

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
Mark Coviello, Special Projects Engineer

DATE: October 18, 2019

SUBJECT: CONTRACT AWARD – FOURTH AMENDMENT
Beta Group, Inc./Cochituate Rail Trail Design

The Town awarded a contract entitled “Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts,” dated April 18, 2017 (the “Agreement”). Pursuant to Article 5 of the Agreement (“Payment”), fees for the design tasks to be undertaken by the Contractor, at the direction of the Town, were limited to the available appropriation, which was then designated at two hundred sixty thousand dollars and zero cents (\$260,000.00). Due to unavailability of funds, the Town needed to reduce the sum to two hundred twenty thousand dollars and zero cents (\$220,000.00). In the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the “First Amendment”) the not to exceed sum was reduced, in Article 5, to \$220,000.00.

The 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which provided a sum to not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00).

The Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail fully funded design; it still excluded construction administration services. Construction services were not, at that time, needed/desired. The Second Amendment reflected these realities.

The 2018 Natick Fall Town Meeting appropriated additional funds for the Contract - to provide additional sums for construction services (which include administration services). The total sum for such additional services, as noted in the Proposal of Beta Group, Inc. was \$44,790.00. The Third Amendment to Contract for the Procurement of Engineering Services was modified to include such construction services. It also included the payment of such additional sums in the payment section of the Contract. The new contract sum was updated to reflect a total Contract sum of \$396,835.00 (the \$352,045.00 amount for full design under the Second Amendment, plus

the additional \$44,790.00 for construction services in the Third Amendment.) The third Amendment reflected these realities.

The Fourth Amendment to Contract for the Procurement of Engineering Services has been modified to include additional design services as outlined in new Sections 6.6-6.7 of the amended Contract. Such design services were made necessary due to increased safety concerns and due to increased engineering required by Mass. DOT, according to Mr. Coviello. It also includes the payment of such additional sums in the payment section of the Contract. The new contract sum has been updated to reflect a total Contract sum of \$413,335.00 (\$16,500.00 plus the \$396,835.00 under in the Third Amendment.)

We respectfully request that Natick Board of Selectmen approve the Fourth Amendment as attached hereto.

The funding to cover the additional sums comes from the following sources:

Acct. 00020597-520900 – Article 26 – 2018 SATM

Total \$16,500.00

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

This Fourth Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen ("The Town of Natick" or "the Town") and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 ("the Contractor") (collectively "the Parties") is entered into this twenty-eighth day of October, 2019.

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

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

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

WHEREAS, in the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the "First Amendment") the not to exceed sum was reduced, in Article 5, to \$220,000.00;

WHEREAS, 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00);

WHEREAS, in the Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated February 26, 2018 (the "Second Amendment"), the Agreement was further amended to allow full design services, and increased the contract value to \$352,045.00, but still excluded construction services, as they were not then needed.

WHEREAS, 2018 Natick Fall Town Meeting appropriated sufficient additional funds to provide construction services for the project, and whereas, such services were required;

WHEREAS, in the Third Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick Massachusetts, between the Parties, dated November 26, 2018 (the "Third Amendment"), the sum of the Agreement was increased, due to the availability of funding, to \$396,835.00 to allow further design services to move forward;

WHEREAS, since the Third Amendment, additional construction services, beyond those set forth in Sections 6.1 to 6.5 of Attachment A to Agreement (entitled "Scope of Services"), have become necessary, engineering-wise and safety-wise, to allow the project to proceed to final completion;

WHEREAS, the sum of such additional services is \$16,500.00; and

WHEREAS, sufficient sums are available for said work by virtue of the 2018 SATM Article 26.

NOW, THEREFORE, the parties hereby further amend the Agreement as follows by virtue of this Fourth Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts (the "Fourth Amendment"):

1. In Attachment A to the Agreement ("entitled Scope of Services"), as modified, if at all, by the First Amendment, by the Second Amendment, and by the Third Amendment, after the existing provision 6.5, insert the following new provisions, beginning with provision 6.6, as follows:

"6.6 Provide all necessary design services in connection with filing a Work Order Request through MassDOT for the addition of a new retaining wall along the Rail Trail at the rear of 63 Washington Ave, and for deleting the installation of the stockade fence along the AMVETS parking lot.

6.7 Provide as necessary the additional work effort associated with MassDOT's new Bluebeam and Sharepoint electronic shop drawing review process."

2. In Article 5 of the Agreement ("Payment"), as modified, if at all, by the First Amendment, by the Second Amendment, and by the Third Amendment, delete all text and replace with the following text:

"In consideration for the Contractor's performance of the design services and of the construction services in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design services and for construction services, as set forth in the Contractor's proposal, with a sum not to exceed four hundred thirteen thousand three hundred thirty five dollars and zero cents (\$413,335.00).

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

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

Executed under seal.

The Town of Natick, Massachusetts

Beta Group, Inc.

By:

By:

The Natick Board of Selectmen

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

Dated: _____

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: _____

Karis L. North, Esq.

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

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

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.

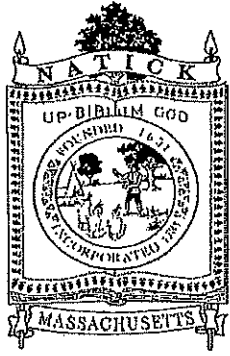
I, further certify that the above vote is still in effect on this the _____ day of _____, 20____ and has not been
changed or modified in any respect.

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.)



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

January 23, 2019

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


**RE: *THIRD AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF ENGINEERING
SERVICES/DESIGN OF THE COCHITUATE RAIL TRAIL***

Dear Mr. Lionetta:

Please find enclosed a fully-executed original of the Third Amendment to Contract for the Procurement of Engineering Services/Design of the Cochituate Rail Trail.

Thank you for your attention and for your assistance!

Very truly yours,


Bryan R. Le Blanc

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

This Third Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen ("The Town of Natick" or "the Town") and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 ("the Contractor") (collectively "the Parties") is entered into this 26th day of November, 2018.

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

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

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

WHEREAS, in the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the "First Amendment") the not to exceed sum was reduced, in Article 5, to \$220,000.00;

WHEREAS, 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00);

WHEREAS, in the Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated February 26, 2018 (the "Second Amendment"), the Agreement was further amended to allow full design services, and increased the contract value to \$352,045.00, but still excluded construction services, as they were not then needed.

WHEREAS, since the time of the Second Amendment, 2018 Natick Fall Town Meeting has appropriated sufficient additional funds to provide construction services for the project, and whereas, such services are now required; and

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

1. In Article 1 of the Agreement ("Scope"), as modified, if at all, by the First Amendment and by the Second Amendment, delete all text and replace with the following text:

"In consideration of the obligations herein contained, the Contractor shall provide design and construction services for the Cochituate Rail Trail Project, as outlined in the Contractor's Proposal, which is attached to the Contract as Attachment A, and which is incorporated herein by reference. It is anticipated that the tasks within the Contractor's Proposal will be undertaken as needed and as determined by the Town, and not necessarily sequentially. Each task completed shall be billed at the hourly rates set forth in the Contractor's Proposal."

2. In Article 5 of the Agreement ("Payment"), as modified, if at all, by the First Amendment and by the Second Amendment, delete all text and replace with the following text:

"In consideration for the Contractor's performance of the design services and of the construction services in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design services and for construction services, as set forth in the Contractor's proposal, with a sum not to exceed three hundred ninety-six thousand eight hundred thirty-five dollars and zero cents (\$396,835.00).

