

## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator-Operations

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** June 11, 2019

**SUBJECT: SECOND AMENDMENT TO CONTRACT  
Beta Group, Inc./Route 27 Project**

The Town and Beta Group, Inc. (Beta), are parties to a contract entitled "Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts." Under the terms of this contract, dated January 16, 2018, Beta was charged with providing seventy-five percent design work services for the Route 27 Project.

In late 2018, it was necessary to secure additional engineering services associated with the many right of way issues that will be involved in temporary and permanent easements, as well as in potential takings, for the Project. The Town entered into the First Amendment to Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts in order to contract for the performance of such services. It also added an additional year to the contract term.

At this point in the Route 27 Project, additional services still are necessary to bring the Route 27 Project in conformance with full MassDOT requirements and to complete full design (100%) of the Route 27 Project. The total of such additional work is \$192,100.00. This will bring the entire contract sum to \$1,142,200.00.

Such additional services are exempt from statutory procurement in Massachusetts. M.G.L. c. 30B, §1(b) (32A) specifically exempts the services of "architects, engineers, and related professionals" from the scope of the Uniform Procurement Act. Additionally, as no vertical building is involved, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.* will not be relevant to the award. Such law only applies to public building (as opposed to public works or horizontal) construction.

We ask the Natick Board of Selectmen to approve the Second Amendment hereto, which will add the additional scope of services through a new Attachment A3 to the existing contract. It will also add an additional year to the contract term, so that the full design work can be performed through January 2021.

The Town has sufficient funds to allow for performance of all services in the Scope of Services in Attachment A1 (as in the original contract), in the Scope Supplement in Attachment A1 (as in the original contract), in the Second Scope Supplement in Attachment A2 (as in the First Amendment), and the Third Scope Supplement in Attachment A3 (as in the Second Amendment). As fully amended by this Second Amendment, the documents will provide a contract that will allow all design services for the complete Route 27 Project as intended. Full appropriation for such work has been made through Fall 2018 Town Meeting. Hence, the Contractor, under this Second Amendment, will be billed at hourly rates, with a total contract sum of \$1,142,200.00.

Funding Information – Account No. 508801 588600 - \$1,142,200.00

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

This Second Amendment to Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts is made this 24<sup>th</sup> day of June, 2019, 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”).

WHEREAS, the Town and the Contractor are parties (collectively “the Parties”) to a Contract entitled “Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts,” dated January 16, 2018 (the “Contract”);

WHEREAS, in the course of the Contract, the Route 27 Project has required certain additional engineering services to be needed in addition to those services enumerated in the Contract, necessitating the First Amendment to Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts (“Amendment 1”) that was dated November 2018;

WHEREAS, in the course of the Contract, the Route 27 Project now requires further additional engineering services to bring the Route 27 Project into compliance with Commonwealth of Massachusetts Department of Transportation (MassDOT) standards and to complete full design of the Route 27 Project.

WHEREAS, such additional services are exempt from procurement, pursuant to the provisions of M.G.L. c. 30B, §1(b) (32A), as they constitute services of “architects, engineers, or related professionals”;

WHEREAS, the Town desires the Contractor to provide such additional services;  
and

WHEREAS, the Contractor desires to provide such additional services.

NOW, THEREFORE, the parties hereby agree as follows:

1. In Section 1 of the Contract, entitled “Scope,” strike the current language, as amended by Amendment 1, and replace with the following text:

“In consideration of the obligations herein contained, the Contractor shall provide services for the Route 27 Project in Natick, Massachusetts, as outlined in the Scope of Services and Scope Supplement sections specified in Attachment A1. Additionally, the Contractor shall provide additional services as outlined in the Second Scope Supplement at Attachment A2. Additionally,

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the Contractor shall provide additional services as outlined in the Third Scope Supplement at Attachment A3.”

2. In Section 3 of the Contract, entitled “Term,” strike the language, as amended by Amendment 1, and replace with the following text:

“The term of this Contract shall commence as of the execution date of this Contract and shall end three (3) years later.”

3. In Section 5 of the Contract, entitled “Payment,” strike the first paragraph, as amended by Amendment 1, and replace with the following text:

“In consideration for the Contractor’s performance of all services outlined in the Scope of Services and Scope Supplement sections of Attachment A1, for the Contractor’s performance of all services outlined in the Second Scope Supplement as described in Attachment A2, and for the Contractor’s performance of all services outlined in the Third Scope Supplement as described in Attachment A3, the Town agrees to pay the Contractor, at the hourly rates specified in Attachments A1, A2, and A3, as applicable, the sum of one million one hundred forty-two thousand two hundred dollars and zero cents (\$1,142,200.00).”

