablackj@sudbury.ma.us

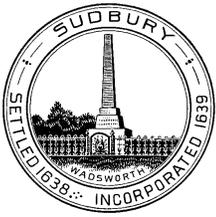
TO: Zoning Board of Appeals
FROM: *gak* Jody Kablack, Director of Planning and Community Development
DATE: February 17, 2016
RE: Village at Sudbury Station Comprehensive Permit Application
Peter's Way and Peter's Way Extension, Sudbury, MA

This office is in receipt of an application for a Comprehensive Permit on the above property filed with the Sudbury Town Clerk on January 29, 2016. Submitted with the application were the following documents and plans: Site Plans entitle "Preliminary Site Plan for The Village at Sudbury Station, Sudbury, MA" prepared by Sullivan, Connors and Associates, dated January 25, 2016, consisting of 3 sheets (unstamped); Architectural Plans entitled "Sudbury Station, Sudbury MA" prepared by Cube 3, dated January 31, 2016, consisting of 6 sheets (full size plans are unstamped); Traffic Impact and Access Study prepared by MDM Transportation Consultants, Inc., dated December 2015; supporting documentation – Project and Development Team Summary, Jurisdictional Requirements, Narrative and Plans on Existing Conditions, Waivers and Exceptions requested, Certified List of Abutters, DHCD's Subsidized Housing Inventory for Sudbury, Traffic Report Summary, Endangered Species Act Letter.

I have reviewed the application, and have the following comments and recommendations as you begin the public hearing process:

A. Process

1. The hearing process, application submission, consultant review, proforma review, waivers from local requirements, and other aspects of the process are governed by 760 CMR 56.05, regulations promulgated by the Dept. of Housing and Community Development. The ZBA has also adopted Supplemental Rules for Comprehensive Permits Pursuant to MGL c. 40B, s. 20-23, as permitted in 760 CMR 56.05. The Board should adhere to these regulations during the review of this application.
2. The Board has 180 days from the date of the first hearing to complete the hearing, and then 40 days after the close of the hearing to vote a decision. This puts the final decision to be voted on or around Sept. 6, 2016.
3. In order to complete review of all the issues during the 180 day (6 month) time period, a schedule for specific issues should be established and followed. Given the work load of the ZBA, hearings on this application should be held monthly following the Board's published schedule. Members may miss only 1 hearing to be eligible to vote on the application. Alternate ZBA members should attend the hearings at the direction of the Chairman in the case of more than 1 absence by a full member.
4. For this application, the following schedule is recommended:
 - **Hearing 1, Feb. 22** - Overview of project by applicant; expectations of the board for review fees and consultants; additional information needed; initial public comments
 - **Hearing 2, March 21** - Access; traffic; circulation
 - **Hearing 3, April 25** - Physical constraints of the site – stormwater, wastewater, clearing & grading
 - **Hearing 4, May 23** - Other site impacts – visual, fiscal, historic impacts; Mitigation/Community Needs
 - **Hearing 5, June 20** - Building Massing/Density; Architectural Design/Landscaping
 - **Hearing 6, July 25** - Additional information



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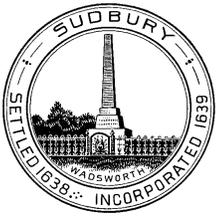
These dates are subject to change based on availability of information, and Board schedules. But this schedule gives the Board an indication of how the 6 month time period for review can proceed.

5. Due to the complexity and size of the proposal and the environmental sensitivity of the site, it is anticipated that review of this application will require a higher degree of skill and technical advice than is currently available from Town staff. The applicant has previously submitted \$10,000 for peer review, as required in the ZBA Supplemental Rules, however it will be beneficial for the Town to obtain professional advice from the following consultants as the application review proceeds:
 - a) Engineering Consultant to review stormwater management, soils information, groundwater impacts, wetland impacts and waiver requests from the Sudbury Wetlands Administration Bylaw, grading and other engineering issues. The Applicant's attorney has rejected the Town's current peer reviewer, Janet Bernardo from Horsley & Witten. It is recommended that the firm TetraTech be engaged for this application. If agreed to by the Applicant, I will seek a Scope of Services and cost estimate for this work.
 - b) Traffic Consultant to review traffic impacts. Scope of Services from Vanasse & Associates is attached. Estimated cost is \$6,500.
 - c) Archaeologist to review potential impacts to historic resources on the property. I have contacted the firm Public Archaeology Lab and am waiting for a Scope of Services and cost estimate from them.

