



# CITY OF GLOUCESTER COMMUNITY PRESERVATION COMMITTEE PROJECT APPLICATION COVER SHEET

## I: Project Information

Project Title: Paint Factory Sea Wall Stabilization

### Project Summary:

We are requesting support for repair and restoration of the seawall on the easterly side of the gravel parking area at the Paint Factory. The restoration of this wall will secure sea wall foundation to prevent further erosion, provide storm resiliency, and preserve the long term community use of the site.

Estimated start date: July 2020

Estimated completion date: July 2021

### CPA Program Area:

- Open Space                       Historic Preservation  
 Community Housing             Recreation

## II: Applicant/Developer Information

Contact with primary responsibility for project: Iain Kerr

Organization (if applicable): Ocean Alliance, Inc.

Mailing Address: 32 Horton Street Gloucester, MA 01930

Daytime phone #: 978-281-2814

E-mail address: kerr@whale.org

Federal ID#: 22-2573677

Secondary Contact: Alicia Pensarosa

Organization (if applicable): Ocean Alliance, Inc.

Mailing Address: 32 Horton Street Gloucester, MA 01930

Daytime phone #: 978-281-2814

E-mail address: apensarosa@whale.org

## III: Budget Summary

Total budget for project: \$113,897.60

CPA funding request: \$68,623

CPA request as percentage of total budget: 60%

**Applicant's Signature:** *Alicia Pensarosa* 05/21/2020

**Printed name and Position:**   Alicia Pensarosa, Assistant Director



**Project Summary:**

We are requesting support for repair and restoration of the seawall on the easterly side of the gravel parking area at the Paint Factory. This area is currently a rip rap edge that is eroding and falling into the water, where the former storage buildings sat on pilings. Due to the removal of the buildings the wall is no longer protected from wave action and is continuing to erode. We would like to remove the fallen rip rap, repair, and replace this wall with concrete blocks to prevent further erosion and to protect the visitor parking area. The fallen rip rap has also created a collection point for trash from the Harbor. Ocean Alliance has installed expanded dockage to host visiting research, training vessels, and historic schooners. The replacement of this wall is important for the preservation of the Paint Factory site and to provide safe community and visitor access to the site.

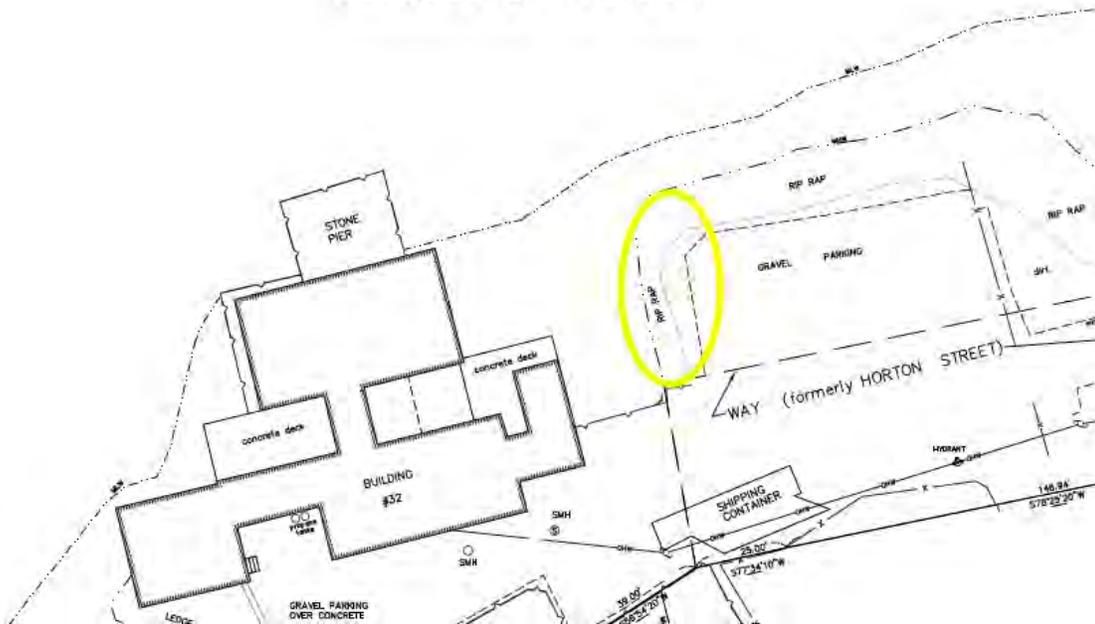




# OCEAN ALLIANCE

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## GLOUCESTER HARBOR



Proposed reconstruction of the wall will include removing the current rip rap edge, clearing the area for a level base structure, and rebuilding the wall using preformed concrete blocks. Phase I of the work will include topographical mapping of the current wall conditions and areas of future work. An engineered site plan will be prepared for permitting.

