



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Melissa Malone, Town Administrator  
William Chenard, Deputy Town Administrator - Operations  
Jeremy Marsette, Director, Natick Public Works  
William McDowell, Town Engineer

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

**DATE:** January 7, 2020

**SUBJECT: CONTRACT AWARD**  
**South Main Street Construction/Engineering/Contract Administration Services**

Informal, non-written pricing by DPW reveals that Green International Affiliates, Inc. ("Green"), 239 Littleton Road, Suite 3, Westford, MA 01886, is the ideally competitive firm to perform engineering/construction administration services during the South Main Street Construction Project.

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

Green is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes. It has also served as the engineering firm for design and bidding of the project.

We respectfully request that Natick Board of Selectmen award Green, a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the hourly rates specified therein. The total present price cap, without further authorization, will be \$264,487.00.

The funding to cover this comes from the following sources:  
Town Capital Appropriation South Main Street 2019 FTM and Chapter 90 Funds (\$264,487.00).

**TOWN OF NATICK, MASSACHUSETTS**  
**CONTRACT FOR CONSTRUCTION/ENGINEERING SERVICES**  
**SOUTH MAIN STREET PROJECT**

This Contract is made as of this twenty-first day of January, 2020, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Green International Affiliates, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 239 Littleton Road, Suite 3, Westford, MA 01886 (hereinafter the "Contractor").

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

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide consulting engineering services for roadway improvements to South Main Street in the Town of Natick, as set forth in Attachment A-1, which is attached to and incorporated herein by reference. The parties hereto agree that such services are exempt, pursuant to M.G.L. c. 30B, §1(b) (32A), from the provisions of the Commonwealth of Massachusetts Uniform Procurement Act (subsection 32A exempts services of architects, engineers, and related professionals).

2. Standard of Care

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

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end two (2) years later. At the sole discretion of the Town of Natick, the term of this contract may be extended for an additional one (1)-year term.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

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

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth herein.

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This Contract is a time and materials contract and the Contractor shall be paid a "fee" and expenses. The fee shall be based on actual hours worked at the hourly billing rates provided in Attachment A1. Expenses associated with the Contractor's work shall be paid by the Town. The total not-to-exceed amount of the Contract is \$264,487.00, inclusive of all labor and expenses.

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 Attachment A-1, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

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

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

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

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

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terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

**8. Insurance**

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

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

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor

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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 the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

**10. No Personal Liability**

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

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**11. Familiarity with Area of Work**

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

**12. Performance Bond**

DELETED – NOT APPLICABLE.

**13. Labor and Materials Payment Bond**

DELETED – NOT APPLICABLE.

**14. Independent Contractor Status**

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

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

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

**16. No Smoking**

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

**17. Criminal Background Screening**

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

18. *Delays/Force Majeure*

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

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

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- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

20. Notices

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

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

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

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

21. License

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



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consistent with this Agreement.

**22. Miscellaneous Provisions**

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone 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.

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- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When

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executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. 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.
- t. 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.
- u. This Contract is executed in triplicate as a sealed instrument.

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

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The Town of Natick, Massachusetts

Green International Affiliates, Inc.

by: the Natick Board of Selectmen

by:

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

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

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

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

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

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

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ATTACHMENT A1:

SCOPE OF SERVICES

The parties have agreed upon the following scope, where by Green shall provide Construction Administration and full-time Resident Engineer services for the above referenced project. Based on the parties' understanding, Green shall provide Construction Administration Services and a full-time Resident Engineer to oversee the construction for the subject project. Construction is anticipated to begin on or around April 20, 2020 and will be completed by August 28, 2021. It is estimated that there will be approximately 336 working days (16 months) of construction, 12 months of which will require a full-time Resident Engineer. The remaining time is assumed to be minor and incidental work for which a full-time Resident Engineer is not required or that will be covered by Town personnel. Green can provide full-time services for the duration of the work upon request and approved amendment of this Scope of Services.

Green will provide Construction Administration Services to oversee the overall progress of construction and our Resident Engineer, review and process payment requisitions, review shop drawing submittals, make periodic site visits to observe the ongoing work and address any issues and respond to Contractor Requests for Information (RFI).

The Resident Engineer Services will include daily construction observation services, daily monitoring of construction activities, overseeing the progress of work and verifying the use and quantity of materials for compliance with the Contract Documents.

Green proposes the following Scope Work and fee to provide Construction Administration Services and full-time Resident Engineer Services to the Town for the subject project:

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**SCOPE OF WORK**

**Task 1 - Construction Administration Services**

***Task 1.1 – Overall Construction Coordination and Pre-Construction Meeting***

We (Green) anticipate that the duration of active work for which Construction Administration Services will be required is sixteen (16) months. We will attend a pre-construction meeting and prepare minutes. We will coordinate with the Town during the construction of the project and provide regular progress updates through the Resident Engineer. We will provide periodic site visits during the construction. We have budgeted thirty-two (32) trips to the Natick DPW offices or the site for meetings or site visits at an average length of 4-hours each, including travel time. This is about one meeting every two weeks of construction. We have estimated the budget for this task assuming that the Project Manager attends four (4) of the meetings, the Project Engineer attends eight (8) of the meetings and a Staff Engineer attends all of the meetings.