As noted above, estimated consultant fees will likely be greater than the initial deposit made. If the above consultants are voted by the Board and agreed to by the Applicant, my office will secure scopes for the above 3 firms, draft contracts for execution by the Town Manager, and confirm delivery dates for reports once the balance of the funds have been received by the Town.

B. Application Materials - Prompt submittal of this information is critical to technical review of this proposal, and delays in obtaining this information will hinder the Town's ability to ascertain basic feasibility of the proposal. There may also be additional information that will be needed as review proceeds.

1. Pursuant to 760 CMR 56.05(2), the Applicant must submit the following additional information:
 - a) Plans stamped by a registered architect or engineer;
 - b) Description of materials for streets, drives, parking areas, walks and paved areas;
 - c) Construction type of buildings and exterior finishes;
 - d) Type of drainage system;
 - e) Type of wastewater disposal system.
2. Pursuant to the Board's Supplemental Rules, the Applicant must submit the following additional information:
 - a) The boundaries and dimensions of the applicant's lots;
 - b) Proposed setbacks from the front property line, center of right of way, all side property lines and the rear property line;



Town of Sudbury

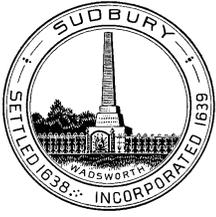
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- c) Two separate plans showing the existing and proposed grade lines, with significant spot elevations in relation to mean sea level;
 - d) Location and details of all proposed signs and exterior lighting;
 - e) Stormwater flow and direction from all disturbed areas of the property, and all proposed stormwater protection features;
 - f) Full size Landscape Plans.
3. Pursuant to the Site Eligibility Letter issued by MassHousing on December 7, 2015, the Applicant is required to address the following issues:
- a) Emergency access provisions within the Project buildings and throughout the site;
 - b) Appropriate measures to address potentially negative visual impacts due to the size, scale and appearance of the proposed multi-family buildings;
 - c) Potential impacts on the integrity of the Sudbury Center Historic District and area historic and cultural resources;
 - d) Implications of the NHESP designation of a portion of the Site as a Priority Species Habitat for the Blue Spotted Salamander;
 - e) Feasibility and effectiveness of the proposed wastewater and stormwater management measures;
 - f) Ability for the local real estate market's capacity to absorb the large number of multi-family housing units currently proposed in Sudbury.
4. Additional materials which will assist the Board in understanding the impacts of this development are requested to be submitted, including:
- a) The anticipated limit of clearing of existing vegetation/trees along all property lines.
 - b) Cross section analysis of the anticipated visual impacts of the proposed development at several locations within the Historic District, including in the cemetery, at First Parish, on Hudson Road, from the Town Hall parking lot and along the proposed rail trail.
 - c) A full Stormwater Report including drainage calculations in support of the proposed stormwater management system. There are no details shown on the proposed system or its structural components.
 - d) Proposed cross-section and plan and profile for the construction of Peter's Way and Peter's Way Extension. These streets were approved by the Planning Board for the use by 1 single family lot. Any change to the approved specifications may require subdivision approval.
 - e) The height of all retaining walls should be indicated. All retaining walls over 4 feet in height require design by a structural engineer.
 - f) A Fiscal Impact analysis describing impacts from the development on the Town's infrastructure, school system, public safety departments, Board of Health and other areas that will be impacted by the inclusion of 250 new housing units.
 - g) Submittal of a Water Impact Report to the Sudbury Water District.
5. The applicant has requested numerous waivers from the local bylaws and regulations, but has not supplied information on the extent of the waivers. For example, a waiver is requested on the height limitation in the Zoning Bylaw, but the total height of the buildings is not indicated. Other variances from the Zoning Bylaw, including setbacks, building coverage, parking, stormwater management



