KV Partners LLC
P.O. Box 432, New Boston, NH 03070 (603) 731-1562

July 22, 2026

Planning Board
Town of Mason
16 Darling Hill Road
Mason, NH 03048

Re: Onyx Corporation Road Safety Review

Dear Board Members:

KV Partners is pleased to submit this Agreement to provide professional engineering services for engineering review of the Traffic Study and a Road Safety Analysis on the proposed haul routes for this project in accordance with Scope of Services below and the General Conditions and Fee Schedule attached.

1. SCOPE OF SERVICES

Review Traffic Analysis (TEPP) and Operations Plan (Onyx Gravel Corp.)
The Traffic Analysis will be reviewed based on standard engineering practices proposed site conditions. As part of the review we will field check the roadways and intersection on the haul routes (Brookline and Mason) to determine existing conditions and intersection and lane configurations. The Traffic Analysis focuses primarily on roadway capacity and sight distances at the proposed driveway to the gravel pit.

Roadway Safety Analysis
The area roadways on the haul routes (primary and secondary) are primarily 22' to 24' wide collector roads that are rural in nature and mostly residential except for a recreational facility and a summer camp in Brookline and a restaurant in Mason. The safety analysis will include sight distance measurements at intersections and vertical and horizontal curves in the roadway alignment (where sight distance limitations are possible) on the access route roads. Deficiencies in roadway sight distance, intersection sight distance, and roadway widths will be evaluated for safety and recommendations made for any improvements needed. The improvements will be described at a conceptual level of detail (no detailed field survey or design). Recommendations may include reduced speed limits, signing, roadside clearing, roadside grading, and roadway alignment modifications. Local roads will be evaluated in Brookline and Mason as requested. State maintained roads will not be evaluated since the Towns have no jurisdiction over those roadways.

Roadway Condition and Deterioration Evaluation
The existing roadway conditions will be evaluated considering the current pavement conditions and traffic loads. While it is impossible to accurately calculate the level of damage that will occur from the additional heavy vehicle loading from the gravel operations trucks, existing roadway physical conditions, current rate of deterioration, additional heavy vehicles, and consultation with the Road Agent will be used to estimate the future roadway improvements needed after years of heavy truck traffic (shim and overlay or reclamation and repaving). Based on the level of deterioration expected, a repair estimate will be developed for the Town to use as a basis of a roadway repair bond amount.

Report
The findings of the traffic study review, roadway safety analysis, and the pavement condition and deterioration evaluation will be presented in a report. The report will also include recommended off- site improvements (if required) and bond estimates.

2. INFORMATION AND SERVICES TO BE FURNISHED BY THE TOWN AND ASSUMPTIONS

The Town will furnish to and shall assist KV Partners in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the work contemplated under this Agreement and provide such services as indicated herein. In general, this will consist of the following:

- Provide access to available records, information, and data necessary to perform the services as described herein.
- Arrange for access to and make provisions for KV Partners to enter public and private properties, as required, to perform the services as described herein.
- Meetings are not included in this agreement and will be billed at the hourly rates in the attached spreadsheet.
- Survey and design of any proposed improvement are not included in this agreement.

3. SCHEDULE

The work will be completed within four weeks of the notice to proceed .

4. FEE AND PAYMENT

Compensation for the scope of services described herein will be on an hourly basis based on the applicable billing rates (attached) plus any applicable reimbursable expenses based on the attached spreadsheet. The total estimate fee for this work is $4,900. Invoices will be submitted monthly and are payable within 30 calendar days from the date of the invoice.

5. ACCEPTANCE

If this Agreement meets with your approval, please sign and date the Agreement as indicated below. Please return one copy of this Agreement to my attention at P.O. Box 432, New Boston, NH 03070. If you have any questions or need any additional information, please feel free to contact me at 603-731-1562 or mvignale@kvpllc.com. Thanks!