4. Add a new section following existing attachments A1 and A2, which shall provide as follows:

“ATTACHMENT A3-THIRD SCOPE SUPPLEMENT

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.

In general, the work will include the milling and overlay of roadway pavement, limited roadway widening, construction / reconstruction of sidewalks, 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. 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).

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North of Route 9, there are four (4) key intersections in this segment of the Project with improvements as summarized below:

- North Main Street /Pine Street (Roundabout)
- North Main Street/East Evergreen Road (Upgrade Signals)
- North Main Street /Rutledge Road (Geometric)
- North Main Street/Rte. 9 Plaza (Partial Upgrade).

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. Advancing the 75% and 100% design has required additional efforts under certain categories. The scope and fee outlines added scope amendments for the 75% and 100%/PSE design submissions and also provides an estimate for Construction Phase Services.

## **SCOPE OF SERVICES**

A breakdown of additional services is as follows:

### **1.0 Data Collection**

1.1. Number of test pits increased from fifteen (15) to approximately thirty (30) during 75% design. An additional ten (10) test pits are assumed required post 75%. Additional effort includes coordination with Town to identify and locate additional test pits, includes field visits to evaluate conditions, and requires adjustment to base utility plans to reflect results.

1.2. Increase field survey from two (2) water quality areas to three (3) areas. Conduct field visit to evaluate existing conditions. Coordinate flagging. Perform additional field survey at Church (#322 North Main) and #327 North Main to identify lot impacts and possible mitigations. Perform additional field survey at Washington Avenue to confirm accurate tie in. Extend utility base information along Pine Street. Integrate new data into base.

### **2.0 Roundabout Concept Evaluation**

2.1. Obtain new truck count data. Evaluate the existing truck exclusion and coordinate with MassDOT regarding the feasibility of extending night time exclusion to twenty-four (24)-hour exclusion.

2.2. Evaluate dimension of Town fire equipment including site visit to

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measure fire apparatus. Develop custom Autoturn templates for fire truck and review against roundabout geometry.

2.3. Based upon truck count data, revise roundabout concept to evaluate WB40 design for minimal impact to abutters. Submit to MassDOT for review. Prepare responses to MassDOT comments. Based on MassDOT review comments modify roundabout design to accommodate WB-50.

2.4. Conduct two (2) site visits to observe parking use for Church. Prepare summary notes and sketches.

2.5. Prepare for and attend field walk for roundabout submission. Update MassDOT utility Matrix and respond to miscellaneous utility company comments.

**3.0 Environmental Permitting**

3.1. See 8.9-8.13. Incorporate third water quality area into ENF, NOI and CE Check list.

**4.0 Project Meetings**

4.1. See item 8.1.

**5.0 75% Highway Design Submission**

5.1. Prepare parking concepts and final design site plan for #322 North Main (Church) and #327 North Main. Identify needs for additional walls. Update Construction Plans, Grading Plans, and Drainage plans as required.

5.2. Expand project limits to including the repaving of the intersection of General Green and Route 27. Modify typical sections, milling and paving plans and details and striping plans. Update of cross sections is not anticipated required and not included. Review feasibility of inclusion of island at Lake Street.

5.3. Incorporate revised plan for redevelopment of #249 North Main (Dunkin Donuts). Modify construction plans, curb tie plans, grading plans and cross sections. Design two (2) additional wheelchair ramps.

5.4. Per MassDOT HazMat review, HazMat coordination required at the Paper Board Site and for possible AC Pipe removal. Review and responds to HazMat comments. Review contamination report. Prepare and Incorporate

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HazMat Specifications.

5.5. Perform Traffic Signal design for intersection of Shopping Plaza and Route 27. Conduct site visit and coordinate with MassDOT to obtain latest plans. Update base map. Modify layout of signal equipment to show adjustment required to modify new Plaza intersection to Route 27 project. Provide signal data chart including layout, sequence and timing chart, major items list, Prepare signing and pavement markings. Effort also includes detailing pavement markings and upgrading signage.

