



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William D. Chenard, Acting Town Administrator

FROM: Bryan R. Le Blanc, Procurement Officer
James Errickson, Director, Community & Economic Development

DATE: January 8, 2017

SUBJECT: CONTRACT AWARD
Beta Group, Inc./Route 27 Project

The Town utilized the services of Beta Group, Inc. (Beta), under a blanket contract entitled "On-Call Engineering Services Contract," on an as-needed basis. The contract term began on August 22, 2013, and concluded on June 30, 2016. During the term of the blanket contract with Beta, the Town secured the services of Beta to commence design work for the Route 27 Project. The Town had hoped that Beta would be able to complete work to achieve twenty-five percent (25%) design for the Project, a milestone in this area, prior to the expiration of Beta's contract. For the Route 27 project specifically, Beta had authorization under the blanket contract to perform services totaling \$97,980.00. Unfortunately, approvals needed by certain state agencies, most notably the Massachusetts Department of Transportation (MassDOT), were delayed, preventing Beta from finishing its work prior to the expiration of the Beta blanket contract on June 30, 2016. Beta was subsequently awarded a contract to complete 25% design in the spring of 2016.

The Town desires to have Beta achieve the 75% design milestone with Beta. State statute exempts the procurement of engineering services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Because Beta has conducted the lion's share of the preparatory and work to achieve the 25% design milestone, it would seem to make sense to have Beta continue through 75% design work. Beta has also pledged to complete additional work, as outlined in tasks 1 through 4 of its scope supplement section of the fee proposal, for feasibility work for a roundabout study (which the Town has determined to be necessary for the project). It has also listed expenses, which the Town finds to be reasonable.

There is currently sufficient funds of \$600,000.00, which will allow Beta to complete the 75% design (\$544,800.00), to complete the roundabout feasibility review (tasks 1-4) in scope supplement 1 (\$20,000.00), and to be paid expenses. ($\$600,000.00 - \$564,800.00 = \$35,200.00$). We would request that a contract be awarded to Beta for \$600,000.00.

The funding to cover this comes from the following:

00020291 584000 Rt 27 Design/Cssts Art 18 FTM '15 - \$448,000

00020339 584000 Rt 27 Design/Costs – Art 22 FTM '16 - \$200,000.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE
ROUTE 27 PROJECT IN NATICK, MASSACHUSETTS

This Contract is made this sixteenth day of January, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Beta Group, Inc., a corporation organized under the laws of the State of Delaware, with a principal office located at 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865, and a Massachusetts office located at 315 Norwood Park South, 2nd Floor, Norwood, MA 02062 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, regarding the subject matter or partial subject matter of this Contract are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide engineering services for the Route 27 Project in Natick, Massachusetts through seventy-five percent design, as outlined in Attachment A1.

Additionally, the Contractor shall also perform tasks one (1) through four (4), as enumerated under the heading of Scope Supplement in Attachment A1.

The Town recognizes that the completion of all other design services outlined in Attachment A1 would require a separate amendment to this Contract and would require sufficient sums to fund such services to be appropriated.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall

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be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract.

5. Payment

In consideration for the Contractor's performance of design work through seventy-five percent design, as described in Attachment A1, and for tasks one (1) through four (4) enumerated in the section entitled Scope Supplement in Attachment A1, all in accordance with the requirements of this Contract, the Town shall pay the Contractor the amount of five hundred sixty-four thousand eight hundred dollars and zero cents (\$564,800.00). Expenses shall also be allowed to the extent incurred and to the extent approved in writing by the Town of Natick. However, the parties recognize that the total expenditure available for such design and related expenses shall not exceed six hundred thousand dollars and zero cents (\$600,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

The performance of further services as outlined in Attachment A1 would require additional appropriation and would require a future contract amendment.

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

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Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual

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liability.

- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. Professional Liability Insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- h. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company and/or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- i. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- j. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of

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commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.

- k. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- l. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

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11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the

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Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

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- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: William D. Chenard, Acting Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410

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Quincy, MA 02169

If to the Contractor: Kien Ho., President
Beta Group, Inc.
6 Blackstone Valley Place, Suite 101
Lincoln, RI 02865.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for

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the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their

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employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

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v. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

The Town of Natick, Massachusetts

Beta Group, Inc.

by: the Natick Board of Selectmen

by:

Jonathan H. Freedman, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Amy K. Mistrot

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

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John P. Flynn, Esq.

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

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ATTACHMENT A1.

PROJECT DESCRIPTION

The PROJECT involves the development of traffic and roadway improvements along North Main Street (Route 27) from North Avenue to Wayland Town line, but excluding the Route 9 Interchange area (North of Bacon Street to South of Rutledge Road). The overall distance of the PROJECT is approximately two (2) miles.