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

3. In Article 20 of the Agreement, strike reference to "Martha L. White" and replace with "Melissa A. Malone." Also, strike reference to "John P. Flynn, Esq." and replace with "Karis L. North, Esq."

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

Executed under seal.

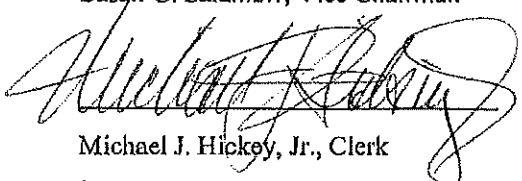
The Town of Natick, Massachusetts

By:

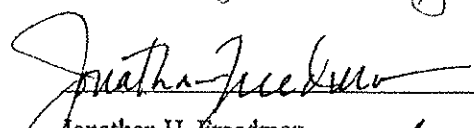
The Natick Board of Selectmen

Amy K., Mistrot, Chairman

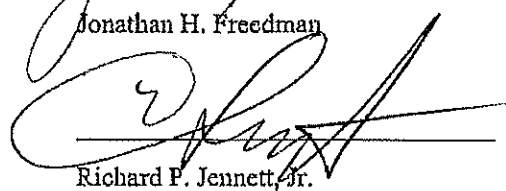
Susan G. Salamoff, Vice Chairman



Michael J. Hickey, Jr., Clerk



Jonathan H. Freedman



Richard P. Jennett, Jr.

Dated: 1/22/19

Beta Group, Inc.

By:



Signature

Anthony T. Lionetta, PE

Printed Name


Senior Vice President

Printed Title

Dated: December 6, 2018

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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



Dated: 12.11.19

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE



Dated: 11/7/19

Karis L. North, Esq.

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

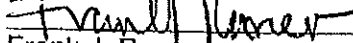
RESOLVED: That the following individuals be, and they each hereby are, authorized, empowered and directed, for, on behalf and in the name of the Corporation, to negotiate, execute, acknowledge and deliver agreements and contracts, to provide engineering services and other services provided by the Corporation, 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

633890_1.docx

633890.v1



BETAG-1

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2018

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).

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 George Hulme		CONTACT NAME: Jodi Colena PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL: JColena@FittsInsurance.com ADDRESS:		
INSURED Beta Group, Inc. 6 Blackstone Valley Pl, St 101 Lincoln, RI 02865		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty		Z25666
		INSURER B: Travelers Indemnity Company		Z25658
		INSURER C: Travelers P&C Ins Co of Americ		Z25674
		INSURER D: Charter Oak Fire Insurance Co.		Z25615
		INSURER E: Lexington Insurance Company		19437
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 checked="" type="checkbox"/> LOC OTHER:	Y	8306K894484	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA6K919446	04/12/2018	04/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	Y	CUP6K922739	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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 N/A	UB6K772536	04/12/2018	04/12/2019	<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
E	Professional & Pollution Liab		029210548 DEDUCTIBLE \$150,000	04/12/2018	04/12/2019	Ea Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

RE: Engineering Services for Design of the Cochrane Rail Trail
Town of Natick is additional insured per CAT4200215, CGD4670713, UM06390214
attached. 30 Day Notice of Cancellation applies per ILT4050311.

CERTIFICATE HOLDER

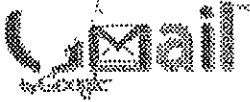
CANCELLATION

TOWNNAT Town of Natick Building Department 13 East Central Street Natick, MA 01760	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
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ACORD 25 (2016/03)

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Bryan Leblanc <bleblanc@natickma.org>

Town of Natick Contract/Beta Group, Inc.

3 messages

Bryan Leblanc <bleblanc@natickma.org>
To: JColena@fittsinsurance.com

Mon, Dec 10, 2018 at 10:31 AM

Good morning, Jodi.

Pursuant to our conversation, the certificate of insurance for Beta Group, Inc. referred to the following endorsements, which were supposedly attached. I did not receive copies, however. Could you forward them to me? They are as follows:

CAT4200215;
CGD4670713; and
UM06390214.

Thanks so much!

Very truly yours,

Bryan Le Blanc

--
Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

Jodi Colena <jcolena@fittsinsurance.com>
Reply-To: jcolena@fittsinsurance.com
To: Bryan Leblanc <bleblanc@natickma.org>

Mon, Dec 10, 2018 at 10:38 AM

Here you go, insured must not have sent them to you, we attached them

Happy Holidays,

Jodi

IN OBSERVANCE OF THE HOLIDAYS FITTS INSURANCE WILL BE CLOSED:

MONDAY, DECEMBER 24TH

TUESDAY, DECEMBER, 25TH

MONDAY, DECEMBER 31ST PLEASE SEND ALL RENEWAL REGISTRATION REQUESTS IN PRIOR TO 12/28/18

TUESDAY, JANUARY 1ST



Jodi Colena, CIC CISR CSRM AIS

Commercial Account Manager

Fitts Insurance Agency, Inc.

2 Willow Street, Suite 102

Southborough, MA 01745

T: 508-620-6200 F: 508-481-0227

jcolena@fittsinsurance.com

www.FittsInsurance.com

www.facebook.com/fittsinsurance << Please LIKE US!

<https://twitter.com/fittsinsurance>

Note: coverage cannot be bound or amended without prior confirmation from a Fitts Insurance Agency representative.

*****PLEASE BE ADVISED THAT MY NEW HOURS ARE 7:30am-3:30pm MONDAY-FRIDAY**

>> Fitts Insurance now offers 24/7 online client self-service. If you want more information on this new servicing option, please contact me

This e-mail message (including attachments, if any) is intended for the use of the individual or entity to whom it is addressed and may contain information this is privileged proprietary, confidential and exempt from disclosure. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited.



Please consider the environment before printing this e-mail

From: Bryan Leblanc [mailto:bleblanc@natickma.org]

Sent: Monday, December 10, 2018 10:32 AM

To: JColena@fittsinsurance.com

Subject: Town of Natick Contract/Beta Group, Inc.

[Quoted text hidden]

3 attachments



Auto Exp 4-12-19 CAT4200215 BLKT AI, WOS.PDF
88K

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Broadened Named Insured</p> <p>B. Blanket Additional Insured – Broad Form Vendors</p> <p>C. Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>D. Blanket Waiver Of Subrogation</p> <p>E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>F. Blanket Additional Insured – Lessors Of Leased Equipment</p> <p>G. Incidental Medical Malpractice</p> <p>H. Personal Injury – Assumed By Contract</p> | <p>I. Amended Bodily Injury Definition</p> <p>J. Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>K. Aircraft Chartered With Crew</p> <p>L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</p> <p>M. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>N. Knowledge And Notice Of Occurrence Or Offense</p> <p>O. Unintentional Omission</p> <p>P. Reasonable Force – Bodily Injury Or Property Damage</p> |
|--|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro-

COMMERCIAL GENERAL LIABILITY

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

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3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

Is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

- signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.
2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

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H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

COMMERCIAL GENERAL LIABILITY

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II – Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

COMMERCIAL GENERAL LIABILITY

in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

POLICY NUMBER: CUP-6K922739-18-43

UMBRELLA
ISSUE DATE: 06/07/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – OTHER INSURANCE – DESIGNATED
PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE
AGREED IN A WRITTEN CONTRACT TO PROVIDE
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Person or Organization:

...

