

FIRST AMENDMENT TO CONTRACT FOR  
THE PROCUREMENT OF ENGINEERING SERVICES  
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK, MASSACHUSETTS

This First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen (“The Town of Natick” or “the Town”) and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 (“the Contractor”) (collectively “the Parties”) is entered into this eighteenth day of September, 2017.

WHEREAS, the Parties are parties to a contract entitled “Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts,” dated April 18, 2017 (the “Agreement”);

WHEREAS, pursuant to Article 5 of the Agreement (“Payment”), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00);

WHEREAS, due to unavailability of funds, the Town needs to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00); and

WHEREAS, the parties agree to revise the amount of available funds as such.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 5 of the Agreement (“Payment”), delete the first four (4) full paragraphs and replace the same with the following text:

“In consideration for the Contractor’s performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor’s proposal, with a sum not to exceed two hundred twenty thousand dollars and zero cents (\$220,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

The parties agree that design tasks from the Contractor’s proposal, as directed by the Town, and as performed by the Contractor, shall be billed at the hourly rates for design, as set forth in the Contractor’s proposal. The tasks to be performed within such design services shall be at the direction of the Town.

The parties agree that, at present, this Contract is strictly for design and shall be limited to the tasks as directed by the Town. The parties agree that, notwithstanding any other provision of this Contract, the total sum for which the Town shall be

responsible presently is limited to two hundred twenty thousand dollars and zero cents (\$220,000.00).

Completion of further design work beyond \$220,000.00 would require further appropriation and would require a further contract amendment. Completion of any construction administration services would require further appropriation and would require a further contract amendment.”

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

Beta Group, Inc.

By:

By:

The Natick Board of Selectmen

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Jonathan H. Freedman, Chairman

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Signature

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Susan G. Salamoff, Vice Chairman

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Printed Name

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Richard P. Jennett, Jr., Clerk

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Printed Title

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Michael J. Hickey

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Amy K. Mistrot

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31, that an appropriation in the amount of this Agreement is available therefor, and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

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Dated: \_\_\_\_\_

Arti P. Mehta  
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

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Dated: \_\_\_\_\_

John P. Flynn, Esq.