5.6. Develop preliminary lighting layout at roundabout and below bridge. Identify fixtures and coordinate with Town. Prepare and incorporate lighting specifications

5.7. Update estimate as required for 5.1 through 5.6.

**6.0 75% Drainage Design Submission**

6.1. Prepare design for relocated sewer main in the vicinity of Perry Avenue, relocated Sewer force main in the vicinity of Oak Knoll Road, relocated water main in the vicinity of Hammond Road. Prepare concept layout for proposed gas line relocations.

6.2. Prepare multiple alternatives for Lake Street outfall for review and discussion with the Town.

6.3. Design special drainage structures (three (3) types).

**7.0 75% Right of Ways Plans**

7.1. No assessor information on ownership at additional water quality area. Conduct research. Update property lines, temporary easement and permanent easements for additional water quality area.

7.2. Modify temporary and permanent easements based on revised utility alignments requested at roundabout utility coordination meeting.

**8.0 100% Design / PS& E Submittals**

8.1. 100% Design – Current scope called for attendance at eight (8) meetings with the Town, Town Boards, MassDOT or other involved state agencies. Twelve (12) meetings completed during 100% design. We recommend further expansion of this scope to include six (6) meetings and one comment resolution meeting post 100%.

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8.2. Incorporate 75% Design comments received on added scope. Finalize lighting layout and wiring diagram. Modify utility design per additional test pits acquired post 75%.

8.3. Prepare cost analysis for MassDOT to justify change in project cost and impacts of complexity. Complete cost analysis on constructing the project in multiple phases.

8.4. Prepare non participating estimate. Revise design of parking lot at Church to eliminate wall.

8.5. Add new crosswalks per request of the Town including flashing beacon to Murphy Field. Revise right of way plans, construction plans, traffic plans and grading plans.

8.6. Complete value engineering of drainage systems to evaluate possible pipe size reductions. Coordinate design changes with MassDOT and the Town.

8.7. Respond to Natick Historic Commission comments. Conduct field visit to photograph and log walls to be reconstructed. Provide sketches and details to Historic Commission for review. Revise plans, specifications and estimate to incorporate Historic Commission requirements into the contract documents.

8.8. Incorporate expanded Hazmat review and analysis by MassDOT. Update plans, specifications and estimate.

8.9. Incorporate third water quality area into ENF, NOI and CE Check list.

8.10. Prepare alternatives analysis for Water Quality Area 3 for MassDOT to evaluate incorporation of infiltration.

8.11. Three (3) Conservation Commission meetings are estimated; four (4) are required. (Two (2) at 75%, Two (2) at 100%).

8.12. Prepare amendment to ENF to incorporate MEPA requirements relative to Article 97. Respond to MassDOT comments and requests for information concerning potential Article 97 parcels. Attend meeting with MEPA to discuss Article 97 coordination. Attend two (2) field visits with DCR and Agency Staff to review Snake Brook water quality area. Provide additional data per multiple DCR requests. Attend field visit with MassDOT Staff to review water quality areas 1, 2 and 3. Conduct multiple conference calls with MassDOT.



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8.13. Prepare concept alternative to minimize/eliminate water quality area impacts at Snake Brook.

8.14. Perform supplemental field survey at Snake Brook for DCR alternative analysis.

**9.0 Right of Way Assistance**

9.1. Prepare draft Alteration Plans for use by Town at Town Meeting.

9.2. Complete Article 97 Coordination at Mary Bunker Park and Snake Brook. Revise right of way plans as requested by MassDOT and Town.

9.3. Respond to miscellaneous Town comments, including Mass Turnpike, DCR, abutter requests.

**10.0 Gas Company – Construction Phase Support**

Eversource has issued a contract for the Route 27 Gas line relocation to proceed. We anticipate that construction phase support services may be required by the Town to coordinate the Route 27 Project with the gas company.

10.1. Attend field coordination meetings with Town and Contractor. Efforts may include advising on the status of the Rte 27 design. A total of eight (8) meetings is assumed to be required. Assist the Town with furnishing engineering data and miscellaneous support, including location data of proposed Route 27 drainage work for Contractor coordination of gas line location versus future drainage work. An allowance of \$12,000 to be billed on a time and materials basis is assumed.

**Services Assumptions**

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

- It is anticipated that non-standard structural retaining walls are not required. Final Structural design for special Drainage Structures and any non-standard mast arms shall be specified as by Contractor.
- Hazardous materials investigations or mitigations other than the Paper Board site, if needed, will be performed as an additional service.
- Design of utilities other than modifications to drainage system, if

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needed, will be performed as an additional service. Modification of the Lake Street outfall is not required.