Project or Location:

...

PROVISIONS

The following is added to Paragraph 10., **OTHER INSURANCE.**, of **SECTION IV – CONDITIONS.**:

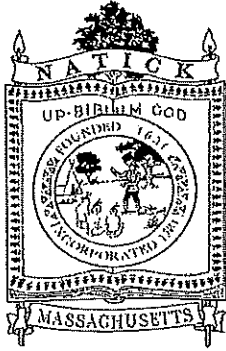
However, for any person or organization shown in the Schedule Of Designated Persons Or Organizations that qualifies as an insured under Paragraph 2.f. of **SECTION II – WHO IS AN INSURED** for the project

or location shown in that schedule, if the written contract in which you have agreed to provide insurance for that person or organization specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance will apply as if other insurance available to that person or organization under which that person or organization qualifies as a named insured does not exist, and we

UMBRELLA

will not share with that other insurance. But this insurance still is excess over any valid and collectible other insurance, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise,

which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

March 20, 2018

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

*RE: SECOND AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF ENGINEERING
SERVICES/DESIGN OF THE COCHITUATE RAIL TRAIL*

Dear Mr. Lionetta:

Please find enclosed a fully-executed form of contract.

As always, you may consult with James Errickson, Community Development Director, at (508)-647-6445, with questions regarding performance, as he is managing the project.

Please let me know if you have any contract-related questions. Thank you for your attention and for your continued professionalism.

Very truly yours,

Bryan R. Le Blanc

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

This Second Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Board of Selectmen ("The Town of Natick" or "the Town") and Beta Group, Inc., 6 Blackstone Valley Place, Suite 101, Lincoln, RI 02865 ("the Contractor") (collectively "the Parties") is entered into this twenty-sixth day of February, 2018.

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

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

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

WHEREAS, in the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts, between the Parties, dated September 18, 2017 (the "First Amendment") the not to exceed sum was reduced, in Article 5, to \$220,000.00;

WHEREAS, 2017 Natick Fall Town Meeting appropriated additional funds for the Contract, to provide the entire design amount, which shall not exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00);

WHEREAS, construction services are still not needed/desired at this time; and

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

1. In Article 1 of the Agreement ("Scope"), which was not amended by the First Amendment, delete the second full paragraph and replace the same with the following text:

"The parties specifically acknowledge that construction administration services outlined in Contractor's Proposal are not needed at this time and are not included in the Scope of Services. Construction administration services would require a separate amendment to this Contract and may require further appropriation."

2. In Article 5 of the Agreement ("Payment"), as amended by the First Amendment, delete the first four (4) full paragraphs and replace the same with the following text:

"In consideration for the Contractor's performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor's proposal, with a sum not to exceed three hundred fifty-two thousand forty-five dollars and zero cents (\$352,045.00).

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

The parties agree that, at present, this Contract is strictly for design and shall not include construction administration services. Completion of any construction administration services would require further appropriation and would require a further contract amendment."

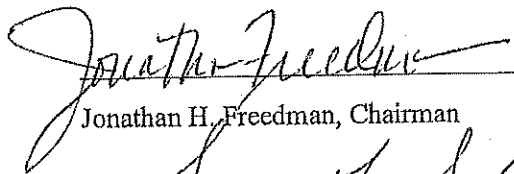
Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

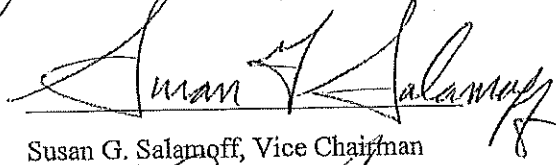
Executed under seal.

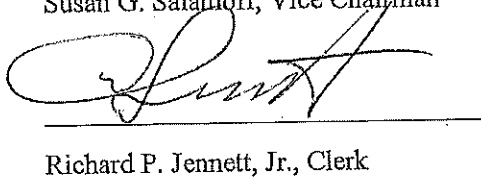
The Town of Natick, Massachusetts

By:

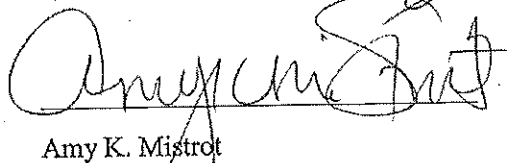
The Natick Board of Selectmen


Jonathan H. Freedman, Chairman


Susan G. Salamoff, Vice Chairman


Richard P. Jennett, Jr., Clerk

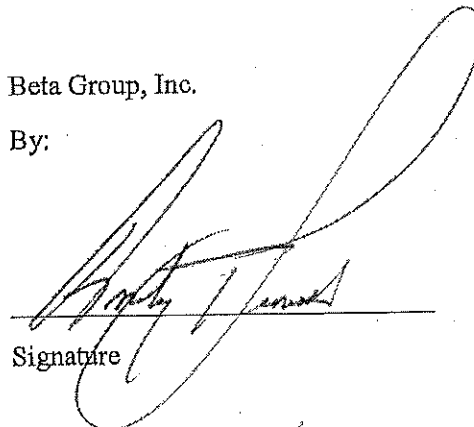

Michael J. Hickey, Jr.


Amy K. Mistrot

Dated: 3/19/18

Beta Group, Inc.

By:


Signature

ANTHONY T. LIONETTE
Printed Name

SENIOR VICE PRESIDENT
Printed Title

Dated: MARCH 7, 2018

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta

Dated: 3/15/18

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John P. Flynn

Dated: March 16, 2018

John P. Flynn, Esq.

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

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

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

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

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

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

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

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

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

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

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

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

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

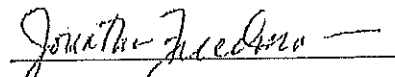
Except as modified herein, the provisions of the Agreement shall remain in full force and effect,

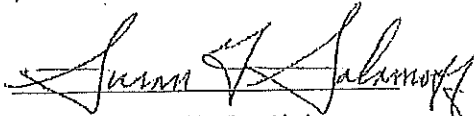
Executed under seal.

The Town of Natick, Massachusetts

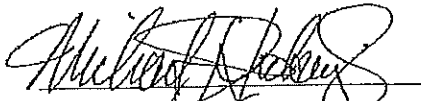
By:

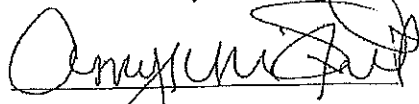
The Natick Board of Selectmen


Jonathan H. Freedman, Chairman


Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

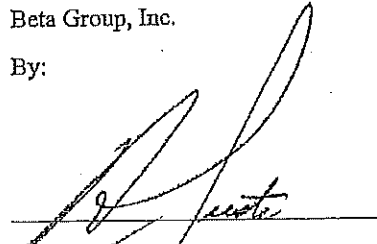

Michael J. Hickey, Jr.


Amy K. Mistrot

Dated: 10/11/17

Beta Group, Inc.

By:


Signature

ANTHONY J. LIOUETTA PE
Printed Name

SENIOR VICE PRESIDENT
Printed Title

Dated: 9/21/2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta

Dated: 9/28/17

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John P. Flynn

Dated: September 21, 2017

John P. Flynn, Esq.