The work shall include the milling and overlay of roadway pavement, limited roadway widening, construction / reconstruction of sidewalks, and installation of curbing, as well as grading and construction of new storm-water collection facilities.

South of Route 9, there are three (3) key intersections in this segment the PROJECT. It is anticipated that the PROJECT scope will include the upgrade of existing traffic signals at one location, a new traffic signal at one location and geometric type improvements at one location. These locations are summarized below:

- North Main Street /Bacon Street (Upgrade Signals)
- North Main Street /Lake Street (New Signal)
- North Main Street /Grove Street/Kinsman Street (Geometric)

North of Route 9, there are three (3) key intersections in this segment of the PROJECT. Proposed work includes implementation of a roundabout at one (1) location and a possible new installation at another and geometric improvements at one (1) location.

- North Main Street /Pine Street (Roundabout)
- North Main Street/East Evergreen Road (Upgrade Signals)
- North Main Street /Rutledge Road (Geometric)

The intent is for the PROJECT'S construction to be funded by MassDOT. Accordingly, the work will be performed in conformance with the standards and staged design development procedures of MassDOT. The 25% design has been completed and approved by MassDOT for advancement. The scope and fee includes development of the 75% and 100%/PSE design submissions.

SCOPE OF SERVICES

A breakdown of Basic Design Phase Services, which shall be performed by Beta Group, Inc., is as follows:

- 1.0 Data Collection
- 1.1. Perform borings for mast arm foundations. Mast Arm locations are assumed to be as indicated in the 25% design plans.
- 1.2. Perform a combination of probes and borings (ten (10) probes and ten (10) borings) for drainage design.

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- 1.3. Field Locate test pits for purpose of identifying utility conflicts. Fifteen (15) test pits are assumed required. Test pits shall be excavated and logged by the Town with results provided to BETA for use in design.
- 1.4. Compile Detailed Field Survey to locate existing physical surface features in the vicinity of two (2) detention ponds. Detail coverage shall include general surface topography and features as applicable (i.e., such as back of walk, wetland flagging, edges of streams, driveways, utility castings, utility poles, utility markings, walls, fences, major trees (greater than eight (8) inches in diameter).
- 1.5. Integrate mapping into existing TIN.

- 2.0 Roundabout Concept Evaluation
- 2.1. Evaluate the feasibility of use of a roundabout for traffic control at the intersection of Pine Street and Route 27. Prepare concept plan of roundabout for discussion with the Town. Attend one (1) review meeting, one with MassDOT to discuss feasibility. The Town will coordinate concept with local abutters.
- 2.2. Revise and Resubmit roundabout concept to MassDOT per MassDOT comments.
- 2.3. Coordinate utility pole relocations with MassDOT. Field walk not required.

- 3.0 Environmental Permitting
- 3.1. Delineate Wetland Resources within regulated limits of the proposed work limits. Wetlands delineation will be recorded using GPS so that wetland flags can be located on the project plans.
- 3.2. Prepare Categorical Exclusion checklist and ENF for coordination by MassDOT.
- 3.3. Attend pre-submission coordination meeting with the local Conservation Commission to review proposed design. Prepare and submit Notice of Intent. Attend two (2) meetings with the Conservation Commission.

- 4.0 Project Meetings
- 4.1. Attend Informational / Project Meetings to present and discuss the PROJECT per the following schedule
 - 75% Design – Attend eight (8) meetings with the Town, Town Boards, MassDOT or other involved state agencies and two (2) meetings with Utility Companies. Workshops or other community meetings are not anticipated required.

- 5.0 75% Highway Design Submission
- 5.1. Finalize Roadway Design including intersection geometry, horizontal alignment, mainline profiles, cross-sections, wheelchair ramp design, and layout. Finalize sideline grading and required transitional work on private property in order to define the limits of easements. Also, complete mill