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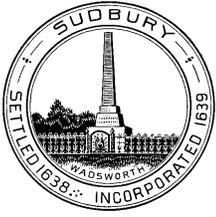
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requirements, etc. should be described in sufficient detail so that the Board can make a determination on its relevance and impact. Extraneous waiver requests should be removed from the list.

Advice from Town Counsel should be sought regarding the relevance of the existing Planning Board decision and covenant for the creation of Peter's Way and Peter's Way Extension to this proposal.

C. Additional Recommendations

1. The existing driveway for #24 Hudson Road is located on the development property. An easement is recommended to be executed between the parties to secure the continued use of the driveway by the abutting property owner.
2. The garage at #30 Hudson Road is shown within the proposed roadway and grading easement. A notation must be added to the Plan stating the structure will be removed.
3. The Board should consider the construction of the development roadway as a public way. This could improve conditions at the intersection of Conrad Road and Hudson/Old Sudbury Road by allowing a bypass of the intersection for vehicles traveling northeast and southwest. However it would require maintenance and plowing by the Town. There are pros and cons to this, however it should be evaluated by the DPW Director. In any event, the Applicant should not be permitted to block through traffic from using the development roadway.
4. The Board should consider requiring some public parking for the Bruce Freeman Rail Trail on the development property. It is noted that a trail connection from the development is shown near the clubhouse building, however the grade in that area is approximately 25%, and no grading is shown.
5. There has been some debate as to whether the Agricultural Preservation Restriction on the northern portion of the property (Parcel C – 26.4 acres) is a permanent restriction pursuant to MGL c. 184, s. 32. If it is not, the Board should work with the Applicant to execute a permanent restriction on this property.
6. It is noted that the proposed wastewater disposal system for the development is a wastewater treatment plant with a design capacity of approximately 45,000 gallons/day (based on 409 bedrooms). This system does not require a permit from the Sudbury Board of Health, but is permitted by Mass DEP. It is recommended that all DEP witnessed soil testing include the Sudbury Health Director, and that the soil test results be submitted to the ZBA.
7. Tenancy data from similar developments in Massachusetts is requested so the Town can better understand the population of residents who will live in the development, and any particular municipal needs that the development will require.
8. The height of all of the residential buildings exceeds zoning, and is a concern for fire protection and public safety response for medical calls, as the buildings do not contain elevators. Over 90 units are located entirely on the 3rd and 4th floors.



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9. The parking plans for the buildings indicate underground parking, with stairs up to the units. It is questioned what the plans for accessibility into the buildings for mobility impaired residents entails.
10. Buildings #12 and #13 should be setback further from the property line to minimize intrusion into the cemetery. The proposed plans indicate a 34' setback, however the area behind the buildings is shown as graded for a drainage swale up to the property line, which will remove all the natural vegetation in this area.
11. The feasibility of the location of Building #3 is also questioned. It is shown as 5 feet from the property line, which property line abuts land in the Agricultural Preservation Restriction. The ability to maneuver around the building during construction does not appear feasible.
12. Total heights of buildings are not shown. It is noted that the "2 story townhouse" structures contain parking at grade, effectively making these buildings 3 stories. Heights to the top of the roof should be measured according to the definition in the Zoning Bylaw and shown on the architectural plans.
13. No gas or electric lines are shown in the development. All utilities must be installed underground.
14. Development of this property would normally require applications in front of the Planning Board (Scenic Road, Stormwater, Public Way Access Permit), Conservation Commission, Historic Districts Commission and Design Review board. However, under MGL c. 40B, s. 21, the ZBA has the authority for the comprehensive approval of the development. These other boards shall make recommendations to the ZBA, and the ZBA can attach conditions to the permit regarding height, site plan, size or shape, or building materials.