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

This Contract is made this eighteenth day of April, 2017, 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., 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 design of the Cochituate Rail Trail in Natick, Massachusetts, as tasks within the Contractor's Proposal, which is attached hereto as Attachment A, and which is incorporated herein by reference. It is anticipated that tasks within the Contractor's Proposal will be undertaken as needed and as determined by the Town, and not necessarily sequentially. Each task completed shall be directed by the Town and shall be billed at the hourly rates for design, as specified in the Contractor's Proposal.

The Town recognizes that the completion of all design tasks would require a separate amendment to this Contract and would require sufficient sums to fund such services to be appropriated. The parties specifically acknowledge that such sums, as well as sums needed for the construction administration services outlined in Contractor's Proposal, have not been currently appropriated. Construction administration services would require a separate amendment to this Contract and would require further appropriation.

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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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. Incorporation of Contractor's Proposal/Order of Priority of Contract Documents

The provisions of the Contractor's Proposal are incorporated herein by reference. 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
Third Priority:	Contractor's Proposal.

5. Payment

In consideration for the Contractor's performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor's proposal, with a sum not to exceed two hundred sixty thousand dollars and zero cents (\$260,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

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

The parties agree that, at present, this Contract is strictly for design and shall be limited to the tasks as directed by the Town. The parties agree that, notwithstanding any other provision of this Contract, the total sum for which the Town shall be responsible presently is limited to two hundred sixty thousand dollars and zero cents (\$260,000.00).

Completion of further design work beyond \$260,000.00 would require further appropriation and would require a further contract amendment. Completion of any construction administration services would require further appropriation and would require a further contract amendment.

This Contract is a fixed rate, 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.

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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 other than those originally proposed in the Contract, 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 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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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. 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. 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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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 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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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.

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 Substances Prohibited

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and 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 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 requested 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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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.

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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

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: Martha L. White, 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
Quincy, MA 02169

If to the Contractor: Kien Ho, Vice President
Beta Group, Inc.
315 Norwood Park South
Norwood, MA 02062.

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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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.
- q. If any provision, or portion thereof, of this Contract shall be adjudged to be

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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.

- r. 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.
- s. 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.
- t. This Contract is executed in triplicate as a sealed instrument.

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Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS

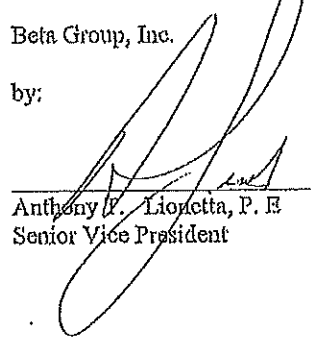
The Town of Natick, Massachusetts

Beta Group, Inc.

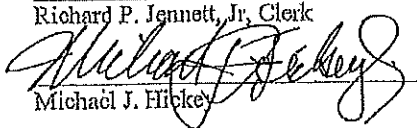
by: the Natick Board of Selectmen

by:


Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice Chairman


Anthony V. Lionetta, P. E.
Senior Vice President

Richard P. Jennett, Jr., Clerk


Michael J. Hickey


Amy J. Mistrot

Dated: 5/1/17

Dated: April 24, 2017

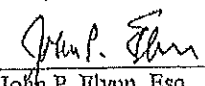
APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.


Virginia W. Cahill
Comptroller, Town of Natick

Dated: 4/27/17

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


John P. Flynn, Esq.

Dated: April 28, 2017

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS

CERTIFICATE OF VOTE

I, Michael E. Grilli, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Clerk/Secretary of BETA Group, Inc.
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on April 25 2017, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
Anthony T. Lionetta, Senior Vice President;
(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 24th day of April, 2017
and has not been changed or modified in any respect.

Michael E. Grilli
Signature

Michael E. Grilli
Printed Name

Clerk/Secretary
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
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

CERTIFICATE OF VOTE

I, Michael E. Grilli, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Clerk/Secretary of BETA Group, Inc.
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on
April 25 2017, at which meeting all Directors were present and voting, the following
vote was unanimously passed:

VOTED: To authorize and empower either
Anthony T. Lionetta, Senior Vice President;
(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 24th day of April, 2017
and has not been changed or modified in any respect.

Michael E. Grilli
Signature

Michael E. Grilli
Printed Name

Clerk/Secretary
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
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

ATTACHMENT A.

SEE ATTACHED DOCUMENT.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

ATTACHMENT A
SCOPE OF SERVICES

The Project consists of advancing the twenty-five percent (25%) (preliminary) design of the Cochituate Rail Trail (CRT) in Natick through the final design submittal (seventy-five percent (75%) through plans, specifications, and estimates (PS&E)) and to provide final construction documents for advertising by the Commonwealth of Massachusetts Department of Transportation (MassDOT). Prior tasks, including initial twenty-five percent (25%) design submittal, revised twenty-five percent (25%) design submittal, Design Public Hearing, concept study, field survey, base mapping and wetlands delineation, have been completed.

The Project extends approximately 2.4 miles along the CSX Saxonville Branch right of way from just north of the Framingham Town Line at Route 30, runs along the Cochituate State Park and the western shore of Lake Cochituate, and crosses over Route 9 through residential areas to Willow Street. The Project also includes a .25 mile spur, which connects the CRT to Natick Collection.

The overall components of the Project include:

- At grade roadway crossings (Fisher Street, General Green Avenue, Lake Street)
- At-grade driveway crossings
- Bridge over Lake Cochituate (stone arch)
- New bridge over Route 30 connecting to Framingham section of CRT
- New bridge over Route 9
- One (1) overpass (Loker Street (No work anticipated to be needed.)
- Potential parking areas (Mechanic Street)
- Eleven thousand seven hundred (11,700) linear feet (LF) basic twelve (12)' trail
- Nine hundred (900) LF trail with new retaining walls
- Five hundred fifty (550) LF trail adjacent to driveway
- Eight hundred (800) LF trail with constrained section (existing walls).

MassDOT has agreed to fund the final design of the bridge over Route 9. This shall be undertaken as a separate assignment for MassDOT. The design shall be integrated into the overall CRT project for advertising and construction.

The southerly limits of the project are at Willow Street, as shown on the most recent revised twenty-five percent (25%) design plans.

The Project's final design shall be advanced in accordance with the staged design development procedures of MassDOT. Right-of-way takings or easements required for the Project will be obtained by the Town.

This Contract is for the advancement of the Project through final design to a PS&E design submission. Construction phase services as required by MassDOT are also included.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
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A breakdown of basic design phase services is as follows:

1.0 Twenty-five percent (25%) Design Revisions (SECTION 300)

1.1 - Deleted

2.0 Seventy-five percent (75%) Design Submission (SECTION 400)

2.1 Address and incorporate into the design the Town's and MassDOT's twenty-five percent (25%) comments, including, to the extent possible, the twenty-five percent (25%) public hearing comments.

2.2 Finalize path design, including limits of work, horizontal and vertical alignments, geometry at roadway crossings, and detailing of related work. Finalize typical sections, horizontal layout, signing and pavement markings.

2.3 Finalize stormwater design and grading, including preparation of Project cross sections. Complete drainage calculations, as required to verify the proposed design.

2.4 Finalize Notice of Intent (NOI) application for filing with the Natick Conservation Commission. Revisions shall be made based on review comments received and modifications to the design. This work includes attendance at up to two (2) public hearings with the Natick Conservation Commission.