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- and overlay pavement design per 25% design submission. Prepare construction plans for Roundabout at Pine Street and Route 27, including general layout, pavement marking, and grading.
- 5.2. Perform Traffic Signal design for three locations including layout, sequence and timing chart, major items list, detector layout, signing and pavement markings. Effort also includes detailing pavement markings and upgrading signage throughout the PROJECT to meet with the proposed design.
 - 5.3. Prepare twenty (20) scale design plans for the PROJECT, including General Plans, Grading & Tie Plans and Traffic Plans. The effort will also include the preparation of miscellaneous drawings, including cover sheet, key plan, construction detail sheets, and traffic sign summary.
 - 5.4. Prepare special provisions in accordance with MassDOT's Standard Specifications.
 - 5.5. Develop construction traffic management plan using standard phasing details for construction implementation.
 - 5.6. Perform Itemized Quantity take off and prepare estimate of probable construction cost. Engineer's cost estimates will be based on recent available Weighted Average Bid Prices from MassDOT.
 - 5.7. Compile 75% Design Submittal Package including Plans, Special Provisions, Quantity Take Off and Detail Sheets. The Submittal Package will also a completed 75% Design Check List. The preparation of a Traffic Control Agreement is not anticipated at this time assuming that this PROJECT will be funded by State funds.
- 6.0 75% Drainage Design Submission
- 6.1. Perform drainage pipe sizing computations. Review borings, probes and test pit data relative to system design. Finalize modifications to surface collection facilities for storm-water runoff to meet the proposed roadway design and grading. Design retention/detention ponds at two locations. Modify 25% design to incorporate roundabout at Pine Street and Route 27.
 - 6.2. Prepare twenty (20) scale design drainage plans and details. Prepare drainage special provisions.
- 7.0 75% Right of Ways Plans
- 7.1. Update Right of Ways plans depicting approximate right of way impacts including takings and required temporary easements per MassDOT guidelines. It is anticipated that the Town will be responsible for coordination of the ROW procurement process including preparation of taking plans, permanent easement plans and accompanying instruments for registry filing. Alternatively BETA to provide assistance as an additional service.
- 8.0 100% Design / PS& E Submittals
- 8.1. 100% Design – Attend six (6) meetings with the Town, Town Boards,

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- MassDOT or other involved state agencies.
- 8.2. Attend two (2) comment resolution meetings with MassDOT to discuss 75% review comments. Address/Incorporate received 75% Design Comments to the extent possible and advance the PROJECT to the 100% Design level. Compile 100% Design Submittal, including Comment Resolution and 100% Design Check List.
 - 8.3. Prepare Detail Sheets and Finalize the quantity take off
 - 8.4. Address/Incorporate 75% ROW Design Comments received to the extent possible and advance the Right of Way plans to the 100% Design level.
 - 8.5. Incorporate 100% Design submittal comments received and prepare PS&E submittal for MassDOT's use in bidding the PROJECT.

Design Assumptions

The following assumptions form the basis of the scope and the planned effort.

- o It is anticipated that no- standard structural retaining walls are not required. Any non-standard mast arms shall be specified for Contractor design.
- o Hazardous materials investigations or mitigations, if needed, will be performed as an additional service.
- o Design of utilities other than modifications to drainage system, if needed, will be performed as an additional service.
- o Town will be responsible for test pit excavation and logging. BETA to field mark locations
- o Town will be responsible for paying for police details as may be required by survey, borings, test pits and other field activity.
- o No Article 91 Coordination is required.

Scope Supplement

Include an allowance item for future authorization by the Town pending outcome of roundabout feasibility review with MassDOT (Item 3.1). Allowance Item provided to support possible additional MassDOT requirements following discussion of roundabout feasibility.

1. Prepare technical memorandum to supplement the FDR regarding removal of signals at Pine Street. Full report update not required.
2. Attend two (2) meetings with the Town/MassDOT to resolve outstanding issues, advance concept. One of MassDOT meetings assumed to be with MassDOT ROW to discuss general ROW considerations for the roundabout. Local abutter coordination for roundabout by the Town.
3. Update roundabout concept per MassDOT comments. Update ROW plans to include roundabout concept.
4. Prepare for and attend Local informational hearing to present the revised roundabout concepts to the Public.

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BUDGET

North Main St (Route 27)

25% to 100%/PSE

The fee for services is a fixed fee of eight hundred sixty-one thousand eight hundred dollars and zero cents (\$861,800.00). A general breakdown of this effort is as follows:

Labor

75% Design Submission

1.0	Data Collection/Subsurface Coordination	\$4,900
2.0	Roundabout Concept Evaluation	\$9,600
3.0	Environmental Permitting	\$21,200
4.0	Meetings /Liaison	\$20,200
5.0	75% Highway Design	\$291,700
6.0	75% Drainage Design	\$166,500
7.0	75% ROW Plans	\$30,700
	Sub-Total	\$544,800

100%/ PS&E Design/Submission

8.1	Meetings /Liaison	\$15,000
8.2,8.3	100% Design/Submission	\$186,800
8.4	ROW Plans	\$19,600
8.5	PSE Submission	\$37,100
	Sub-Total	\$258,500

Expenses

Field Survey (Detention Ponds)	\$5,000
Borings (signals)	\$17,000
Probes / Borings (drainage)	\$25,000
Wetland Flagging	\$2,000
Printing	\$8,000
Miscellaneous	\$1,500
Sub-Total	\$58,500

TOTAL \$861,800

Scope Supplement

(Additional task related to Roundabout if required by MassDOT, including Supplement to FDR, Town and abutter meetings, ROW Plans updates, Design Public Hearing)

TOTAL \$20,000