

## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa A. Malone, Town Administrator  
William D. Chenard, Deputy Town Administrator - Operations  
Jeremy Marsette, Director, Natick Public Works  
Karis L. North, Office of the Town Counsel  
Arti P. Mehta, Comptroller

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

**DATE:** June 6, 2019

**SUBJECT: CONTRACT AWARD  
TEST PIT ENGINEERING SERVICES**

Informal, non-written pricing by DPW reveals that Green International Affiliates, Inc. is the ideally competitive firm to provide test pit engineering services.

State statute exempts the procurement of these types 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.

Green International Affiliates, Inc. is a responsible and responsive firm and has offered what DPW considers to be reasonable hourly rates.

We respectfully request that Natick Board of Selectmen award Green International Affiliates, Inc., a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the rates specified therein. The total price cap will be \$13,077.00.

The funding to cover this comes from the following sources:

DPW Engineering Consultant Line Item (\$13,077.00).

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

This Contract is made as of this twenty-fourth 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 Green International Affiliates, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 239 Littleton Road, Suite 3, Westford, MA 01886 (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, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide consulting engineering services for test pit utility locations, as fully described in Attachment A hereto.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering 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 date set forth in the first line of the first paragraph above and shall end one (1) year later. At the sole discretion of the Town, the term of this Contract may be extended 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 be construed according to the following priorities:

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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

5.     **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the sum of thirteen thousand seventy-seven dollars and zero cents (\$13,077.00).

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.

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 ratification by the Town of any breach hereof by the Contractor.

6.     **Warranty**

DELETED – NOT APPLICABLE.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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 liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. 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.
- e. 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

insurance, and employer's liability under workers' compensation insurance.

- 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. 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 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.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. 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 Agreement.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of 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.
- j. 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.
- k. 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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.

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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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 Agreement and during all hours of work under this Agreement. 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 Agreement. 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 Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free 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 rendering 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*

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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.
- 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.



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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, each notice 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:           Melissa A. Malone, Town Administrator  
                                  Natick Town Hall  
                                  13 East Central Street  
                                  Natick, MA 01760

With a copy to:           Karis L. North, Esq.  
                                  Murphy, Hesse, Toomey & Lehane, LLP  
                                  300 Crown Colony Drive, Suite 410  
                                  Quincy, MA 02169

If to the Contractor:    President  
                                  Green International Affiliates, Inc.  
                                  239 Littleton Road  
                                  Suite 3  
                                  Westford, MA 01886.

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

free nonexclusive licenses from the Contractor's consultants consistent with this Agreement.

22. 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 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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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 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 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.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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

(The remainder of this page is left intentionally blank.)

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

The Town of Natick, Massachusetts

Green International Affiliates, 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:**

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**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

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

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING**  
**SERVICES FOR TEST PIT LOCATIONS IN THE TOWN OF NATICK**

ATTACHMENT A-1

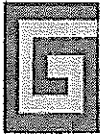
The Contractor shall provide additional services for subsurface utility explorations (SUE) for the project. Based on the Preliminary Plan Design, potential conflicts between the proposed improvements and existing utilities were identified. The current utility mapping is based on the available utility information obtained from record plans and may not reflect actual locations of existing utilities. There were twenty-one (21) locations originally identified with potential conflicts where SUE was proposed. Based on discussions with the Town, the Contractor has reduced the number of SUE locations to ten (10). The Contractor shall perform SUE at ten (10) locations to identify the actual location of existing utilities to a Quality Level B and A in accordance with ASCE# CI/ASCE 38-02 and to make revisions to the drainage design in order to reduce the potential for change orders due to utility conflicts during construction. Test pits shall be proposed in the Construction Documents for the remaining locations where SUE was not performed and based on the results of the test pits, additional drainage revisions may be required and shall be made as part of the construction phase services performed under a separate agreement.

The Contractor shall pre-mark ten (10) locations where the SUE are required for Dig-Safe. A subcontractor, SoftDig, shall notify Dig-Safe and perform Quality Level (QL) B tracing within a ten (10)-foot radius of each location and then perform vacuum excavation test pits at designated locations to determine a more accurate location of the utility that may be in conflict with the proposed drainage improvements. The Contractor shall provide a staff engineer to observe the work on a periodic or as needed basis. The Contractor anticipates that the work shall take five (5) days to perform and that it shall be onsite two (2) times at four (4) hours per visit.