2.5 Prepare twenty (20) scale design plans for the Project. The work shall also include the preparation of grading and tie plans, cross sections, traffic sign summary sheets and required construction details.

2.6 Prepare special provisions in accordance with MassDOT's standard specifications.

2.7 Prepare Project landscape plans depicting locations for hardscape elements (benches, bike racks, etc.), plantings and interpretive panels. Incorporate these elements into overall Project design.

2.8 Develop refined traffic management plans using standard overall phasing guidelines for construction implementation. It is anticipated that a temporary road closure shall be required to install the Route 30 Bridge. Temporary detour plans, if appropriate, shall be developed. Temporary road closure and detour shall be required for the Route 9 Bridge demolition and installation. Detour plans for the Route 9 Bridge shall be coordinated with the Route 9 Bridge design being completed through a separate MassDOT assignment.

2.9 Perform itemized quantity take off and prepare estimate of probable construction cost. The Engineer's cost estimates shall be based on recent available weighted average bid prices from MassDOT.

2.10 Compile a seventy-five percent (75%) design submittal package including plans, special provisions, quantity take off, detail sheets, and MassDOT's water quality data form. The submittal package shall also include a completed seventy-five percent (75%) design checklist.

2.11 Attend informational / Project meetings to present and discuss the Project. *Up to eight (8) meetings are*

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
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anticipated with the Town, municipal boards, MassDOT or other involved state agencies. These meetings are intended to be formal presentations of the Project elements as the design progresses, including the Route 30 Bridge design, to allow comment from stakeholders and the public. These meetings may include public informational meetings, meetings with the CRT Committee, and meetings with Town of Framingham officials. Staff level coordination/review meetings are not included in this task and are considered part of the overall final design work.

2.12 Perform supplemental field survey to update base mapping for the Framingham portion of the CRT. This survey shall extend approximately five hundred (500) feet along the recently constructed CRT alignment and shall extend fifteen (15) feet beyond the limits of the path. Detail, including edge of pavement, surface materials, streetscape elements, etc., shall be provided. Existing grades shall be shot at twenty-five (25) foot intervals to fifteen (15) feet beyond the limits of the path. This work shall be performed by a subcontractor as a direct expense.

3.0 Preliminary Right of Ways (SECTION 500)

3.1 Update preliminary right of way plans depicting approximate limits of right of way impacts. Plans shall be updated based on comments received and modifications to the design. Plans shall be included with the seventy-five percent (75%) and one hundred percent (100%) design submissions.

3.2 *Revise Preliminary Right of Way plans to incorporate additional right of way actions required for modifications to Route 30. These include Margarita's restaurant, Home Depot and Omni Trust. The effort under this subtask also includes coordination with the Town of Framingham for the easements from Margarita's and Home Depot.*

4.0 Final Bridge Design -- Route 30 (SECTION 750)

4.1 This work shall include the final design of the proposed bridge over Route 30 as shown on the sketch plans submitted with the twenty-five percent (25%) design. The bridge shall be designed using the 2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges H-10 loading and a ninety (90) psf pedestrian loading, whichever controls, and, as applicable, the Department's LRFD Bridge Manual. Plans shall be prepared in conformance with MassDOT standards, including the MassDOT Highway Division CAD Standards. Bridge design calculations shall consist of one set of design calculations and one set of independent design check calculations.

4.2 Superstructure design shall include design of the superstructure elements for the approach spans to Route 30. Steel stringer design is anticipated. The proposed prefabricated truss pedestrian bridge shall be designed by the bridge manufacturer.

4.3 Substructure design shall include preparation of the design calculations and performance of an independent design check of the calculations for the foundation elements of the structure. The design shall be based on recommendations included in the geotechnical report prepared as part of the twenty-five percent (25%) design and any subsequent geotechnical work performed.

4.4 Bridge layout geometrics shall include preparation of the design calculations and performance of an

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
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independent design check of the bridge geometric calculations, layout, critical clearance, elevations, layout and ties.

4.5 Contract drawings shall include preparation of the structural drawings in accordance with the MassDOT Bridge Manual and check the drawings for content and accuracy.

It is anticipated that the drawings shall include the following:

- Title Sheet
- General Notes and Estimated Quantities
- Boring Logs
- General Plan and Elevation
- Abutment Plan and Elevation
- Abutment Sections and Details
- Pier Plan and Elevation
- Pier Sections and Details
- Transverse Section and Superstructure Details
- Miscellaneous Details.

4.6 First review submission shall include preparation and submission of the bridge design plans for MassDOT review and subsequent resolution of the comments and recommendations received from MassDOT.

4.7 Quantity cost estimates shall include preparation of the quantity calculations, and performance of an independent check of the quantity calculations of the bridge items and related cost estimates.

4.8 Prepare bridge special provisions in accordance with the MassDOT Bridge Manual for only those items not included in the standard or supplemental specifications to describe specific or unique activity to be performed by the general contractor for the Project.

4.9 Second review submission shall include preparation and submission of updated final bridge designs plans for MassDOT review and subsequent resolution of MassDOT comments and recommendations.

4.10 Participate in one (1) meeting with MassDOT and coordinate in scheduling and advancing the bridge design.

4.11 Perform an independent review of the Project by an experienced engineer who is not directly involved in the preparation of the contract documents. Review shall focus on the practicality of constructing the structure based on access to site, equipment needs, material properties, etc. Provide an overall review of the plans, specifications, and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest supplemental specifications, the Bridge Manual, the construction and traffic standard details, and the latest engineering and policy directives.

4.12 Prepare and submit a bridge section checklist.

4.13 -- Perform additional geotechnical investigations as may be required by MassDOT for the Route 30. The

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
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exact scope of geotechnical work will be identified based on MassDOT comments. This work will be performed by a subconsultant to BETA as a direct expense.

5.0 One hundred percent (100%) Design / PS&E Submittals (SECTION 450/800)

5.1 Address/incorporate comments received from the seventy-five percent (75%) submittal to the extent possible and advance the Project to the one hundred percent (100%) design level. Compile one hundred percent (100%) design submittal, including comment resolution and one hundred percent (100%) design checklist.

5.2 Finalize Detail Sheets and the quantity take off.

5.3 Incorporate one hundred percent (100%) design submittal comments received and prepare PS&E submittal for MassDOT's use in bidding the Project.

6.0 Construction Phase Services (SECTION 900)

The work included in this task is related to the bidding and construction of the Project. This work is subject to appropriation and a separate written notice to proceed by the Town.

6.1 Bid Assistance shall include responding to bidders requests for information and, if necessary, shall include providing supporting technical information for addenda.

6.2 Attend a pre-construction conference to assist MassDOT in presenting the Project.

6.3 Review shop drawings related to the path design and Route 30 Bridge structure.

6.4 Furnish construction advice and conduct field visits to assist in the resolution of construction issues.

6.5 Perform a final bridge rating and prepare a rating report.

C. ESTIMATED FEE / ASSUMPTIONS

The estimate design fee to advance the Project through final design (PS&E submittal to MassDOT), not including construction phase services as outlined herein, is three hundred fifty-two thousand forty five dollars and no cents (\$352,045.00). Fees shall be billed on a time and materials basis.