- Staging and Detour Planning and coordination if required, will be performed as an additional service
- Town will be responsible for test pit excavation and logging.
- Town will be responsible for paying for police details as may be required by survey, borings, test pits and other field activity.
- DCR Access Permit is prepared by the Town.
- Bid Phase and Construction Phase services shall be provided as an additional service.
- No MassDOT review beyond PS&E submission.
- Concept development and plan finalization for Snake Brook water quality treatment alternative analysis, and finalization of plans and NOI amendment pending selection of preferred alternative, performed under separate agreement with MassDOT.

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A general breakdown of additional fee amendment is as follows:

**Labor**

**75% Design Submission**

1.0	Data Collection/Subsurface Coord	\$9,000
2.0	Roundabout Concept Evaluation	\$11,900
3.0	Environmental Permitting	-
4.0	Meetings /Liaison	-
5.0	75% Highway Design	\$32,000
6.0	75% Drainage Design	\$12,900
7.0	75% ROW Plans	<u>\$3,100</u>

**Sub-Total**

**\$68,900**

**100%/ PS&E Design/Submission**

8.1	Meetings /Liaison	\$15,000
8.2 to 8.5	100% Design/Submission	\$21,600
8.6	Value Engineering	\$15,000
8.7	Natick Historic	\$8,000
8.8	Hazmat Review	\$5,000
8.9 to 8.13 Permitting		<u>\$28,000</u>

**Sub-Total**

**\$92,600**

**Right Of Way Assistance**

9.1 to 9.3	Right of Way Assistance	<u>\$12,600</u>
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**Expenses (Design Phase)**

Lighting Design	\$5,000
Snake Brook Survey	<u>\$1,000</u>
Sub-Total	<u>\$6,000</u>

**TOTAL DESIGN PHASE**

**\$180,100**

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**GAS COMPANY CONSTRUCTION PHASE**

Gas Company – Construction Phase Services		
9.1	Meetings /Coordination	\$12,000

**TOTAL GAS COMPANYCONSTRUCTION PHASE \$12,000**

<b>TOTAL AMENDMENT</b>	<b>\$192,100</b>
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5. All other provisions of the Contract shall remain in full force and effect.

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**Town of Natick, Massachusetts**  
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**DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,**  
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Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

The Town of Natick, Massachusetts

Beta Group, Inc.

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Michael J. Hickey, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Susan G. Salamoff, Vice Chairman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Karen Adelman-Foster

\_\_\_\_\_  
Richard P. Jennett, Jr.

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:**

\_\_\_\_\_  
Karis L. North, Esq.

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

**Town of Natick, Massachusetts**  
**SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF**  
**DESIGN SERVICES FOR THE ROUTE 27 PROJECT IN NATICK,**  
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**CERTIFICATE OF VOTE**

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

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

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) \_\_\_\_\_;  
(Name) (Title) \_\_\_\_\_; or  
(Name) (Title) \_\_\_\_\_

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

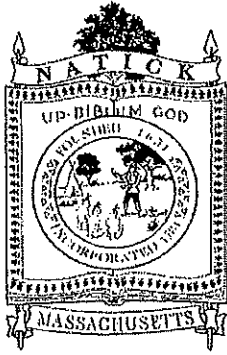
I, further certify that the above vote is still in effect on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and has not been changed or modified in any respect.

\_\_\_\_\_  
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.)



# **TOWN OF NATICK**

**Massachusetts 01760**

[www.natickma.gov](http://www.natickma.gov)

Bryan R. Le Blanc  
Procurement Officer

VIA REGULAR MAIL

December 11, 2018

President  
Beta Group, Inc.  
315 Norwood Park South, 2nd Floor  
Norwood, MA 02062

*RE: FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES  
ROUTE 27 PROJECT/NATICK, MASSACHUSETTS*

Dear Sir:

Please find enclosed a fully-executed first amendment. Please let me know if you have any contract-related questions.

Very truly yours,

Bryan R. Le Blanc





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

This First Amendment to Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts is made this 26<sup>th</sup> day of November, 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").