***Task 1.2 – Payment Requisition and Change Order Reviews***

We will review contractor requests for payment and change order submittals (if any). It is assumed that payment requisitions will be submitted by the Contractor monthly and that there will be up to sixteen (16) payment requisitions. It is assumed that no more than three (3) change orders will be submitted by the Contractor. We will review the change orders, if any, for reasonableness and coordinate with the Town and Contractor on any comments.

***Task 1.3 – Shop Drawing and Request for Information Review***

We will review contractor submittals and respond to contractor requests for information during construction. All submittals are anticipated to be electronic and are anticipated to include the review of the drainage related materials, pavement materials, subbase materials, guardrail items, concrete for sidewalks, stone masonry retaining wall layouts, signs and pavement markings. We will review clock diagrams submitted by the Contractor for the proposed 87 drainage structures. We anticipate up to fifty (50) construction submittals for roadway and drainage related items will be submitted. We assume that half of the submittals will require one resubmittal and re-review.

We will review contractor requests for information. We anticipate five (5) formal requests for information from the Contractor.

***Task 1.4 – Final Project Close-Out/Punchlist***

We will attend one (1) site walk with the Contractor and the Town to prepare a punchlist of outstanding items to be addressed. We will compile and submit copies of relevant construction documentation to the Town. We will attend one (1) additional Final Site Walk to review the punchlist and confirm that the items have been satisfactorily addressed.

***Task 1.5 – Review As-built Plans***

We will review the as-built plans prepared by the Contractor of the completed improvements for the project. The review will be limited to confirming the materials and locations of the improvements based on the field notes and marked-up plans of the on-site Resident Engineer. The review will not include confirming the elevations of the pavement, rims and inverts. Survey is not included in this task

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF CONSULTING**  
**ENGINEERING/CONSTRUCTION ADMINISTRATION SERVICES FOR ROADWAY**  
**IMPROVEMENTS TO SOUTH MAIN STREET, NATICK, MASSACHUSETTS**

**Task 2 - Resident Engineering Services**

Green will provide a Resident Engineer to the Town of Natick for the duration of the construction which is assumed to be 252 working days and 8 hours per day. The Resident Engineer will perform the following tasks:

- Perform construction observations and accept/reject materials, equipment and supplies delivered/installed in the work site;
- Prepare and maintain a construction "punchlist" of work to be completed or corrected by the Contractor;
- Maintain records for and attend meetings with representatives of the Town and the Contractor and other agencies having jurisdiction over the work;
- Maintain documentation, survey notes, and a set of marked-up prints of the completed construction;
- Review contract documents and approved shop drawings to identify and report degree of Contractor compliance with the contract documents;
- Provide limited materials testing. Materials testing is for verifying conformance with Contract Documents and includes compaction testing, concrete slump and strength, and pavement temperature and gradation. All other testing is by the Contractor via an independent testing company.
- Review and evaluate Contractor work schedules. Review updates during the construction period, as necessary;
- Observe daily construction and record site conditions for conformance with contract documents;
- Observe the quality and quantity (with appropriate measurement) of the construction to determine that the work conforms with all contract document requirements;
- List equipment, personnel, materials, and other indicators of progress;
- Investigate public complaints;
- Maintain correspondence, daily reports, and public complaint files;
- Maintain liaison with and attend regular site meetings with the contractor in order to anticipate construction work, potential problems, progress, and for other necessary reasons;
- Review periodic applications for payment (monthly and final requisitions) prepared by the contractor;
- Review contractor payrolls;
- Provide general coordination and assistance related to other specific contract requirements;
- Make measurements as necessary for payments;
- Obtain photographs of key conditions for work in progress;
- Measure and record in a field book, as the work progresses, the various pay quantities, utility locations, test results, etc.; and
- Prepare a daily construction report outlining the work performed, test results, materials delivered, damage and restoration of public and private property, crew size and other pertinent data.
- We, through a sub-contractor, will provide limited material testing services for the project. Testing services will be in accordance to MassDOT specifications and are anticipated to include concrete and compaction tests on reclaimed pavement borrow and gravel borrow, dense graded crushed stone and each compacted asphalt course. All other testing, such as testing of materials for use on the project, is to be provided by the Contractor. We have included an allowance of \$7,000 for this testing which is an estimate of the cost required.