The fee includes:

Final Design \$321,495.00

- Task 2 - 75% design \$133,050
- Task 3 - Right of Way \$12,925
- Task 4 - Bridge Design \$134,670
- Task 5 - 100% Design \$29,770
- Task 5 - PS&E \$11,080

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
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Direct Expenses	\$ 30,550
• Supplemental Survey	\$11,500
• Supplemental Geotechnical	\$16,000
• Printing	\$ 2,800
• Mileage	\$ 250
Final Design Fee	\$352,045.00.

The estimated construction phase services fee as required by MassDOT for this Project is forty-four thousand seven hundred ninety dollars and no cents (\$44,790.00). This work is subject to appropriation and a separate written notice to proceed by the Town.

Construction Services Fee \$ 44,790.00

The following hourly rates shall apply:

HOURLY RATE SUMMARY

Principal in Charge (PIC) -	\$171.10/hour
Project Manager (PM) -	\$165.00/hour.
Senior Engineer (SE) -	\$138.00/hour
Engineer -	\$105.00/hour
Assistant Engineer -	\$ 81.50/hour
Engineering Technician -	\$ 75.00/hour.

Design Services Assumptions

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

- The final design work is based on the design presented in the revised twenty-five percent (25%) submission and revised sketch plans. Significant changes to the design alignment, layout and/or bridge configuration may require additional work that will be negotiated as an additional service.
- Resident engineering services will be provided by MassDOT.

869902v2



BETAG-1

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2018

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).

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

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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <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 - COMP/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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	<input checked="" type="checkbox"/> 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"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional & Pollution Liab		029210548 DEDUCTIBLE \$100,000	04/12/2017	04/12/2018	Ea Claim \$ 2,000,000 Aggregate \$ 3,000,000

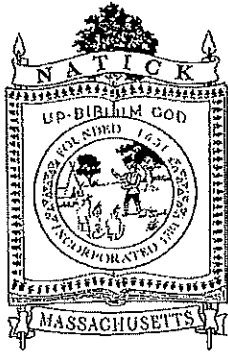
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Services for Deisgn of the Cochituate Rail Trail
When required by written contract, Town of Natick is included as additional insured for General, Automobile and Excess Liability policies subject to forms and conditions of the policies. 30 Day Notice of Cancellation 10 for nonpay

CERTIFICATE HOLDER

CANCELLATION

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



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

October 12, 2017

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

*RE: FIRST AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF ENGINEERING
SERVICES/DESIGN OF THE COCHITUATE RAIL TRAIL*

Dear Mr. Lionetta:

Please find enclosed a fully-executed original of the First Amendment to Contract for the Procurement of Engineering Services for Design of the Cochituate Rail Trail in Natick, Massachusetts.

Please contact Jamie Erickson, Director of Community Development, regarding any scope of work questions that you may have. He may be reached at (508)-647-6445.

Thank you for your attention and for your assistance!

Very truly yours,

Bryan R. Le Blanc

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

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

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

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

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

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

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

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

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

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

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

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

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

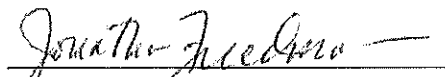
Except as modified herein, the provisions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

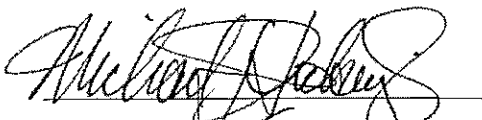
By:

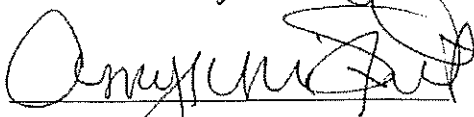
The Natick Board of Selectmen


Jonathan H. Freedman, Chairman


Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk

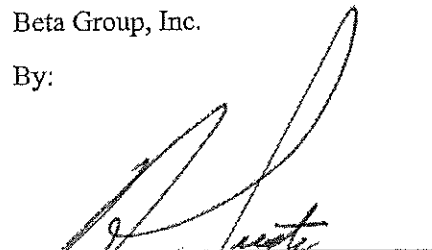

Michael J. Hickey, Jr.


Amy K. Mistrot

Dated: 10/11/17

Beta Group, Inc.

By:


Signature

ANTHONY T. LIOUETTA PE
Printed Name

SENIOR VICE PRESIDENT
Printed Title

Dated: 9/21/2017

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta

Dated: 9/28/17

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

John P. Flynn

Dated: September 21, 2017

John P. Flynn, Esq.



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

May 8, 2017

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

RE: DESIGN SERVICES/COCHITUATE RAIL TRAIL

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

This Contract is made this eighteenth day of April, 2017, 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., 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 design of the Cochituate Rail Trail in Natick, Massachusetts, as tasks within the Contractor's Proposal, which is attached hereto as Attachment A, and which is incorporated herein by reference. It is anticipated that tasks within the Contractor's Proposal will be undertaken as needed and as determined by the Town, and not necessarily sequentially. Each task completed shall be directed by the Town and shall be billed at the hourly rates for design, as specified in the Contractor's Proposal.

The Town recognizes that the completion of all design tasks would require a separate amendment to this Contract and would require sufficient sums to fund such services to be appropriated. The parties specifically acknowledge that such sums, as well as sums needed for the construction administration services outlined in Contractor's Proposal, have not been currently appropriated. Construction administration services would require a separate amendment to this Contract and would require further appropriation.

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS

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. Incorporation of Contractor's Proposal/Order of Priority of Contract Documents

The provisions of the Contractor's Proposal are incorporated herein by reference. 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
Third Priority:	Contractor's Proposal.

5. Payment

In consideration for the Contractor's performance of the design work in accordance with the requirements of this Contract, and as directed by the Town, the Town shall pay the Contractor the hourly rates for design, as set forth in the Contractor's proposal, with a sum not to exceed two hundred sixty thousand dollars and zero cents (\$260,000.00). This amount represents the currently available sums for which the Town has made prior appropriation.

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

The parties agree that, at present, this Contract is strictly for design and shall be limited to the tasks as directed by the Town. The parties agree that, notwithstanding any other provision of this Contract, the total sum for which the Town shall be responsible presently is limited to two hundred sixty thousand dollars and zero cents (\$260,000.00).

Completion of further design work beyond \$260,000.00 would require further appropriation and would require a further contract amendment. Completion of any construction administration services would require further appropriation and would require a further contract amendment.

This Contract is a fixed rate, 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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 other than those originally proposed in the Contractor, 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 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 of 27D of the Massachusetts General Laws, as amended, and the applicable

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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. 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. 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

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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.

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 Substances Prohibited

Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
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The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and 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 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 requested 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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.

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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: Martha L. White, 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
Quincy, MA 02169

If to the Contractor: Kien Ho, Vice President
Beta Group, Inc.
315 Norwood Park South
Norwood, MA 02062.