WHEREAS, the Town and the Contractor are parties (collectively "the Parties") to a Contract entitled "Contract for the Procurement of Design Services for the Route 27 Project in Natick, Massachusetts" dated January 16, 2018 (the "Contract");

WHEREAS, in the course of the Contract, the project has required certain additional engineering services to be needed in addition to those services enumerated in the Contract;

WHEREAS, such additional services are exempt from procurement, pursuant to the provisions of M.G.L. c. 30B, § 1(b)(32A), as they constitute services of "architects, engineers, or related professionals";

WHEREAS, the Town desires the Contractor to provide such additional services;  
and

WHEREAS, the Contractor desires to provide such additional services.

NOW, THEREFORE, the parties hereby agree as follows:

1. In Section 1 of the Contract, entitled "Scope," strike the current language and replace with the following text:

"In consideration of the obligations herein contained, the Contractor shall provide services for the Route 27 Project in Natick, Massachusetts, as outlined in the Scope of Services and Scope Supplement sections specified in Attachment A1. Additionally, the Contractor shall provide additional services as outlined in the Second Scope Supplement at Attachment A2."

2. In Section 3 of the Contract, entitled "Term," strike the current language and replace with the following text:

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

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term.”

3. In Section 5 of the Contract, entitled “Payment,” strike the first paragraph and replace with the following text:

“In consideration for the Contractor’s performance of all services outlined in the Scope of Services and Scope Supplement sections of Attachment A1, and for the Second Scope Supplement as described in Attachment A2, the Town agrees to pay the Contractor, at the hourly rates specified in Attachments A1 and A2, as applicable, the sum of nine hundred fifty thousand one hundred dollars and zero cents (\$950,100.00).”

4. In Section 20 of the Contract, entitled “Notices,” strike the Town’s contact information and replace with the following:

“Melissa A. Malone  
Natick Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760.

Strike also the reference to “John P. Flynn, Esq.” and replace with “Karis L. North, Esq.”

5. Add a new section following existing attachment A1, which shall provide as follows:

**“ATTACHMENT A2**  
**SECOND SCOPE SUPPLEMENT**

The work for this second scope supplement 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 work is approximately two (2) miles.

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

There are six (6) key intersections within the work for which improvements are summarized below:

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- North Main Street /Bacon Street (Upgrade Signals)
- North Main Street /Lake Street (New Signal)
- North Main Street /Grove Street/Kinsman Street (Geometric)
- North Main Street /Pine Street (New Roundabout)
- North Main Street/East Evergreen Road (Upgrade Signals)
- North Main Street /Rutledge Road (Geometric).

As a result of the improvements required, right of way coordination and acquisition is necessary. Preliminary ROW plans have been developed and approved by MassDOT as part of the 75% design submission. The Preliminary ROW plans indicate a total approximately two hundred (200) Parcels generating a total of two hundred thirty (230) Temporary Easements/Rights of Entry, eighty (80) Permanent Easements (including twenty-four (24) Aerial Utility Easements) and eighteen (18) takings.

The intent is for the work's construction to be funded by MassDOT. In accordance with MassDOT procedure the Town is responsible for ROW acquisition and has requested assistance in procurement of the ROW needed to construct the project. It is assumed that the Town will generally coordinate the process with certain support from BETA as outlined below.

A breakdown of Basic ROW Assistance Services is as follows:

**1.0 Initial ROW Package to Owners**

Prepare mailing package for abutters per MassDOT guidelines regarding the Right of Way process.

Package preparation would include Preparation of Right of Entry forms, Temporary and Permanent Easement donation forms for involved properties. Forms will include a description of what work is proposed on each property along with an 8 1/2 x 11 excerpt from the Preliminary ROW plan showing the property and associated work. Town to provide cover letter, current list of abutters, print, assemble packages and distribute hard copies to owners, compile and tabulate returns.

Town to follow up with abutters to discuss project and anticipated work to be conducted on abutter parcels. The purpose of the coordination shall be to solicit "donation" of rights to access abutter property in order to conduct required work. To the extent that abutters decline permission to donate access and require compensation for a temporary easement, temporary easement plans are required to be filed at the registry.

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Attend two (2) meetings with the Town (BETA – Two (2) total)

**2.0 Appraisals**

Appraisal coordination and preparation by the Town. BETA to attend two (2) meetings with the Town to present plans to the public (BETA).

**3.0 Temporary, Permanent and Utility Easement Plans**

Prepare Temporary Easements (two hundred (200) total) and Permanent Easements (eighty (80) easements total, including twenty-four (24) Ariel utility easements) and takings (eighteen (18) total) in format suitable for registry filing. Coordination of easement plans with individual abutters as required is by the Town.