I expect that additional comments will be forthcoming once the Town officials have had the opportunity to fully review the proposal.

attachment

cc: DPW Director
Building Inspector
Conservation Coordinator
Health Director
Fire Chief
Town Counsel
Historic Districts Commission
Historical Commission
Board of Selectmen
Planning Board
Applicant



35 New England Business Center Drive
Suite 140
Andover, MA 01810-1066
Office 978-474-8800
Fax 978-688-6508
Web: www.rdva.com

Ref: 7198

February 10, 2016

Ms. Jody Kablack
Director of Planning and Community Development
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

Re: Traffic Engineering Peer Review
The Village at Sudbury Station – Hudson Road and Peters Way Extension
Sudbury, Massachusetts

Dear Ms. Kablack:

Vanasse & Associates, Inc. (VAI) is pleased to submit this proposal for providing Traffic Engineering Peer Review Services in support of the Town of Sudbury's evaluation of the proposed The Village at Sudbury Station residential community to be located off Hudson Road and Peters Way Extension in Sudbury, Massachusetts. Our proposed scope of work will result in a detailed review of the December 2015 *Traffic Impact and Access Study* prepared by MDM Transportation Consultants, Inc. and the associated Site Plans prepared in support of the project with respect to: i) adequacy of access, circulation and parking; ii) Massachusetts Department of Transportation (MassDOT) design standards; iii) Town Zoning requirements as they relate to access, parking and circulation; and iv) accepted Traffic Engineering and Transportation Planning practices. The results of our review will be summarized in a letter provided to the Town for use in reviewing the project. We have also included a budget for the attendance at two (2) meetings with the Town to present the findings of our review and answer questions.

The table below lists the phases and tasks for the Traffic Engineering Peer Review:

	Phase/Task
Element I	1.0 Initial Investigation and Meetings – <i>Enclosed</i>
	2.0 Traffic Engineering Peer Review – <i>Enclosed</i>
	3.0 Project and Public Meetings – <i>Enclosed</i>

We propose to complete the Scope of Services as described within a maximum fee for labor and direct expenses as follows.

Phase	Element I - Tasks	Fee	Schedule	Payment Method
1.0	Initial Investigation and Meetings	\$ 0	1 Week	Time and Materials
2.0	Traffic Engineering Peer Review	4,000	4 Weeks	Time and Materials
3.0	Project and Public Meetings (two (2) meetings)	<u>2,000</u>	As Required	Time and Materials
	LABOR TOTAL Phases 1.0, 2.0 and 3.0	6,000		
	Direct Expenses	<u>500</u>		
	TOTAL	\$ 6,500	Not To Exceed	

The total fixed fee (not to exceed) to complete the Traffic Engineering Peer Review as described herein, including attendance of two (2) meetings and direct expenses, is \$6,500. All services described herein will be billed on a time and materials basis and will be completed at the direction and discretion of the Town. Meeting costs beyond the two (2) meetings budgeted herein will be billed on a time and materials basis at \$200 per hour plus direct expenses.

We are prepared to initiate work and complete the enclosed effort after receipt of the signed agreement. Written authorization must be received before work can begin. If you are in agreement with the attached Scope of Services and terms and conditions of the Agreement, please countersign the original and return it to our office. A copy is included for your files.

We appreciate the opportunity to assist the Town in the review of the subject project. If you should have any questions regarding this agreement or the enclosed materials, please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.



Jeffrey S. Dirk, P.E., PTOE, FITE
Principal

JSD/jsd

Enclosure

cc: DRB



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE & ASSOCIATES, INC.

AND

TOWN OF SUDBURY

FEBRUARY 10, 2015

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, client-furnished information, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Sudbury, hereinafter called the CLIENT, and Vanasse & Associates, Inc. (VAI).