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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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 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. This Contract may be amended only by written consent of the parties.
- p. 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.
- q. If any provision, or portion thereof, of this Contract shall be adjudged to be

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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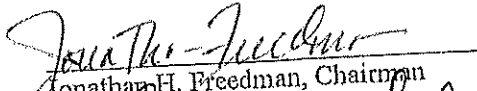
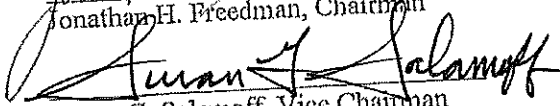
invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- r. 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.
- s. 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.
- t. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

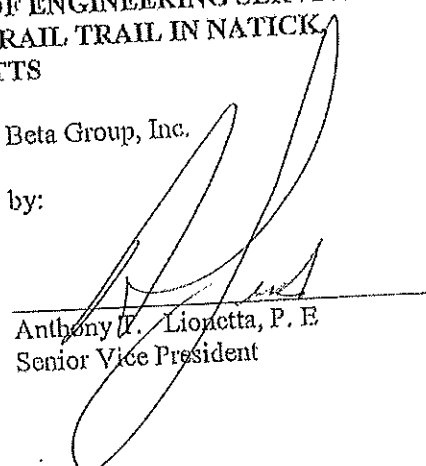
Town of Natick, Massachusetts
**CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
MASSACHUSETTS**

The Town of Natick, Massachusetts
by: the Natick Board of Selectmen

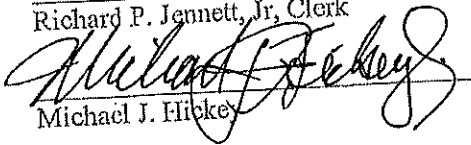

Jonathan H. Freedman, Chairman

Susan G. Salamoff, Vice Chairman

Beta Group, Inc.

by:


Anthony V. Lionetta, P. E.
Senior Vice President

Richard P. Jennett, Jr., Clerk


Michael J. Hickey


Amy J. Mistrot

Dated: 5/1/17

Dated: April 24, 2017

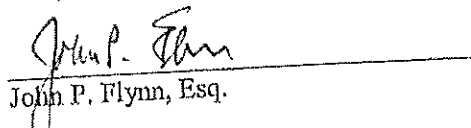
APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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.


Virginia W. Cahill
Comptroller, Town of Natick

Dated: 4/27/17

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


John P. Flynn, Esq.

Dated: April 28, 2017

CERTIFICATE OF VOTE

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Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES
FOR DESIGN OF THE COCHITUATE RAIL TRAIL IN NATICK,
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ATTACHMENT A.

SEE ATTACHED DOCUMENT.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING SERVICES FOR THE DESIGN AND
CONSTRUCTION OF THE COCHITUATE RAIL TRAIL IN THE TOWN OF NATICK

ATTACHMENT A
SCOPE OF SERVICES

The Project consists of advancing the twenty-five percent (25%) (preliminary) design of the Cochituate Rail Trail (CRT) in Natick through the final design submittal (seventy-five percent (75%) through plans, specifications, and estimates (PS&E)) and to provide final construction documents for advertising by the Commonwealth of Massachusetts Department of Transportation (MassDOT). Prior tasks, including initial twenty-five percent (25%) design submittal, revised twenty-five percent (25%) design submittal, Design Public Hearing, concept study, field survey, base mapping and wetlands delineation, have been completed.

The Project extends approximately 2.4 miles along the CSX Saxonville Branch right of way from just north of the Framingham Town Line at Route 30, runs along the Cochituate State Park and the western shore of Lake Cochituate, and crosses over Route 9 through residential areas to Willow Street. The Project also includes a .25 mile spur, which connects the CRT to Natick Collection.

The overall components of the Project include:

- At grade roadway crossings (Fisher Street, General Green Avenue, Lake Street)
- At-grade driveway crossings
- Bridge over Lake Cochituate (stone arch)
- New bridge over Route 30 connecting to Framingham section of CRT
- New bridge over Route 9
- One (1) overpass (Loker Street (No work anticipated to be needed.)
- Potential parking areas (Mechanic Street)
- Eleven thousand seven hundred (11,700) linear feet (LF) basic twelve (12)' trail
- Nine hundred (900) LF trail with new retaining walls
- Five hundred fifty (550) LF trail adjacent to driveway
- Eight hundred (800) LF trail with constrained section (existing walls).

MassDOT has agreed to fund the final design of the bridge over Route 9. This shall be undertaken as a separate assignment for MassDOT. The design shall be integrated into the overall CRT project for advertising and construction.

The southerly limits of the project are at Willow Street, as shown on the most recent revised twenty-five percent (25%) design plans.

The Project's final design shall be advanced in accordance with the staged design development procedures of MassDOT. Right-of-way takings or easements required for the Project will be obtained by the Town.

This Contract is for the advancement of the Project through final design to a PS&E design submission. Construction phase services as required by MassDOT are also included.

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A breakdown of basic design phase services is as follows:

1.0 Twenty-five percent (25%) Design Revisions (SECTION 300)

1.1 – Deleted

2.0 Seventy-five percent (75%) Design Submission (SECTION 400)

2.1 Address and incorporate into the design the Town's and MassDOT's twenty-five percent (25%) comments, including, to the extent possible, the twenty-five percent (25%) public hearing comments.

2.2 Finalize path design, including limits of work, horizontal and vertical alignments, geometry at roadway crossings, and detailing of related work. Finalize typical sections, horizontal layout, signing and pavement markings.

2.3 Finalize stormwater design and grading, including preparation of Project cross sections. Complete drainage calculations, as required to verify the proposed design.

2.4 Finalize Notice of Intent (NOI) application for filing with the Natick Conservation Commission. Revisions shall be made based on review comments received and modifications to the design. This work includes attendance at up to two (2) public hearings with the Natick Conservation Commission.

2.5 Prepare twenty (20) scale design plans for the Project. The work shall also include the preparation of grading and tie plans, cross sections, traffic sign summary sheets and required construction details.

2.6 Prepare special provisions in accordance with MassDOT's standard specifications.

2.7 Prepare Project landscape plans depicting locations for hardscape elements (benches, bike racks, etc.), plantings and interpretive panels. Incorporate these elements into overall Project design.

2.8 Develop refined traffic management plans using standard overall phasing guidelines for construction implementation. It is anticipated that a temporary road closure shall be required to install the Route 30 Bridge. Temporary detour plans, if appropriate, shall be developed. Temporary road closure and detour shall be required for the Route 9 Bridge demolition and installation. Detour plans for the Route 9 Bridge shall be coordinated with the Route 9 Bridge design being completed through a separate MassDOT assignment.

2.9 Perform itemized quantity take off and prepare estimate of probable construction cost. The Engineer's cost estimates shall be based on recent available weighted average bid prices from MassDOT.

2.10 Compile a seventy-five percent (75%) design submittal package including plans, special provisions, quantity take off, detail sheets, and MassDOT's water quality data form. The submittal package shall also include a completed seventy-five percent (75%) design checklist.

2.11 Attend informational / Project meetings to present and discuss the Project. *Up to eight (8) meetings are*

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anticipated with the Town, municipal boards, MassDOT or other involved state agencies. These meetings are intended to be formal presentations of the Project elements as the design progresses, including the Route 30 Bridge design, to allow comment from stakeholders and the public. These meetings may include public informational meetings, meetings with the CRT Committee, and meetings with Town of Framingham officials. Staff level coordination/review meetings are not included in this task and are considered part of the overall final design work.

2.12 Perform supplemental field survey to update base mapping for the Framingham portion of the CRT. This survey shall extend approximately five hundred (500) feet along the recently constructed CRT alignment and shall extend fifteen (15) feet beyond the limits of the path. Detail, including edge of pavement, surface materials, streetscape elements, etc., shall be provided. Existing grades shall be shot at twenty-five (25) foot intervals to fifteen (15) feet beyond the limits of the path. This work shall be performed by a subcontractor as a direct expense.