The Contractor shall update the basemapping at each location to reflect the results of the QL B and QL A mapping. The Contractor shall revise the proposed drainage design at each location to reflect the information from the SUE and eliminate the conflicts with the existing utilities. The Contractor anticipates that only minor changes such as changing structure types or locations shall be required.

**FEE**

The lump-sum fee shall be \$13,077, and shall be billed at the hourly rates specified herein.



**GREEN INTERNATIONAL AFFILIATES, INC.**  
239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886  
T: (978) 923-0400 | F: (978) 399-0033 | WWW.GREENINTL.COM

Amendment for Subsurface Utility Investigations

ATTACHMENT A

Engineer's Person-Hour Estimate and Fee Schedule

Town of Natick Department of Public Works  
Roadway and Drainage Improvements to South Main Street

TASK No	TASK DESCRIPTION	PROJECT MANAGER \$	PROJECT ENGINEER \$	SURVEYOR PLS \$	CIVIL ENGINEER \$	CADIGIS OPERATOR \$	SURVEYOR \$	TOTAL LABOR	TOTAL LABOR	Travel Mileage	Printing	Expenses Mailing	Misc.	TOTAL EXPENSES
Task 1.0	Subsurface Utility Explorations (SUE)													
1.1	Pre-Mark Locations	0	0	0	0	0	0	4	\$380.00	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
1.2	Observe SUE Work (assume 2 trips)	0	0	0	8	0	0	8	\$760.00	\$58.00	\$0.00	\$0.00	\$0.00	\$58.00
1.3	Update Basemapping	0	0	0	2	4	0	6	\$530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4	Update Drainage Design	0	2	0	4	8	0	14	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 1.0 Subsurface Utility Explorations (SUE)	0	2	0	18	12	0	32	\$2,990.00	\$87.00	\$0.00	\$0.00	\$0.00	\$87.00

TOTAL LABOR COST \$ 2,990.00  
DIRECT EXPENSES \$87.00  
SUE Contractor \$10,000.00

TOTAL COST FOR SUE SERVICES \$ 13,077.00



**Scope and Cost Proposal  
for  
Vacuum Excavation – Test Pits  
South Main Street  
Natick, Middlesex Co, MA**

Submitted to: Green International Affiliates, Inc.  
239 Littleton Rd, Suite 3  
Westford, MA 01886  
ATTN: Helen Gonsalves, E.I.T.

Submitted by: Underground Services, Inc. (*SoftDig*®)  
24 Hagerty Boulevard, Suite 11  
West Chester, PA 19382  
(610) 738-8762  
SoftDig #192730



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William S. Richardson

5/1/19

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Rev. 5/8/19

Rev. 5/28/19

# Underground Services, Inc.

*SoftDig*®

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A Professional Corporation Specializing in Subsurface Utility Engineering

May 1, 2019

Ms. Helen Gonsalves, E.I.T.  
Green International Affiliates, Inc  
239 Littleton Rd, Suite 3  
Westford, MA 01886

Re: Vacuum Excavation – Test Pits  
South Main Street  
Natick, Middlesex Co, MA

SoftDig #192730

Dear Ms. Gonsalves

Attached hereto is our Scope and Cost Proposal for the above referenced project.

Kindly note the following:

1. All S.U.E. services provided by *SoftDig*® will meet the industry standards for designating (Quality Level-B) and locating (Quality Level-A) ASCE # CI/ASCE 38-02.
2. *SoftDig*®'s Project Manager will be William S. Richardson, who has over twenty-five years S.U.E. experience.
3. Scope and cost proposal based on RFP dated 04/17/19 with attachments.

We appreciate your interest with *SoftDig*® to be a part of your team and we look forward to providing our services.

Very truly yours,



William S. Richardson, P.E.  
Director of Engineering

## **CONTENTS**

- A. Scope of Services and Project Approach by Underground Services, Inc. (SoftDig)**
- B. Scope of Services by Green International Affiliates, Inc (Green)**
- C. Schedule**
- D. Fee**

**A. Scope of Services and Project Approach**

1. **Understanding and Approach to Project** – Our approach and work plan will involve the following: Initialization, Field Work, Data Management, and Quality Assurance/Quality Control. All work will conform to ASCE publication #CI/ASCE 38-02. All work is also in accordance with SoftDig's Project Specific Quality Assurance Manual and undergoes a final quality review.