**CONTRACT FOR THE PROCUREMENT OF CONSULTING  
ENGINEERING/CONSTRUCTION ADMINISTRATION SERVICES FOR ROADWAY  
IMPROVEMENTS TO SOUTH MAIN STREET, NATICK, MASSACHUSETTS**

**FEE:**

The total estimated cost to provide Construction Phase Services and Resident Engineer Services is \$264,487, as broken down below and the attached man-hour estimate and fee schedule. Said amount shall not be exceeded without prior authorization from the Town and sufficient appropriation to fund such an expenditure.

**Task 1 - Construction Administration Services**

The total estimated cost to provide Construction Administration Services is \$92,737.00

The fee for Task 1 is an estimate based on assumptions of the time required to complete the work and estimated expenses including a \$7,000 allowance for materials testing. The actual work will be completed on a Time and Materials basis using the following rate structure. There is no mark-up on incurred expenses.

Program Manager	\$200/hour
Project Manager	\$170/hour
Senior Engineer/Project Engineer	\$145/hour
Staff Engineer	\$110/hour

**Task 2 - Resident Engineering Services**

The Resident Engineer Services will be billed at an hourly rate of \$85/hour plus incurred expenses. Expenses such as on-the-job mileage, materials testing or supplies will be billed at cost without mark-up. The total estimated fee to provide Resident Engineer Services is \$171,750. The fee for Task 2 is an estimate based on assumptions of the time required to complete the work and estimated expenses.

If the Resident Engineer is on-site, the minimum time billed will be four (4) hours after which, time will be billed in one (1) hour increments.

# Town of Natick, Massachusetts

## CONTRACT FOR THE PROCUREMENT OF CONSULTING ENGINEERING/CONSTRUCTION ADMINISTRATION SERVICES FOR ROADWAY IMPROVEMENTS TO SOUTH MAIN STREET, NATICK, MASSACHUSETTS

Construction Phase Services

Engineer's Work-Hour Estimate and Fee Schedule

Town of Natick  
Department of Public Works  
Improvements to South Main Street



GREEN INTERNATIONAL AFFILIATES, INC.  
239 Lorton Road, Suite 3, Westford MA 01886  
Tel: (878) 925-0400 Fax: (878) 925-0033

Civil and Structural Engineers  
www.greenintl.com

TASK No.	TASK DESCRIPTION	PRINCIPAL IN-CHARGE \$	PROJECT MANAGER \$	PROJECT ENGINEER \$	STAFF ENGINEER \$	RESIDENT ENGINEER \$	TOTAL LABOR	TOTAL LABOR	TRAVEL MILEAGE	PRINTING	MAILING	MISC	TOTAL EXPENSES
<b>Task 1.0</b>	<b>Construction Administration</b>												
1.1	Overall Coordination and Meetings (assume Pre-con, 32 mgs)	0	80	160	192	0	432	\$57,920.00	\$1,576.00	\$0.00	\$0.00	\$0.00	\$1,576.00
1.2a	Pay Req Reviews (assume 16)	0	4	8	16	0	28	\$3,600.00	\$0.00	\$0.00	\$320.00	\$0.00	\$3,920.00
1.2b	Change Order Reviews (Assume 3)	0	2	4	8	0	16	\$2,380.00	\$0.00	\$0.00	\$10.00	\$0.00	\$2,390.00
1.3a	Respond to RFIs (Assume up to 5)	0	3	10	5	0	18	\$2,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,510.00
1.3b	Submittal Reviews (approx 50)	0	20	28	34	0	82	\$11,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,200.00
1.4	Final Punchlist	0	8	8	4	0	20	\$2,560.00	\$36.00	\$0.00	\$0.00	\$0.00	\$2,596.00
1.5	Review As-Built Plans	0	4	8	12	0	24	\$3,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,480.00
	<b>Total Task 1.0 Construction Administration</b>	0	121	230	271	0	622	\$81,780.00	\$1,612.00	\$0.00	\$332.00	\$0.00	\$83,724.00
<b>Task 2.0</b>	<b>Resident Engineering Services</b>												
2.0	Resident Engineer (assume 202 working days at \$34/day)	0	0	0	0	2,016	2,016	\$171,360.00	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00
	<b>Total Task 2.0 Resident Engineering</b>	0	0	0	0	2,016	2,016	\$171,360.00	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00

### TOTALS FOR ALL TASKS

TOTAL LABOR	2,638	\$ 255,080.00	\$ 2,067.00	\$ 330.00	\$ 2,397.00
TOTAL EXPENSES					\$ 2,397.00

TOTAL ESTIMATED LABOR COST \$ 255,080.00  
DIRECT EXPENSES (see note below) \$ 2,397.00  
ALLOWANCE FOR MATERIALS TESTING SERVICES \$ 7,000.00  
TOTAL ESTIMATED COST FOR CONSTRUCTION PHASE RESIDENT ENGINEERING SERVICES \$ 264,477.00

Note: Direct expenses include mileage, mailings, copies, and testing

CA Services \$ 92,737.00  
RE Services \$ 171,750.00