3.0 Preliminary Right of Ways (SECTION 500)

3.1 Update preliminary right of way plans depicting approximate limits of right of way impacts. Plans shall be updated based on comments received and modifications to the design. Plans shall be included with the seventy-five percent (75%) and one hundred percent (100%) design submissions.

3.2 Revise Preliminary Right of Way plans to incorporate additional right of way actions required for modifications to Route 30. These include Margarita's restaurant, Home Depot and Omni Trust. The effort under this subtask also includes coordination with the Town of Framingham for the easements from Margarita's and Home Depot.

4.0 Final Bridge Design – Route 30 (SECTION 750)

4.1 This work shall include the final design of the proposed bridge over Route 30 as shown on the sketch plans submitted with the twenty-five percent (25%) design. The bridge shall be designed using the 2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges H-10 loading and a ninety (90) psf pedestrian loading, whichever controls, and, as applicable, the Department's LRFD Bridge Manual. Plans shall be prepared in conformance with MassDOT standards, including the MassDOT Highway Division CAD Standards. Bridge design calculations shall consist of one set of design calculations and one set of independent design check calculations.

4.2 Superstructure design shall include design of the superstructure elements for the approach spans to Route 30. Steel stringer design is anticipated. The proposed prefabricated truss pedestrian bridge shall be designed by the bridge manufacturer.

4.3 Substructure design shall include preparation of the design calculations and performance of an independent design check of the calculations for the foundation elements of the structure. The design shall be based on recommendations included in the geotechnical report prepared as part of the twenty-five percent (25%) design and any subsequent geotechnical work performed.

4.4 Bridge layout geometrics shall include preparation of the design calculations and performance of an

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independent design check of the bridge geometric calculations, layout, critical clearance, elevations, layout and ties.

4.5 Contract drawings shall include preparation of the structural drawings in accordance with the MassDOT Bridge Manual and check the drawings for content and accuracy.

It is anticipated that the drawings shall include the following:

- Title Sheet
- General Notes and Estimated Quantities
- Boring Logs
- General Plan and Elevation
- Abutment Plan and Elevation
- Abutment Sections and Details
- Pier Plan and Elevation
- Pier Sections and Details
- Transverse Section and Superstructure Details
- Miscellaneous Details.

4.6 First review submission shall include preparation and submission of the bridge design plans for MassDOT review and subsequent resolution of the comments and recommendations received from MassDOT.

4.7 Quantity cost estimates shall include preparation of the quantity calculations, and performance of an independent check of the quantity calculations of the bridge items and related cost estimates.

4.8 Prepare bridge special provisions in accordance with the MassDOT Bridge Manual for only those items not included in the standard or supplemental specifications to describe specific or unique activity to be performed by the general contractor for the Project.

4.9 Second review submission shall include preparation and submission of updated final bridge designs plans for MassDOT review and subsequent resolution of MassDOT comments and recommendations.

4.10 Participate in one (1) meeting with MassDOT and coordinate in scheduling and advancing the bridge design.

4.11 Perform an independent review of the Project by an experienced engineer who is not directly involved in the preparation of the contract documents. Review shall focus on the practicality of constructing the structure based on access to site, equipment needs, material properties, etc. Provide an overall review of the plans, specifications, and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest supplemental specifications, the Bridge Manual, the construction and traffic standard details, and the latest engineering and policy directives.

4.12 Prepare and submit a bridge section checklist.

4.13 -- Perform additional geotechnical investigations as may be required by MassDOT for the Route 30. The

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exact scope of geotechnical work will be identified based on MassDOT comments. This work will be performed by a subconsultant to BETA as a direct expense.

5.0 One hundred percent (100%) Design / PS& E Submittals (SECTION 450/800)

5.1 Address/incorporate comments received from the seventy-five percent (75%) submittal to the extent possible and advance the Project to the one hundred percent (100%) design level. Compile one hundred percent (100%) design submittal, including comment resolution and one hundred percent (100%) design checklist.

5.2 Finalize Detail Sheets and the quantity take off.

5.3 Incorporate one hundred percent (100%) design submittal comments received and prepare PS&E submittal for MassDOT's use in bidding the Project.

6.0 Construction Phase Services (SECTION 900)

The work included in this task is related to the bidding and construction of the Project. This work is subject to appropriation and a separate written notice to proceed by the Town.

6.1 Bid Assistance shall include responding to bidders requests for information and, if necessary, shall include providing supporting technical information for addenda.

6.2 Attend a pre-construction conference to assist MassDOT in presenting the Project.

6.3 Review shop drawings related to the path design and Route 30 Bridge structure.

6.4 Furnish construction advice and conduct field visits to assist in the resolution of construction issues.

6.5 Perform a final bridge rating and prepare a rating report.

C. ESTIMATED FEE / ASSUMPTIONS

The estimate design fee to advance the Project through final design (PS&E submittal to MassDOT), not including construction phase services as outlined herein, is three hundred fifty-two thousand forty five dollars and no cents (\$352,045.00). Fees shall be billed on a time and materials basis.

The fee includes:

Final Design \$321,495.00

- Task 2 - 75% design \$133,050
- Task 3 - Right of Way \$12,925
- Task 4 - Bridge Design \$134,670
- Task 5 - 100% Design \$29,770
- Task 5 - PS&E \$11,080

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Direct Expenses	\$ 30,550
• Supplemental Survey	\$11,500
• Supplemental Geotechnical	\$16,000
• Printing	\$ 2,800
• Mileage	\$ 250
Final Design Fee	\$352,045.00.

The estimated construction phase services fee as required by MassDOT for this Project is forty-four thousand seven hundred ninety dollars and no cents (\$44,790.00). This work is subject to appropriation and a separate written notice to proceed by the Town.

Construction Services Fee \$ 44,790.00

The following hourly rates shall apply:

HOURLY RATE SUMMARY

Principal in Charge (PIC) -	\$171.10/hour
Project Manager (PM) -	\$165.00/hour
Senior Engineer (SE) -	\$138.00/hour
Engineer -	\$105.00/hour
Assistant Engineer -	\$ 81.50/hour
Engineering Technician -	\$ 75.00/hour.

Design Services Assumptions

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

- The final design work is based on the design presented in the revised twenty-five percent (25%) submission and revised sketch plans. Significant changes to the design alignment, layout and/or bridge configuration may require additional work that will be negotiated as an additional service.
- Resident engineering services will be provided by MassDOT.

869902v2



BETAG-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2017

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).

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 Fitts Insurance Agency		508-620-6200		CONTACT NAME: Jodi Colena PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL: jcolena@FittsInsurance.com ADDRESS:	
INSURED Beta Group, Inc. 6 Blackstone Valley Pl, St 101 Lincoln, RI 02865		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Twin City Fire Insurance Co.		Z29459	
		INSURER B: Hartford Casualty Insurance Co		Z29424	
		INSURER C: Lexington Insurance Company		19437	
		INSURER D:			
		INSURER E:			
		INSURER F:			

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		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 - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		08UUNUF7256	04/12/2017	04/12/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		08XHUU6914	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		N/A	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	Professiona & 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)

RE: Engineering Services for Design of the Cochinuate Rail Trail
As required by written contract, Town of Natick is an additional insured for General Liability and Auto Liability per forms and conditions of the policy.
30 Day Notice of Cancellation 10 for nonpay

CERTIFICATE HOLDER

TOWN/STATE

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