**Initialization**

After Notice to Proceed SoftDig® shall:

- a. Apply for local permits.
- b. Place the required "Dig Safe One-Call" to notify the utilities.
- c. Notify police department (for mandatory traffic control), MassDOT Dist 4, Town of Natick.
- d. Schedule and coordinate all activities of SoftDig® location and data management personnel.

**Field Work**

SoftDig® will provide all necessary equipment, support personnel and Maintenance of Traffic devices/equipment in accordance with the M.O.T. plan and MassDOT Permit requirements (including 48 hours' notice prior to work and attention to allowed work hours and days). Work will include survey/CAD mapping. Client to pre-mark test hole locations as required by Dig Safe.

- a. Designation Services (Quality Level B)
  - Designate/Survey/Map (GPS/GIS) underground utilities within 10' radius of pre-marked test hole location.
  - Mark with pink paint.
- b. Location (Test Hole) Services (Quality Level A)
  - Comply with any and all One-Call Systems International (OCSI), Utility Location and Coordination Council (ULCC).
  - Excavate (12" x 12" opening) using the SoftDig® vacuum excavation system, allowing vertical and horizontal exploration through this cut as directed by client's representative.
  - Excavate test holes in such a manner as to prevent any damage to wrappings, coatings or other protective coverings.
  - Backfill with excavated material.
  - Install an APWA color-coded above ground marker (e.g. P.K., nail, peg, steel pin, or hub) directly above the centerline of the structure, as well as "down the hole" APWA color-coded plastic ribbon.
  - Provide a cold patch restoration of the pavement or concrete patch in sidewalks within the limits of the original cut at the time of backfill. **Pavement restoration is guaranteed for 5 years.** If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to its condition prior to excavation, including re-seeding & mulching of grass areas as necessary.
  - Provide complete cleanup of work site equal to its pre-excavation condition.
  - Provide the following test hole information:
    - Depth to top and/or bottom of utility.
    - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
    - Horizontal location of marker to within  $\pm 0.2'$ , by 3-swing ties from physical objects shown on drawings. Vertical location of marker to within 0.05' from provided benchmark.
    - Utility owner, utility structure material compositions and visual conditions.
    - Pavement thickness, generalized soil type and any unusual subsurface conditions.
  - Should suspected hazardous material be encountered in the test hole, SoftDig® crews will immediately notify our Project Manager.
  - Test holes shall be terminated if subsurface conditions (rock, boulders, ground water, soil conditions, soil cave in, trash/debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth.

Data Management

a. Designation and Location

- Furnish field test hole data sheets.
- Test hole data summary tabulation
- CAD mapping of utility designation and utility location plan

Quality Assurance/Quality Control

a.. *SoftDig®* shall furnish all personnel and equipment to provide:

- Final review of all deliverables to insure accuracy and conformance with project requirements and specifications.

**B. Scope of Services by Green International Affiliates Inc.**

- Assign individual to be project on-site representative.
- Provide PDF file of existing topographical features (roadways, telephone poles, manholes, etc.) showing location of test holes.
- Provide listing of utilities (with owners and contacts) within the project limits as well as "as-built" information (Quality Level D).
- Coordinate work schedule with MassDOT.
- Promptly respond to requested Scope of Work change due to actual field conditions (additional test holes, additional utilities, etc.).
- Provide MassDOT approved traffic control plan.
- Field mark (white paint) test hole locations prior to *SoftDig* placing Dig Safe notification.
- Provide CAD file and field controls.

**C. Schedule**

- SoftDig®* will begin work immediately upon receiving the "Notice to Proceed" and will commence actual field work within 10 working days from receipt of local permits.
- SoftDig®* anticipates that the project will be completed within 5 work days.
- Final deliverables will be submitted within 10 working days thereafter.

**D. Fee**

The following unit costs shall include all labor, material equipment, and expenses associated with the project with the exception of those cost associated with Natick police detail which will be paid by client. Unit costs are valid through 2019.

**D. Fee (cont'd):**

Work hours: 7:00 AM – 4:00 PM (Monday thru Saturday)  
Anticipated Notice to Proceed: Spring / Early Summer 2019  
Costs based on Non-Prevailing Wages.

Locating – 10 test holes

Test Hole Unit Costs:

\$1,000 per test hole (0.0' – 6.0') x 10 TH's.....\$ 10,000.00

Add to above for actual conditions:

Pavement thickness > 8 in. @ \$25/in

Test hole depths > 6.0 ft @ \$75/ft

Manhole/C.B. detail @ \$130 each

*Additional test holes requested at above unit costs.*

*Any local fees will be invoiced at actual cost.*