PART I

PROJECT DESCRIPTION

VAI will provide Traffic Engineering Peer Review Services to the CLIENT in support of the Town of Sudbury's evaluation of the proposed The Village at Sudbury Station residential community to be located off Hudson Road and Peters Way Extension in Sudbury, Massachusetts (hereafter referred to as the "Project").

SCOPE OF SERVICES

1.0 Initial Investigation and Meetings (Enclosed)

VAI will provide the following initial investigation services for the proposed project:

- Review previous studies of the area, including studies by other consultants, the state, regional planning agencies, and the local community, in addition to any past VAI efforts.
- Consult with CLIENT to review the scope of work; collect relevant background materials for use in completing the Peer Review; establish project milestones and associated deliverables; and obtain contact information for Town departments.
- Visit the study area to update available information and observe factors that could affect access to the Project site; vehicle, pedestrian and bicycle circulation; public transportation services; and features that may influence the selection of suggested improvements.
- Consult with local and state officials to review current and planned future roadway, pedestrian, bicycle and public transportation improvements in the area that may impact traffic patterns and transportation alternatives available within the study area.



2.0 Traffic Engineering Peer Review (Enclosed)

Perform a detailed review of the December 2015 *Traffic Impact and Access Study* prepared by MDM Transportation Consultants, Inc. and the associated Site Plans prepared in support of the Project for conformance with state and local standards and accepted Traffic Engineering and Transportation Planning practices. Specific areas of review will include the following as may be applicable to the materials submitted in support of the Project:

- Project description
 - Establishment of study area
 - Data collection techniques
 - Safety analysis
 - Future conditions development
 - Trip generation methodology
 - Trip distribution and assignment
 - Build condition development
 - Intersection and roadway capacity and vehicle queue analyses
 - Access and on-site vehicle, pedestrian and bicycle circulation
 - Parking adequacy and design
 - Sight distances
 - Service, delivery and emergency vehicle access and circulation
 - Vehicle queuing
 - Project mitigation
 - Construction phase impacts and mitigation
- Review the Site Plans prepared for the Project relative to access; on-site vehicle, pedestrian and bicycle circulation; parking layout; vehicle queue storage; and safety.
 - The results of our review will be summarized in letters submitted to CLIENT for use in evaluating the Project.

3.0 Project and Public Meetings (Enclosed)

VAI will attend and participate in two (2) project meetings and/or public presentations at the request of and as directed by the CLIENT, to discuss our findings and answer questions from the CLIENT and the applicant. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes. Meeting costs will be billed on a time and materials basis.

CLIENT-FURNISHED INFORMATION

It is understood that VAI will perform services under the sole direction of the CLIENT. In the performance of these services, VAI will coordinate its efforts with CLIENT and other review consultants retained by the CLIENT, as required. The CLIENT shall provide or authorize VAI to obtain from the Project proponent on CLIENT's behalf Project-related technical data including, but not limited to, the following:

- Application (received)
- Site plans (received)
- Engineering survey of the property (received)
- Roadway plans
- Traffic study(ies) and any supplemental information submitted in support of the Project (received)
- Prior conditions of approval issued for the Project, as applicable

VAI will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

VAI will require four (4) weeks to provide the completed Traffic Engineering Peer Review for CLIENT review. This schedule begins on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this Agreement be stopped, the schedule and fee are subject to renegotiation when written authorization to proceed is received.

COMPENSATION

VAI will perform the Scope of Services as outlined in this Agreement within a fixed fee not to exceed of \$6,500 as follows:

Phase	Element I - Tasks	Fee	Schedule	Payment Method
1.0	Initial Investigation and Meetings	\$ 0	1 Week	Time and Materials
2.0	Traffic Engineering Peer Review	4,000	4 Weeks	Time and Materials
3.0	Project and Public Meetings (two (2) meetings)	<u>2,000</u>	As Required	Time and Materials
	LABOR TOTAL Phases 1.0, 2.0 and 3.0	6,000		
	Direct Expenses	<u>500</u>		
	TOTAL	\$ 6,500	Not To Exceed	

A separate budget has been established for meetings to facilitate the tracking of meeting costs internally. All services described herein will be completed CLIENT's direction and discretion and will be billed on a time and materials basis.