Sincerely,

KV *Partners LLC*

Michael S. Vignale, P.E.
Principal Engineer

Town of Mason, New Hampshire

_____

_____
Date

Sidewalk Project Newport, NH
7/22/2026

FEE PROPOSAL

Task 1 - Preliminary and Final Design	**Principal Engineer**	**Senior Engineer**	**Engineer**	**Total**	**Fee**
Review Traffic Analysis and Operations Plan	8			8	
Roadway Safety Analysis	16			16	
Roadway Conditiona Evaluation	8			8	
Report	8			8	
TOTAL HOURS	40	0	0	40	
HOURLY RATE	$115	$105	$95		
TOTAL LABOR	**$4,600**	**$0**	**$0**	**$4,600.00**	**$4,600**
EXPENSES					
Mileage				$200	
Printing and Miscellaneous				$100	
TOTAL EXPENSES				$300	***$300***
Total Design Fee					**$4,900**

KV Partners *LLC*
P.O. Box 432, New Boston, NH 03070 (603) 413-6650

GENERAL CONDITIONS

The Town of Mason (the Town) and KV Partners hereby agree as follows:

A. Governing Law: This Agreement shall be governed by the laws of the State of New Hampshire.

B. Payment: Payment of invoices shall not be subject to any discounts or off-sets by the Town unless agreed to in writing by KV Partners. Payment to KV Partners for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

C. Suspension of Services: If the Town fails to make payments when due or otherwise is in breach of this Agreement, KV Partners may suspend performance of services within seven (7) calendar days' notice to the Town. KV Partners shall have no liability whatsoever to the Town for any costs or damages because of such suspension caused by any breach of this Agreement by the Town.

D. Termination: Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons: substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; suspension of the Project or KV Partners services by the Town for more than ninety (90) calendar days, consecutive or in the aggregate; or material changes in the conditions under which the Agreement was entered into. In the event the termination is not the fault of KV Partners, the Town shall pay KV Partners its compensation for services performed up to the termination date, plus costs incurred by KV Partners associated with the orderly termination of the Agreement. Either party may also terminate this Agreement for no cause upon thirty (30) days' written notice.

E. KV Partners shall, at its expense, obtain and maintain insurance to protect itself from claims under workmen's compensation acts; claims or damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of KV Partners. KV Partners shall provide insurance coverage with limits of liability as specified in the attached insurance certificate.

F. The Town acknowledges that KV Partners is a limited liability company and agrees that any claim made by the Town arising out of any negligent acts, errors or omissions of any owner or employee of KV Partners in the performance of duties under this Agreement shall be made against KV Partners as a limited liability company and not against such owner or employee.

G. This contract does not oblige the Town to provide KV Partners all its Professional Engineering Services requirements or any specific portion of its engineering services requirements. The Town reserves the right to contract with other parties for such services.

H. KV Partners' services shall be performed consistent with and limited to the standard of care applicable to such services, which is that KV Partners shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. KV Partners shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. This standard of care shall govern all obligations under this Agreement. Such standard of care is not a warranty or guarantee, and KV Partners shall have no such obligation.

I. Indemnification: the Town agrees to indemnify and hold harmless KV Partners from all claims and costs (including, but not limited to, attorney's fees) arising out of the Agreement except when such claims and costs are caused by the intentional torts, negligent acts, errors, or omissions of KV Partners. KV Partners agrees to indemnify and hold harmless the Town from all claims against the Town arising from any negligent acts, errors, or omissions of KV Partners.

J. Hazardous Materials: the Town recognizes and accepts that the property owner is legally responsible for the presence, discharge, release, or escape of contaminants and for the proper handling and disposal of hazardous materials found on site. the Town also agrees to hold harmless, indemnify, and defend KV Partners from and against all claims, losses, damages, liability, and costs (including, but not limited to, attorney's fees) resulting from the presence of hazardous materials found on site.

K. Documents: All reports, field data, notes, calculations, estimates, designs, and other documents (in digital or hard copy format) which KV Partners prepares are instruments of service and shall becomes the property of the Town. the Town shall indemnify and hold harmless KV Partners from all costs, claims and damages resulting from the Town's unauthorized alteration of such documents.