Environmental permitting will then be conducted with assistance from an environmental consultant group including MEPA review process/Environmental Notification Form and other federal, state, and local permits. The environmental process will include a review of existing site reports and history, prepare documents for State and Federal agencies, delineation of wetland resource areas, prepare City of Gloucester Conservation Commission NOI application, and additional filings as needed.

Once permitting is completed structurally engineered drawings will be prepared for construction. This will include analyses and prepared schematic drawings of the new wall to establishing construction cost estimates. Once the schematic is approved a detailed drawing will be provided, the drawing will include all information necessary for construction.

Construction preparation will include excavating and removing boulders to form and place a stable concrete base for the wall. 108 Shea (Recon) pre-cast concrete wall blocks will be purchased and installed, including large stone tailing behind the wall. It is estimated this work will take 2-3 weeks.

### **What is your organizational mission? Why is this the next logical step in the organization's progress towards its mission or the completion of this project?**

Ocean Alliance, Inc., is a 501(c)(3) non-profit organization, founded in 1971 by Dr. Roger Payne and run by CEO Dr. Iain Kerr. Ocean Alliance's mission is to protect whales and their ocean environment through research, scientific collaboration, public education, and the arts. Since Dr.



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Payne's early work, Ocean Alliance has continued to develop innovative whale research techniques, most recently using drones. SnotBot® is a modified consumer drone that flies through the blow of a whale and collects exhaled "snot" on petri dishes. The blow contains a treasure trove of valuable biological information: DNA, stress and pregnancy hormones, microbiomes, and other biological indicators of the animal's health. Ocean Alliance is expanding the Drones for Whale Research program to develop new drone applications for marine mammal science, and democratizing science through the use of these affordable and adaptable tools.

Ocean Alliance is headquartered at the former Tarr & Wonson Paint Factory site on Rocky Neck. The Tarr & Wonson Paint Factory manufactured the first copper antifouling paint in 1863 until the factory closed in the 1980s. Ocean Alliance purchased the site in 2008 to preserve this historic icon on the Gloucester waterfront and develop an ocean research center.

Education is at our core; we host a bi-weekly Robotics Club at our headquarters. Activities include Drone Blocks, where members can learn to fly and program DJI Tello drones, build a radio-controlled airplane, practice flight skills on our flight simulators, or use our tools and space to work on their own project. Students can come for 30 minutes and run a simulator or stay 2 hours and start building a robot. We provide free instruction, materials, and equipment. The Robotics Club provides a safe, fun, and engaging environment where kids can engage with STEM subjects.

In addition to the Robotics Club, we host educational field trips to teach students about our whale and ocean research and get them involved in STEM activities.

We host local art installations and events focused on art and cultural heritage in partnership with the Rock Neck Art Cultural District and other nonprofit groups like Cape Ann Museum and LuminArtz.

Ocean Alliance completed a feasibility study funded by an Economic Development Administration technical assistance grant to create a maker space innovation center at our headquarters. The goal of the center is to provide the necessary space, prototyping tools, and guidance while promoting a community of collaboration to solve urgent ocean problems and energize the regional blue economy. Our mission for the buildings is to preserve and honor the historic legacy of the Paint Factory with the reconstruction and adaptive reuse of the buildings for 21st-century ocean conservation, marine technology applications, education, and overall community benefit. Ocean Alliance is currently fundraising for this project.

We have fully restored the former office/lab building that now acts as our offices and has begun renovations on the other two brick buildings, A & B. We have renovated the exteriors of A & B, and interior renovations are in progress, including the CPA funded ADA compliant bathrooms. We have hosted art shows, film and TV productions, and our robotics club and will continue to offer community cultural events as renovations progress. Visitors using our docks this summer will also have access to the buildings, events, and Rocky Neck art galleries and shops.

As we were installing the docks and the planned gangway to the parking area, we noticed the unstable condition of the rip rap edge. We are requesting assistance to secure the sea wall to prevent erosion, that will preserve the parking area and prevent further environmental harm. Restoration of the seawall is a small step forward for all of our use cases and community use of the site. We want to have a secure sea wall foundation to prevent further erosion, provide storm resiliency and preserve the long term function of the site. This work, will help us fulfill our



mission of creating a community of collaboration for innovative ocean and environmental solutions, hosting educational programming, increased tourism, and offering space for cultural events.

### **What Community Preservation criteria – both general and category specific – does this project meet?**

The Paint Factory seawall stabilization project meets both general evaluation criteria and the historic preservation category specific criteria. Under the general evaluation criteria, it is consistent with various city plans including, the harbor economic plan and the tourism marketing plan. It is also protecting natural resources that would otherwise be threatened. It meets the historic preservation criteria through preserving and enhancing the essential character of the city, by preserving a site that has held cultural significance since the 1800s and continues to offer public benefit.