In addition to the above labor compensation, VAI shall be reimbursed for expenditures made specifically for the Project, such as printing and reprographics, travel and subsistence, data collection, telephone charges, shipping, postage, and courier service charges, purchase of maps and similar documents, etc. These direct expenses will be billed at cost and are included in the above fixed fee.



SERVICES NOT INCLUDED

The following services may be required at a future date but are not included in this Agreement at this time:

- Preparation of any detailed engineering design
- Preparation of a Transportation Impact Assessment
- Intersection or roadway capacity analysis
- Attendance of additional meetings beyond the two (2) meetings budgeted herein

When services are required in these areas, or areas not previously described, we will prepare a proposal or amendment, at the CLIENT’s request, that contains the Scope of Services, fee, and schedule required to complete the additional items.

CLIENT CONFIRMATION AND AUTHORIZATION

The CLIENT agrees with and accepts this proposal for professional services. The CLIENT also agrees with the Terms and Conditions of Agreement, which is attached, and acknowledges this as being received. Together these constitute the entire agreement between Vanasse & Associates, Inc. and the CLIENT.

The CLIENT certifies that funds or financing are available to meet their financial commitments and maintain the payment schedule under the terms and conditions of this Agreement.

Agreed and Accepted for:

TOWN OF SUDBURY

Total Upset Limit Not to Exceed: \$6,500

By: _____
Authorized Agent

Title: _____

Date: _____

Phase	Fee
1.0	\$ 0
2.0	4,000
3.0	<u>2,000</u>
LABOR TOTAL	\$ 6,000
Direct Expenses	<u>500</u>
TOTAL	\$ 6,500
(NOT TO EXCEED)	

VANASSE & ASSOCIATES, INC. AUTHORIZATION

By: Jeffrey S. Dirk
Jeffrey S. Dirk, P.E., PTOE, FITE

Title: Principal

Date: 02/10/15



PART II

VANASSE & ASSOCIATES, INC. (VAI) TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse & Associates, Inc. (VAI) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and VAI.

1. The fee estimate for the proposed Scope of Services, attached hereto as Part I and incorporated herein by reference, is valid for sixty (60) days from the date of the proposal.
2. Full and timely payment of all amounts due and owing to VAI is the sole responsibility of CLIENT and may not be subject to any third-party agreements.
3. All time schedules set forth in Part I shall commence upon receipt of a signed Agreement and a retainer in the amount set forth below. All retainer amounts will be applied to the final invoice. A RETAINER OF \$0.00 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
4. VAI is not obligated to perform any services not explicitly set forth in Part I. Should CLIENT request that VAI perform any services in addition to those explicitly set forth in Part I, VAI may, in its sole discretion, agree to perform such additional services. Before VAI will begin performance of any such additional services, VAI and CLIENT must enter into a written agreement regarding the scope of, and the compensation to be paid for, such additional services.
5. VAI will render invoices monthly. All invoices are due upon receipt by CLIENT. Any invoice outstanding for more than thirty (30) days after the date of the invoice will be subject to financing charge of 1-1/2 percent per month. VAI will render all invoices on a VAI standard form.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VAI shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.
7. Invoice payments must be kept current for work to continue. If CLIENT fails to pay any invoice due and owing VAI within fifteen (15) days of the date of the invoice, VAI may, in its sole discretion and without waiving any other claim or right against CLIENT, pursue, without limitation, any course of action available at law or in equity, and/or any one or more of the following courses of action:
 - (a) Suspend all services under this Agreement until CLIENT has paid all amounts due and owing VAI and/or any of its Consultants or Subcontractors;
 - (b) Withhold any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement from CLIENT and/or any third-party;
 - (c) Notify any third-party to which any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement of CLIENT's failure to pay all amounts due and owing to VAI;
 - (d) Request the immediate return of all documents prepared by VAI and/or any of its Consultants or Subcontractors under this Agreement from CLIENT and/or any third-party; and/or



PART II (Continued)

**VANASSE & ASSOCIATES, INC. (VAI)
TERMS AND CONDITIONS OF AGREEMENT**

- (e) Deliver a statement to any one or more persons it selects withdrawing support for any documents prepared by VAI and/or any of its Consultants or Subcontractors under this Agreement.