Attend two (2) meetings with the Town. (BETA and Survey PLS)

Address minor review comments from Town/MassDOT and finalize registry ROW plans including Temporary Easement Plans, Permanent Easement Plans, utility easements and takings for registry filing. Meets and Bounds description to be provided for permanent easements and taking only. It is anticipated that permanent easements (including PUE's) and takings do not require one plan per easement.

Final assembly and coordination of documents for Registry filing and coordination with MassDOT for ROW certificate is by the Town

**4.0 Coordination with MassDOT/DCR**

It is anticipated that special coordination may be required with MassDOT and Mass Turnpike regarding the placement of a roundabout a Pine Street; and also DCR and MassDOT for placement of a certain stormwater treatment pond near Snake Brook. This item includes attending three (3) meetings to evaluate Right of Way requirements related to the project at these locations. (BETA and Survey PLS).

**Design Services Assumptions**

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

- o Overall packaging and Narrative Instrument to accompany Temporary, Permanent and Utility Easement plans for use in Registry filing assumed prepared by Town Counsel.
- o All state owned (including Mass Turnpike and DCR), and

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

Municipal owned land is assumed donated and not requiring appraisal.

- o Article 97 coordination is not required.
- o All Filing Fees are paid by the Town.

**Budget**

**North Main St (Route 27)**

1.0	Initial ROW Package to Owner	\$23,500
2.0	Appraisals BETA Meetings and Coordination	\$9,400
3.0	Documents for Registry Filing	
	Survey Subconsultant	\$23,000
	BETA Meetings	\$3,300
4.0	Coordination With MassDOT	
	Survey Subconsultant	\$2,000
	BETA Meetings	\$5,100

**Direct Costs**

Mileage	\$1,000
Printing	\$1,000
<hr/>	
TOTAL	\$68,300

6. All other provisions of the Contract shall remain in full force and effect.

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

Executed under seal this 3<sup>rd</sup> day of December, 2018.

The Town of Natick, Massachusetts

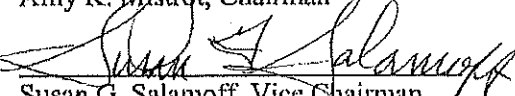
Beta Group, Inc.

by: the Natick Board of Selectmen

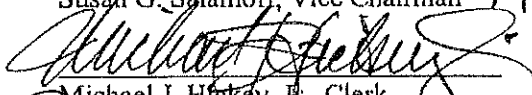
by:

  
Amy K. Mistrot, Chairman

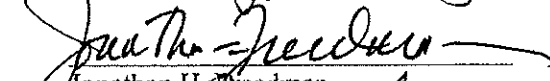
Signature

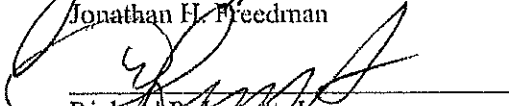
  
Susan G. Salamoff, Vice Chairman

Anthony T. Lionetta, PE  
Printed Name

  
Michael J. Hickey, Jr., Clerk

Senior Vice President  
Printed Title

  
Jonathan H. Freedman

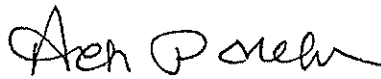
  
Richard P. Bennett, Jr.

Dated: 12-3-18

Dated: November 30, 2018

**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: 12-4-18

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



12/4/18

**BETA GROUP, INC.**

**Unanimous Consent Action by Directors**

Pursuant to the provisions of Delaware General Corporation Law Section 141(f), as amended, the undersigned, being all of the Directors of **BETA GROUP, INC.**, a Delaware corporation (the "Corporation"), do hereby consent to the following resolutions which are deemed to be adopted as if adopted by unanimous vote at a meeting of Directors duly called and held on January 9, 2018:

**RESOLVED:** That all acts of the officers of the Corporation, for and on behalf of the Corporation, to the date hereof be, and the same hereby are, ratified, confirmed and approved; further

**RESOLVED:** That the following individuals be, and they each hereby are, authorized, empowered and directed, for, on behalf and in the name of the Corporation, to negotiate, execute, acknowledge and deliver agreements and contracts, to provide engineering services and other services provided by the Corporation, without any limit on the maximum aggregate amount or time period of any such agreements or contracts:

Chair and Secretary	Michael E. Grilli
President/Treasurer	Frank J. Romeo
CEO	Frank J. Romeo
Senior Vice President	Joseph J. D'Alesio
Senior Vice President	Donna Lantagne
Senior Vice President	Anthony Lionetta
Senior Vice President	Najib Habesch
Senior Vice President	Donald Leighton
Senior Vice President	Joseph Federico
Senior Vice President	Anthony Garro
Vice President	Kien Ho
Vice President	William Skerpan
Vice President	Kenneth Petraglia
Vice President	Alan D. Hanscom
Vice President	Robert T. Mackie
Vice President:	Kevin M. Aguiar
Vice President:	Christopher R. Cronin
Vice President:	Robert A. Drake
Vice President:	Mark Gershman

IN WITNESS WHEREOF, the undersigned have executed this Consent as of  
January 9, 2018.



Michael E. Grilli



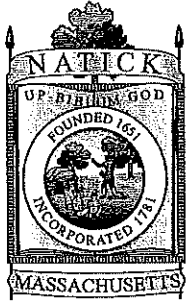
Frank J. Romeo



Joseph J. D'Alesio

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## 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE**  
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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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE**  
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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

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

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

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

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.

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

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



**Town of Natick, Massachusetts**  
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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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE**  
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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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE**  
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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

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

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:**

**Town of Natick, Massachusetts**  
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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 TTN.
- 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**

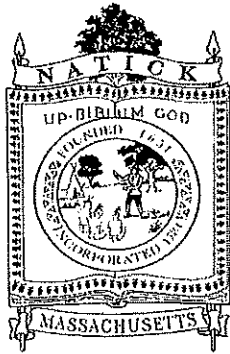
	Field Survey (Detention Ponds)	\$5,000
	Borings (signals)	\$17,000
	Probes / Borings (drainage)	\$25,000
	Wetland Flagging	\$2,000
	Printing	\$8,000
	Miscellaneous	\$1,500
	Sub-Total	\$58,500

**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**



# **TOWN OF NATICK**

**Massachusetts 01760**

[www.natickma.gov](http://www.natickma.gov)

Bryan R. Le Blanc  
Procurement Officer

VIA REGULAR MAIL

February 14, 2018

Anthony T. Lionetta, P.E.  
Senior Vice President  
Beta Group, Inc.  
6 Blackstone Valley Place  
Suite 101  
Lincoln, RI 02865

*RE: 75% DESIGN SERVICES/ ROUTE 27/NATICK, MASSACHUSETTS*

Dear Mr. Lionetta:

Please find enclosed a fully-executed form of contract. Jamie Errickson, Director of Community Development, will be in contact regarding the work.

Please let me know if you have any questions. Thank you for your assistance!

Very truly yours,

Bryan R. Le Blanc

**Town of Natick, Massachusetts**  
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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 Seventy-Five Percent (75%) Design Submission services, 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 time and materials based contract subject to the above; 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 to the extent caused by the willful or negligent 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 willful or negligent 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

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the subject matter of this Contract.

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

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

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upon written notice to the Contractor.

- 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

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300 Crown Colony Drive, Suite 410  
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.

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- f. The Contractor shall not represent or purport to represent that it speaks for 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. (Not 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



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applicants are employed, and that employees are treated during their 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.

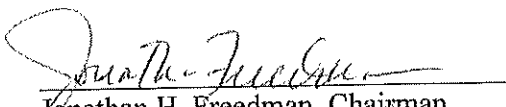
**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR THE**  
**ROUTE 27 PROJECT IN NATICK, MASSACHUSETTS**

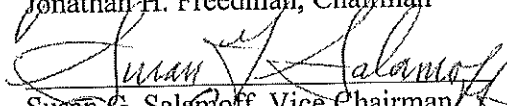
v. This Contract is executed in triplicate as a sealed instrument.

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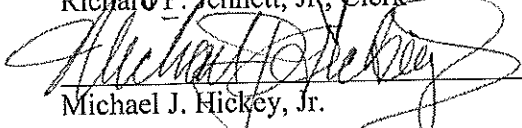
The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

  
Jonathan H. Freedman, Chairman

  
Susan G. Salanoff, Vice Chairman

  
Richard P. Jennett, Jr., Clerk

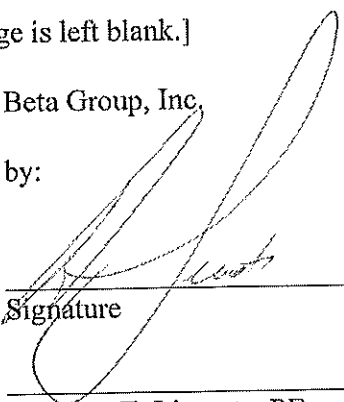
  
Michael J. Hickey, Jr.