### **What community need(s) does this project serve? If the project serves multiple needs and populations, please describe them. If the project serves a population that is currently underserved, please describe.**

This project serves multiple community needs and populations. The Gloucester Harbor Economic Development plan emphasizes the importance of sustaining traditional harbor industries, pursuing new economic opportunities, and building a vibrant and robust harbor economy. This is part of Ocean Alliance's vision, too. Ocean Alliance owns over 1,000 feet of waterfront in a world where waterfronts are becoming ever more privatized. Community access to the site and blue economy development, and collaboration is a key part of our mandate.

Our robotics club members are from area middle and high schools with a wide range of skills and experiences—some members having never used a computer before. These members are learning valuable skills in coding and programming, soldering, problem solving, and teamwork.

There is a need for low cost community space to host events, art exhibits, educational workshops that is easily accessible by land and sea. Ocean Alliance has received requests from area non-profits to use our space for art, writing, and educational workshops; the seawall restoration would allow us to continue to fulfill that demand, provide safe parking and access by water.

This spring we have added our new expanded docks, which will expand tourism access by water. We anticipate that our docks, finished buildings, will attract more out-of-area visitors, including schooners and research vessels that can use our dock, and facilities.

The Tarr & Wonson Paint Factory is one of the most painted and photographed buildings in New England; it attracts visitors and artists from around the globe. Recent users of the site include Rocky Neck Art Colony's Goetemann Artist in Residency Program, Cape Ann Museum's Homer at the Beach exhibit, Gloucester Writer's Center environmental writing workshop, Living Classrooms Lady Maryland school group, Manchester Harbor Boat Club, a ZDF German TV film production, Billy Connolly's Great American Trail iTV travel series, and the Rubicon Centre of Cork Institute of Technology, Ireland.



This site allows us to expand our art & education programming and allow users to host their own educational workshops and cultural events, and use our tools, space, and equipment, while fulfilling our conservation mission.

### **What specific guarantees will assure the long-term preservation of the project?**

Ocean Alliance is dedicated to the long-term preservation of the Paint Factory and its renovation. Ocean Alliance owns the property and has made the Paint Factory our headquarters and has opened it up to public use. We have been fortunate to have unwavering local, state, and global support for the Paint Factory restoration. Our newly expanded docks will provide another revenue stream that will assist with the maintenance and operation of the site. Our plans for an ocean innovation maker space at the site will continue to ensure that the site being used for sustainable blue economy initiatives and available for public use. Any fees/donations for site use will help to cover the maintenance and replacement costs. We are diligent about performing regular maintenance to receive the greatest length of use out of our capital investments and to avoid premature replacement costs.

### **Describe the nature and level of community support for the project.**

We are thankful to have continued local support for our Paint Factory renovation efforts. Ocean Alliance has had many community meetings sharing site development news with local community leaders, non-profits, small businesses, potential users, and historical groups.

We have had support for our Robotics Club programming through the Applied Materials Foundation. We have had partnerships and collaborations with area artists and non-profits, like Rocky Neck Art Colony.

We have strong partnerships with the scientific community in the Gloucester area including NOAA, Gloucester Marine Genomics Institute, Endicott College, UMass Gloucester Marine Station, and more. These partnerships have been helpful while conducting our feasibility study research and identifying users of the site.

Our newest board member and general contractor, Geoffrey Richon, has provided much needed renovation and maintenance support through his expertise and services.

### **How will the success of this project be measured?**

Success will be measured by completion of the seawall within budget and time constraints and by demonstrating continued restoration of the site and public programming.

### **Is ongoing maintenance and upkeep required? If yes, please explain how this will be accomplished.**

Proper installation of the concrete blocks will ensure that the wall remains for years to come with minimal maintenance. The blocks are designed for New England weather and we are working with contractors who have many years of experience installing these retaining walls, any maintenance required will be outlined in the engineered plans.

#### **Feasibility:**

Ocean Alliance will begin the process by going through the necessary environmental permitting processes. Although we understand the importance of environmental permitting, we are not



experts in this type of permitting process and have hired an environmental consultant to help with this work. Outside of environmental permitting we have no known barriers or impediment to this project.

**Applicant Qualifications: Explain your financial and organizational capacity to carry out the project.**

Ocean Alliance's headquarters at the Tarr & Wonson Paint factory was purchased in 2008 for \$2 million. Over the past 11 years, Ocean Alliance has continued site improvements, which included environmental remediation, removal of tanks and debris, removal of lead paint, building renovations, chimney repair for a total cost of \$1,477,326 and land improvements including the addition of a clean utility corridor and sea wall repair for \$243,804.

While these capital improvements have been ongoing Ocean Alliance has continued to pursue its mission to protect whales and their ocean environment through research, scientific collaboration, public education, and the arts, with annual operating expenses averaging \$744,000. These programs are highlighted by notable research expeditions such as Operation Toxic Gulf, the Southern Right Whale Program (longest continuous study of any great whale species; 2020 will be our 50th anniversary), and the development of our Drones for Whale Research program (SnotBot) with expeditions to the U.S., Mexico, Argentina, Dominican Republic, and Gabon, West Africa.

Our positive cash flow over this period, as evidence by the capital improvements to the site, has enabled us to continue our program services, fulfill our mission, and rehabilitate the Paint Factory. We believe that these 11 years of sustainable growth are strong proof that we have the capacity and skill set to manage this project along with fulfilling our mission.

**How does this project contribute to the City's preparation for the celebration of the 400<sup>th</sup> Anniversary of the City's Founding in 2023? This question is informational and will not be used to determine the eligibility of your project.**

The Tarr & Wonson Paint Factory has been a part of many historic Gloucester celebrations and the City's 400th Anniversary is no exception. We imagine the 400th celebration would include historic schooners and the water shuttle using our docks as a drop off/pick up location. We could offer guided tours of the buildings and showcase historic photographs. Artists would be welcomed to paint the buildings, hold workshops, and showcase their work. Today's marine innovators would be onsite to demonstrate their creations and inspire the next generation. A major contribution will be to offer people viewing sites along our road and property for events on the water. This would also include near water parking and tying up tenders from visiting vessels at our docks.



# CITY OF GLOUCESTER

## community preservation committee

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### PROJECT SCHEDULE

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Please provide a project timeline below, noting all project milestones. Please note that because the City Council must approve all appropriations, CPA funds may not be available until up to two months following Committee approval.

	<b>Activity</b>	<b>Estimated Date</b>
<b>Project Start Date: July 1, 2020</b>	<b>Planning and environmental permitting phase</b>	<b>September 1, 2020</b>
<b>Project Milestone:</b>	<b>Structural engineer designs</b>	<b>November 1, 2020</b>
<b>50% Completion Stage:</b>	<b>Excavation and site preparation</b>	<b>March 2020</b>
<b>Project Milestone:</b>	<b>Wall construction begins</b>	<b>May 2020</b>
<b>Project Completion Date:</b>	<b>Wall construction is complete, as-built plans, and environmental permitting closed</b>	<b>July 2020</b>

Please note: If the project is approved, the recipient must provide progress reports to the Committee on a quarterly basis (by the 15<sup>th</sup> of January, April, July and October) depending on the length of the project. The recipient shall also provide an interim report at the 50% Completion Stage, along with budget documentation.



**CITY OF GLOUCESTER**  
community preservation committee

**BUDGET FORM**

Project Name: Paint Factory Sea Wall Stabilization

Applicant: Ocean Alliance, Inc.

<b>SOURCES OF FUNDING</b>		
<b>Source</b>	<b>Amount</b>	
Community Preservation Act Fund	\$68,623	
In-kind service donations	\$5,000	
Dock rental revenue	\$10,000	
Unrestricted Donations-on hand	\$30,274.60	
<b>Total Project Funding</b>	<b>\$113,897.60</b>	
<b>PROJECT EXPENSES</b>		
<b>Expense</b>	<b>Amount</b>	Please indicate which expenses will be funded by CPA Funds:
Topographic mapping, site plan and as built survey	\$5,400.00	Ocean Alliance
Environmental permitting	\$22,650.00	Ocean Alliance
Structural engineered plans	\$3,500.00	Ocean Alliance
Construction-excavation site work, materials, and installation	\$68,623.00	CPA
Construction contingency	\$13,724.60	Ocean Alliance
<b>Total Project Expenses</b>	<b>\$113,897.60</b>	



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**Attachments:**

Consultant quotes for Project

Current Site Plan

Aerial Photos

May 20, 2020

**BY ELECTRONIC MAIL**

Alicia Pensarosa  
Ocean Alliance  
32 Horton Street  
Gloucester, MA 01930  
[apensarosa@whale.org](mailto:apensarosa@whale.org)

167 Main Street  
P. O. Box 716  
Rowley Massachusetts  
USA

978.948.7717 Office

[derosaenvironmental.com](http://derosaenvironmental.com)

**RE: Proposal for Permit Preparation  
Stone Wall Restoration**

**32 Horton Street | Gloucester, MA 01930**

Dear Alicia Pensarosa,

Our firm has prepared the following cost estimate to provide professional services regarding the preparation of any necessary Federal, State, and Local permits of an environmental nature required for the stone wall restoration project. The following scope of work has been prepared based on our knowledge of existing conditions at the site, as well as, our previous conversations with you.

In brief, our costs for assisting with the stone wall restoration and permitting the project will equal approximately \$22,650 and is detailed below. These costs do not include professional services by others including site engineering, survey, or design services. We are able to recommend to Ocean Alliance professionals in these areas.

## Scope of Work/Estimate of Costs

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Our firm will provide the following services through the MEPA Process leading to, and ultimately filing of, an Environmental Notification Form, along with all other required Federal, State, and Local permits. Our services will include the following:

1. Review existing site plans and reports, as well as research site history. Estimated Costs: \$2000.
2. Assist with the preparation of CPA grant application and submittal. Estimated Costs: \$3500
3. Prepare all documents for an Environmental Notification Form : Estimated Costs: \$6500

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Wetland Replication, Wildlife Habitat Assessment, Permit Preparation, and Ecological Services

4. Prepare all documents for submittal to the MassDEP as part of a comprehensive 401 Water Quality Certification application. Cost includes one (1) site walk. Estimated Costs: \$2500
5. Prepare all documents for submittal to the MassDEP as part of a comprehensive Chapter 91 License application. Estimated Costs: \$1500
6. Prepare all documents for submittal to the Army Corps of Engineers as part of a comprehensive Pre-construction Notification project under the Programmatic General Permit. Estimated Costs: \$500 \*should the Army Corps require additional information we will provide a separate cost estimate.
7. Delineate the boundary of existing wetland resource areas protected under the MassDEP Wetlands Protection Act (MGL Ch. 131 Sec. 40). Delineation in the field and sketch showing approximate line and wetland numbering for use by land surveyor to located flags and compile site plan. Estimated Costs: \$650
8. Prepare all documents for submittal to the City of Gloucester Conservation Commission and the MassDEP/NERO as part of a comprehensive Notice of Intent (NOI) Application. Cost includes one (1) site walk and appearance at one (1) public hearing to represent the project. Estimated Costs: \$5500
9. Appear at additional public hearings to represent you and/or the project design. Estimated Costs: \$350/meeting.
10. Appear at additional site walks to represent you and/or the project design. Estimated Cost: \$350/site walk.
11. Work beyond this scope will not be conducted without prior authorization from yourself, or, your authorized representative.
12. This proposal does not include any filing fees, certified mailing, or printing costs or penalties that may be incurred as part of this filing or process.
13. This proposal does not include any costs regarding appeals or other filings and/or submittals regarding the project.

# Payment Terms

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Checks or money orders should be made out to DeRosa Environmental Consulting, Inc. and sent to:

DeRosa Environmental Consulting, Inc.  
167 Main Street, P.O. Box 716  
Rowley, MA 01969

Interim billings will be made on routinely submitted substantiated invoices.

# Contract Agreement

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Receipt of an executed copy of this contract/proposal will constitute notice to proceed.

1. All work product remains the property of DeRosa Environmental Consulting, Inc. until outstanding invoices are paid in full.
2. DeRosa Environmental reserves the right to withdraw all unpaid work product at any time for any reason.
3. Payments on invoices are due within 30 days of receipt and on or before any scheduled hearings, meetings, or site inspections scheduled regarding the project.

Ocean Alliance agrees to the above terms and conditions regarding the retention of DeRosa Environmental Consulting, Inc. to perform the described scope of work.

# Agreed to

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\_\_\_\_\_  
Ocean Alliance or,  
Authorized Representative

\_\_\_\_\_  
Date

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Wetland Replication, Wildlife Habitat Assessment, Permit Preparation, and Ecological Services

We appreciate the opportunity to provide this estimate of costs for you regarding this project. Should you have any questions, please call anytime.

Respectfully submitted,

**DeRosa Environmental Consulting, Inc.**

by Michael J. DeRosa, Principal  
Wetland Ecologist

A handwritten signature in black ink, appearing to read "Michael J. DeRosa", is written over a light gray rectangular background.

michalederrosaj@gmail.com

MJD/mjd

cc: Nancye Rossiter (for the file)  
Evin Guvendiren

LAD Company Inc.

P.O. Box 2

Manchester by the Sea, MA 01944

# Estimate

Date	Estimate #
5/22/2020	1089

Name / Address
32 Horton St. Gloucester, MA 01930

			Project
			Seawall Paint Factory
Description	Qty	Rate	Total
Seawall project for Paint Factory building, Gloucester Harbor, Gloucester, MA			
Prep site, move boulders etc. ( equipment, materials, labor) Site Work		9,080.00	9,080.00
Form and place concrete base for wall Site Work		9,200.00	9,200.00
Supply and install 108 Shea (Recon) pre-cast concrete wall block (plan needs to be engineered and approved) (equipment, material and labor) Site Work		43,915.00	43,915.00
Supply and install large stone tailings (6" x 8") behind wall (equipment, materials, labor) Site Work		6,428.00	6,428.00
Estimate 2 - 3 weeks to complete project once all materials on site.			
Until engineered plans are finalized and approved we will carry a 20% contingency = \$13, 724.60			
Maintenance of wall should be minimal once constructed. Engineer plans will address this more specifically.			
		<b>Total</b>	\$68,623.00

**THE MORIN-CAMERON GROUP, INC.**

66 Elm Street, Danvers, MA 01923

p | 978.777.8586 f | 978.774.3488

www.morincameron.com

**CONTRACT AGREEMENT**

<b>Date:</b> May 19, 2020	<b>Job No.:</b>
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**Work Ordered By:**

Name: Ocean Alliance, Inc. c/o Alicia Pensarosa	Street Address: 32 Horton Street
Phone #: 978-281-2814 x 12	Town, State, Zip: Gloucester, MA 01930
Email: apensarosa@whale.org	

**Project Location:**

Address: 32 Horton Street	Subdivision Lot #:
Town, State, Zip: Gloucester, MA 01930	Map/Parcel #:

**Payment Terms:**

Contract Price: \$5,400.00	Retainer Due: \$1,800.00
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**DESCRIPTION OF WORK TO BE PERFORMED:**

Dear Ms. Pensarosa,

It was a pleasure meeting with you and Iain on site to discuss the proposed improvements you wish to make to the property. Based on our discussion you wish to stabilize the embankment located along the existing parking area by building a retaining wall. As you are aware North Shore Survey Corporation has performed work on this property and it appears they have already established property line control. Our budget below assumes we will be provided with a CAD file of their work which we will add the additional topography as required.

The Morin-Cameron Group, Inc. shall provide the following services with regards to this project:

1. We shall perform a topographic mapping in sufficient detail for the design of the proposed retaining wall. The limit of the topography will also include areas of future anticipated work.
2. We shall add the additional topography to the base plan provided by North Shore Survey Corporation. We shall provide Bill Peterlein, Summit Geoengineering Services, Inc., with an existing conditions plan for his use to design the wall.
3. We shall coordinate with Mr. Peterlein and Mike DeRosa in preparing a final engineered site plan that will be used for permitting.
4. Once the retaining wall is complete we shall perform an as-built survey of the wall location and prepare an as-built plan and certification that the wall location complies to the approved plans.

The estimated budget for these services is \$5,400.00 (exclusive of out of pocket expenses including, but not limited to, the cost for prints and postage and Town/State fees which will be shown on your invoice as an extra under reimbursable expenses).

**THE MORIN-CAMERON GROUP, INC.**

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If you have any questions, please give me a call.

Note: See attached pages for terms and conditions of this contract and labor billing rates.

MCG: John M Morin Client: \_\_\_\_\_

Date: 5/19/2020 Date: \_\_\_\_\_

# THE MORIN-CAMERON GROUP, INC.

66 Elm Street, Danvers, MA 01923

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www.morincameron.com

## Professional Services Terms and Conditions

The Morin-Cameron Group, Inc. (MCG) shall perform the services outlined in this agreement for the stated fee arrangement.

**ACCESS TO SITE:** Unless otherwise stated, MCG will have access to the site for activities necessary for the performance of the services. MCG will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

**FEE:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than twenty percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

**BILLINGS/PAYMENTS:** Invoices for services and reimbursable expenses shall be submitted, at MCG's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, MCG has the right to stop work, and the client shall indemnify and hold harmless MCG against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be distributed on each invoice based on the estimated percentage of each scope of services item completed.

**HIDDEN CONDITIONS AND HAZARDOUS MATERIALS:** A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If MCG has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification; or (2) if MCG has no reason to believe that such a condition exists, then MCG shall not be responsible for the existing condition nor any resulting damages to persons or property. MCG shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

**INDEMNIFICATION:** MCG and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

**RISK ALLOCATION:** In recognition of the relative risks and benefits of the project to both the Client and MCG, the Client agrees, to the fullest extent permitted by law, to limit MCG's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of MCG's fee or other amount agreed upon when added under Special Conditions.

**TERMINATION OF SERVICES:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MCG for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**OWNERSHIP OF DOCUMENTS:** All documents produced by MCG under this agreement, either original or digital, shall remain the property of MCG and may not be used by this Client for any other purpose without the written consent of MCG. Client agrees to indemnify and hold harmless MCG from any claims that arise due to the reuse, misuse or alterations of the work documents.

**DISPUTE RESOLUTION:** Any claim or dispute between the Client and MCG shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of MCG.

**NOTICE OF IMPORTANT RIGHTS:** Under the Federal Fair Debt Collection Practices Act, you are required to be given the following notices: (1) unless you dispute the validity of this debt or any portion of it within thirty days after receipt of this notice, the debt will be assumed to be valid by us; (2) if you notify us in writing within this thirty-day period that the debt or any portion of it is disputed, we will mail a copy of verification of debt to you and (3) upon your written request within this thirty-day period, we will provide you with confirmation that this office is the original creditor. If you request proof of the amount you owe, within the thirty-day period that begins with the receipt of this letter, we will suspend our efforts to collect the debt until the requested information is mailed to you.

# THE MORIN-CAMERON GROUP, INC.

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## 2020 RATE SCHEDULE

### HOURLY FEE SCHEDULE FOR PROFESSIONAL SERVICES

Principal.....	\$225
Engineering or Surveying Director.....	\$175
Engineering or Surveying Manager.....	\$150
Professional Engineer / Professional Land Surveyor.....	\$135
Project Engineer.....	\$110-\$125
Project Surveyor.....	\$100-\$125
Engineering Design Technician.....	\$85-\$105
Surveying Technician.....	\$65-\$95
Draftsperson.....	\$65-\$95
Survey Crew, Robotic Assistance.....	\$135
Survey Crew, Two-Man.....	\$145
Survey Crew, Three-Man.....	\$165
Surveyor, GPS.....	\$175
Survey Crew, GPS.....	\$190
Soil Testing (Licensed Soil Evaluator).....	\$100
Soil Testing (Assistant).....	\$65
Permitting Coordinator.....	\$100
Administrative Support.....	\$65

### OTHER SERVICES

Public Meeting (Engineer, 3-hour min. charge).....	\$525/mtg.
Other Meeting (Engineer, 2-hour min. charge).....	\$350/mtg.
Environmental Monitoring, each inspection.....	\$150 LS
Survey, Construction, 4-hour min. charge.....	\$850 LS
Survey, Construction, >4-8 hours (8-hour min. charge).....	\$1,400 LS
Survey, Construction, >8 hours.....	Time and Material
Other Survey.....	Time and Material

### SINGLE-FAMILY DWELLING

Certified Foundation Plan, Single-family dwelling.....	\$550 LS
Septic System Inspections, each inspection, SF dwelling.....	\$150 LS
Septic System Stakeout, Single-family dwelling.....	\$450 LS
Septic System As-built, Single-family dwelling.....	Time and Material (\$850 min.)
Conservation Commission As-built, Single-family dwelling.....	Time and Material

### REIMBURSABLE EXPENSES

Printing (24 x 36 plan black & white).....	\$3.50/print
Printing (24 x 36 plan color).....	\$5/print
Printing (22 x 34 plan black & white).....	\$3/print
Printing (18 x 24 plan black & white).....	\$3/print
Photocopy Printing (8.5 x 11 black & white).....	\$0.25/page
Photocopy Printing (8.5 x 11 color).....	\$0.50/page
Photocopy Printing (11 x 17 black & white).....	\$0.35/page
Photocopy Printing (11 x 17 color).....	\$0.75/page
Regular Presentation Board (24 x 36).....	\$10/print
High Gloss Presentation Board (24 x 36).....	\$25/print
Mylar Plans.....	\$15/print
Mileage.....	\$0.545/mile



May 19, 2020  
SGS #20149

Alicia Pensarosa  
Ocean Alliance  
32 Horton Street  
Gloucester, MA 01930

Reference: Retaining Wall Replacement Engineering

Dear Alicia;

Thank you for the opportunity to submit this proposal for engineering services associated with the replacement of an existing retaining wall. The following proposal contains a scope of services, fee and schedule for designing a replacement wall. The basis of this proposal is a site visit made on May 11, 2020 to observe the existing conditions and discuss the goals of the project with Ocean Alliance.

### **Scope of Services**

1. Make a site visit to observe the existing conditions and discuss the goals of the project with you and the design team (task completed).
2. Based on information provided by others (topographic survey, barge location, permitting conditions, etc.) perform analyses and prepare schematic drawings of the new wall for review by the team. This schematic is intended to be sufficient for establishing order of magnitude construction cost estimates.
3. Based on the team review comments and value engineering by Contractor(s), prepare a detailed drawing for construction of the new wall. The drawing will include all the information necessary for its pricing and construction.

### **Fee and Schedule**

We propose to undertake the above scope of services for a lump sum fee of \$3,500.

Additional services, including structural designs related to the proposed barge, reviewing contractor bids, making site visits during construction, preparing construction affidavits, and other items not listed above will be performed upon request using the rates on the attached rate schedule.



We can prepare the schematic drawings within one week after receiving the required information (noted above as furnished by others). Final construction drawings can be completed within one to two weeks after we receive team review comments on our schematic drawings.

Thank you once again for this opportunity. If there are any questions, please contact me.

Sincerely,  
**Summit Geoengineering Services, Inc.**

A handwritten signature in blue ink, appearing to read "William M. Peterlein".

William M. Peterlein, P.E.  
President & Principal Engineer

**PROFESSIONAL SERVICES FEE SCHEDULE**

Effective June 1, 2018

**Engineering Services**

Principal Engineer	\$150/hr
Senior Geotechnical Engineer/Geologist	\$125/hr
Senior Surveyor/CAD Designer	\$125/hr
Geotechnical Engineer/Geologist	\$100/hr
Engineering Technician	\$75/hr

**Laboratory Tests (per sample)**

Grain Size w/#200 wash	ASTM D6913	\$150
Grain Size w/hydrometer	ASTM D422	\$200
Atterberg Limit	ASTM D4318	\$150
Standard Maximum Density	ASTM D698	\$200
Modified Maximum Density	ASTM D1557	\$200
Moisture Content	ASTM D2216	\$20
Direct Shear (Per Load)	ASTM D3080	\$200
One Dimensional Consolidation	ASTM D2435	\$600
pH & Redox of Soil by Meter	ASTM G51	\$150
Laboratory Wenner Soil Resistivity	ASTM G57	\$150
Tube Report (Unit Weight/Moisture/Torvane/Description)		\$150

Rates for other laboratory tests quoted on a project specific basis

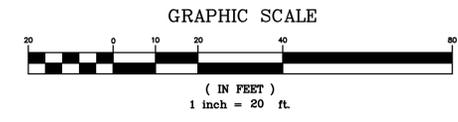
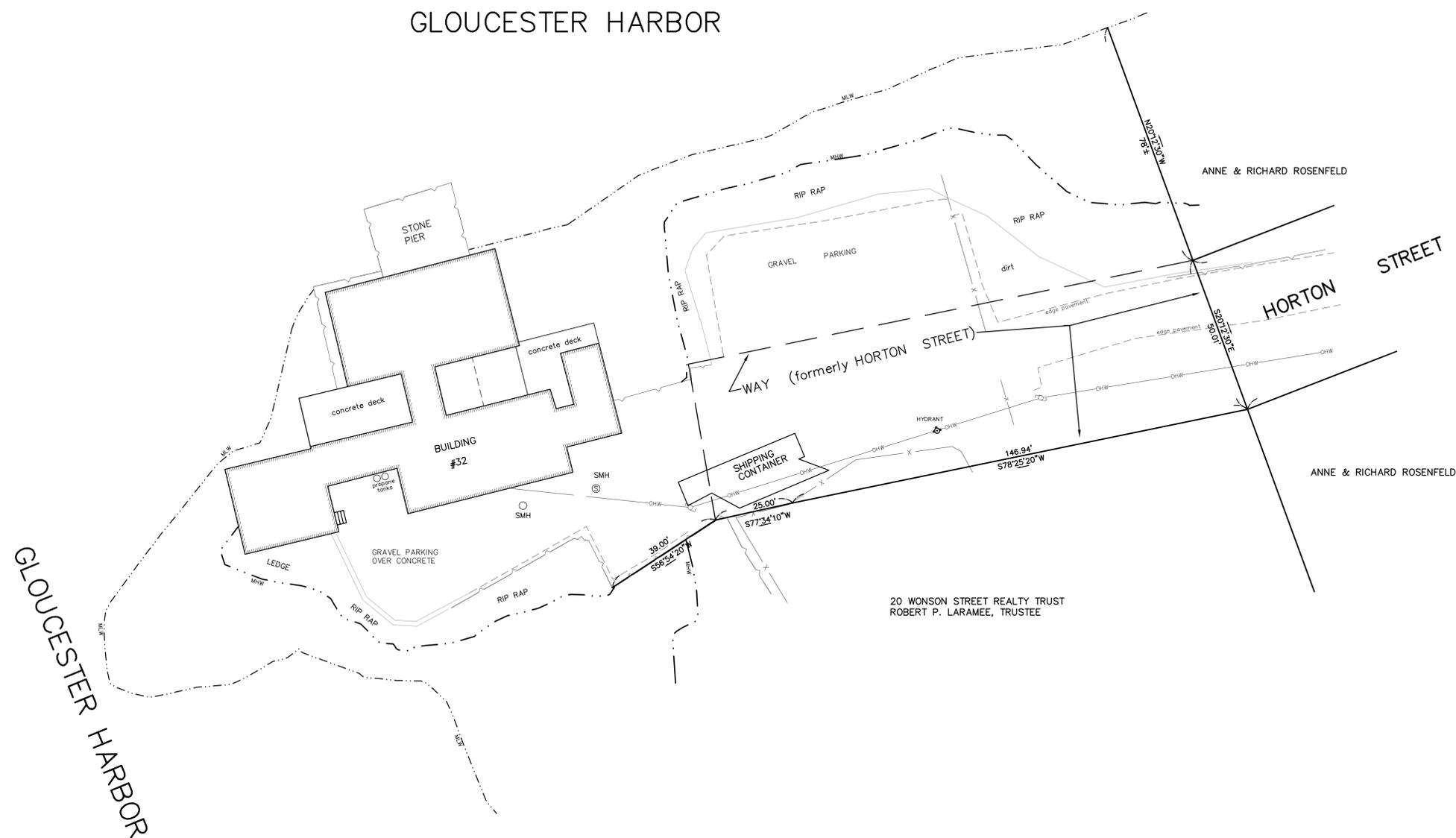
**Reimbursable Expenses**

Mileage	\$0.75/mile
Other Expenses	@ Cost plus 10%



GLOUCESTER HARBOR

- LEGEND
- OHV— OVERHEAD WIRES
  - ⊕ UTILITY POLE
  - ⊙ SEWER MANHOLE
  - ⊕ HYDRANT
  - x— CHAIN LINK FENCE
  - |— STONE RETAINING WALL
  - MHW APPROXIMATE MEAN HIGH WATER
  - MLW APPROXIMATE MEAN LOW WATER



SITE PLAN  
 32 HORTON STREET  
 GLOUCESTER  
 PROPERTY OF  
**OCEAN ALLIANCE**  
 SCALE 1" = 20' MARCH 9, 2020  
 NORTH SHORE SURVEY CORPORATION  
 14 BROWN ST. - SALEM, MA  
 (978) 744-4800