CLIENT agrees to return all documents furnished to it by VAI under this Agreement within fifteen (15) days of a request for such made by VAI.

8. VAI agrees to carry the following insurance during the term of this Agreement: Workers' Compensation, General Liability, Professional Liability, and Comprehensive Automobile Liability. VAI shall maintain during the performance of this Agreement insurance coverage as follows:

General Liability

\$1,000,000 per occurrence Combined Single Limit (CSL) for bodily injury property damage; \$1,000,000 each occurrence and aggregate for products and completed operations; \$2,000,000 general aggregate excluding products and completed operations.

Automobile Liability

\$1,000,000 per accident for bodily injury and property damage.

Employer's Liability

\$1,000,000 per accident for bodily injury or disease.

Worker's Compensation

Statutory.

Professional Liability

\$2,000,000 Aggregate Limit.

Insurance coverage shall be provided by a company or companies licensed to do business in the State of Massachusetts. Such insurance shall name the CLIENT as additional insured.

Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of VAI's normal policies, and it is available, CLIENT agrees to reimburse VAI for such additional expenses.

9. VAI agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by VAI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom VAI is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless VAI, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.



PART II (Continued)

VANASSE & ASSOCIATES, INC. (VAI) TERMS AND CONDITIONS OF AGREEMENT

Neither the CLIENT nor VAI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. VAI shall not be responsible for any damages arising from failure to perform, or delay in the performance of, services identified in Part I which failure or delay arises out of causes beyond VAI's control or without negligence on the part of VAI. VAI shall not be responsible for any consequential damages, including, without limitation, any delay or expense arising out of the exercise by VAI or any right provided to VAI under this Agreement, including, without limitation, the rights to suspend services, withhold documents, and withdraw support as described in paragraph 7. VAI's liability under this Agreement is limited to the total of all fees paid to VAI by CLIENT under this Agreement.
11. All documents including, without limitation, all Drawings and Specifications, prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement are the copyrighted property of VAI. Any copying or distribution of such documents without prior written approval from VAI is expressly prohibited.

VAI does not represent that any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement are suitable for use, and CLIENT agrees not to use such documents, in connection with any extension of the current Project or any other project.

If CLIENT uses any such documents in violation of this paragraph 11, CLIENT shall:

- (a) Be liable for, and indemnify and hold harmless VAI from, all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such use, and
 - (b) In addition to paying all invoices due and owing for services provided under this Agreement, pay VAI the amount of the fee estimate set forth in Part I as liquidated damages presenting a reasonable estimate of the compensation to which VAI would be entitled for generating documents for such use.
12. This Agreement may only be modified in writing and signed by CLIENT and VAI. No act or failure to act by VAI waives any rights provided to VAI under this Agreement or by operation of law.
 13. This Agreement constitutes the entire agreement between CLIENT and VAI regarding the services specified in Part I. In entering into this Agreement, CLIENT has not relied upon any warranties, representations, or statements not set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which CLIENT relied in entering into this Agreement.

VANASSE & ASSOCIATES, INC.
STANDARD HOURLY BILLING RATES

<u>EMPLOYEE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATES</u>
Jeffrey Dirk, P.E., PTOE	Principal	\$200/\$225 ^a
Lori Shattuck	Project Manager	\$ 120
Bernie Guen	Senior Transportation Engineer	\$ 120
Jamie Gregory	Graphics Dept. Manager	\$ 95
Andrea Gaudreau	CADD/Copy Technician	\$ 65
Scott Frontain	Senior Technician	\$ 70
Mary Ellen Fennessy	Word Processor 1	\$ 60

^aExpert witness testimony.

