

## Maren Toohill

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**From:** Mark Gallagher <mgallagher@seal-harbor.com>  
**Sent:** Wednesday, December 04, 2019 9:50 PM  
**To:** Maren Toohill; Michelle Cobleigh  
**Subject:** Healey Corner Road Estimate

Good Morning Maren; My Development Team was reviewing the recently provided costs associated with constructing the road for Healey Corner. We noticed the following items were missing from the quote/estimate;

- No ordinary borrow for fill for the roadway (since it is an old farm, even with the road on grade, there will be loam and subsoil to be removed) It appears their estimate was based upon the cross section and not the actual cuts and fills after the loam is removed. Normally this is taken into account.
- Grading and fill for the storm-water basin – include impervious core for berm, loam and seed. Not included
- No estimate for rip rap
- No provision for erosion control barrier (including replacement of straw bales if not fully stabilized in one season); no estimate for construction entrance rip rap, silt sak's for catch-basins
- No estimate for wetlands replication area – as this is directly down gradient of the storm-water basin and on common land, it should be constructed in conjunction with the road, not the individual lots.
- No cost estimate for on-going SWPPP inspections
- No cost estimate for filing for Certificate of Compliance from Cons Com
- No estimate for legal work related to CR and street acceptance

We also noticed on the plans that the lot grading is integrated into the overall subdivision plans. If lots are not constructed at the same time as the roadway, the estimate should include fill, loam and stabilization of all the shoulders since there is no guarantee that the lots will be constructed right off (especially if the economy falters.) There may also be a need for some temporary drainage where the road is in fill at the low point and runoff would pond if the grading on Lot 4 is not complete. This should be included in the bond estimate.

Also with the lack of test boring's there should be an allocation for unsuitable materials and ledge as well as a strong overall contingency.

The purpose for the bond is in the event that the developer defaults and the town takes over. There should be some money associated with the legal costs if this was to occur especially with a first time Developer. Under estimating a bond has serious consequences.

Lastly the 25% contingency does not cover the increase cost if the town called the bond and had to put it out to bid at prevailing wages. Stow and Boxborough as an example have a 50% markup to cover the public bidding costs, **they require that the bond be estimated at prevailing wages** as well

as escalation of construction costs over time. I know when we had to provide an estimate for the road construction at Bennett Orchards these were the minimum requirements for the Bond. Why has the Town's approach changed?

Also it should be noted at the last meeting the Board was faced with a sub division where the bond was reduced or not estimated correctly and the Developer may be defaulting on the remaining bond which is insufficient to cover the costs of completion. With this in mind, I would assume the Town would want to insure the Bond is more than sufficient as they have with other developer's before any approval is considered and another review is provided.

Thanks

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