Amy K. Mistrot

Dated: 2/13/18

Beta Group, Inc.

by:

  
Signature

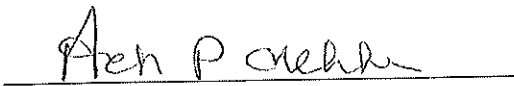
Anthony T. Lionetta, PE

Senior Vice President

Dated: January 23, 2018

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: 1.25.18

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

  
\_\_\_\_\_  
John P. Flynn, Esq.

Dated: February 2, 2018

**BETA GROUP, INC.**

**Unanimous Consent Action by Directors**

Pursuant to the provisions of Delaware General Corporation Law Section 141(f), as amended, the undersigned, being all of the Directors of **BETA GROUP, INC.**, a Delaware corporation (the "Corporation"), do hereby consent to the following resolutions which are deemed to be adopted as if adopted by unanimous vote at a meeting of Directors duly called and held on January 9, 2018:

**RESOLVED:** That all acts of the officers of the Corporation, for and on behalf of the Corporation, to the date hereof be, and the same hereby are, ratified, confirmed and approved; further

**RESOLVED:** That the following individuals be, and they each hereby are, authorized, empowered and directed, for, on behalf and in the name of the Corporation, to negotiate, execute, acknowledge and deliver agreements and contracts, to provide engineering services and other services provided by the Corporation, without any limit on the maximum aggregate amount or time period of any such agreements or contracts:

Chair and Secretary	Michael E. Grilli
President/Treasurer	Frank J. Romeo
CEO	Frank J. Romeo
Senior Vice President	Joseph J. D'Alesio
Senior Vice President	Donna Lantagne
Senior Vice President	Anthony Lionetta
Senior Vice President	Najib Habesch
Senior Vice President	Donald Leighton
Senior Vice President	Joseph Federico
Senior Vice President	Anthony Garro
Vice President	Kien Ho
Vice President	William Skerpan
Vice President	Kenneth Petraglia
Vice President	Alan D. Hanscom
Vice President	Robert T. Mackie
Vice President:	Kevin M. Aguiar
Vice President:	Christopher R. Cronin
Vice President:	Robert A. Drake
Vice President:	Mark Gershman

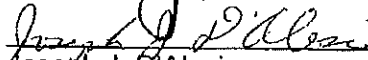
IN WITNESS WHEREOF, the undersigned have executed this Consent as of  
January 9, 2018.



Michael E. Grilli



Frank J. Romeo



Joseph J. D'Alesio

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**Town of Natick, Massachusetts**  
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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.
- 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.

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- 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 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.

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- 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, MassDOT or other involved state agencies.



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- 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**



BETAG-1

OP ID: KR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme		<b>508-620-6200</b>		<b>CONTACT Jodi Colena</b> NAME: PHONE (A/C, No, Ext): <b>508-620-6200</b> FAX (A/C, No): <b>508-481-0227</b> E-MAIL ADDRESS: <b>jcolena@FittsInsurance.com</b>	
<b>INSURED</b> Beta Group, Inc. 315 Norwood Park South Norwood, MA 02062		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> Twin City Fire Insurance Co.			<b>Z29459</b>
		<b>INSURER B:</b> Hartford Casualty Insurance Co			<b>Z29424</b>
		<b>INSURER C:</b> Lexington Insurance Company			<b>19437</b>
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	08UUNUF7256	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	08UUNUF7256	04/12/2017	04/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y	08XHUUF6914	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	08WBNK9526	04/12/2017	04/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liab		029210548 DEDUCTIBLE \$100,000	04/12/2017	04/12/2018	Ea Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract - 75% Design/South Main Street - Rte 27 Project.  
When required by written contract Town of Natick is included as additional insured for General, Automobile, and Excess Liability subject to forms and conditions of the policies

## CERTIFICATE HOLDER

TOWNNAT

Town of Natick  
Building Department  
13 East Central Street  
Natick, MA 01760

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE