



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
Robert Rooney, Interim Town Administrator
James Errickson, Deputy Town Administrator - Operations
Jeremy Marsette, Director, Natick Public Works
William McDowell, Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: February 26, 2021

SUBJECT: CONTRACT AWARD
Engineering Services for the Complete Streets Prioritization Plan Update

Informal, non-written pricing by DPW reveals that Toole Design Group, LLC is the ideally competitive firm to perform engineering services for the complete streets prioritization plan update in the Town of Natick.

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.

Toole Design Group, LLC is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Select Board award Toole Design Group, LLC, a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, at the hourly rates for a sum not to exceed \$35,400.00 for such services, plus expenses as outlined therein.

The funding to cover this comes from the following sources:

2020 Natick Fall Special Town Meeting – Article 14, Table A, Motion A, Item 5
Complete Streets Priority Plan Update – Tax Levy Borrowing - \$35,500.00

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

This Contract is made this tenth day of March, 2021, 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 Select Board (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Toole Design Group, LLC, Two Oliver Street, Suite 305, Boston, MA 02109 (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 complete streets prioritization plan update in the Town of Natick, Massachusetts, as set forth in Attachment A1.

2. Standard of Care

The Contractor shall exercise the degree of skill, care and diligence ordinarily performed by qualified professionals performing the same type of services at the same time under similar conditions and with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

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

4. Order of Priority of Contract Documents

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

Contract, the Town shall pay the amounts, on a percent complete, lump sum basis, plus direct expenses as set forth in Attachment A1; provided, however, that the fee for such services shall not exceed thirty-five thousand four hundred dollars and zero cents (\$35,400.00). This fee is based on Contractor's anticipated scope of work outlined in Attachment A1, which represents Contractor's best judgment at the time of contract execution as to the efforts required to achieve the stated objectives. However, unforeseen conditions, which become evident during the course of the project may alter or increase the scope of work required. Contractor will notify the Town in writing of any conditions requiring an increase in scope and budget for approval prior to Contractor proceeding.

This Contract is a fixed rate/fixed price contract, subject to the above; and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. However, the Town shall compensate the Contractor for those direct expenses originally contemplated and accounted for in the execution of the professional services associated with this contract. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense, if it will subsequently seek payment of said expense from the Town.

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

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

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

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies 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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

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

8. Insurance

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

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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 or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

9. Indemnification

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 to the extent caused by breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful misconduct 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 misconduct or negligent acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit and pursuant to the indemnity obligations herein.

10. No Personal Liability

Neither party, 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 either party 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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 Controlled and/or Mood Altering Substances Prohibited

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

16. No Smoking

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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 or such longer period agreed to by both Parties, 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'

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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.

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: James Errickson
Deputy Town Administrator - Operations
Natick Town Hall
13 East Central Street
Natick, MA 01760

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

If to the Contractor: President
Toole Design Group, LLC
Two Oliver Street
Suite 305
Boston, MA 02109.

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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.
- 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

Conflict of Interest Law 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 Contract, 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. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

- 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.

22. Limitation of Damages

Neither the Town nor the Contractor shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

The Town of Natick, Massachusetts

Toole Design Group, LLC

by: the Natick Select Board

by:

Jonathan H. Freedman, Chairman

Signature

Karen Adelman-Foster, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Susan G. Salamoff

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 Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

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
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

ATTACHMENT A -1.

The Contractor (Toole Design Group, LLC) shall furnish engineering services to the Town of Natick, Massachusetts as follows:

SCOPE OF SERVICES

Task 1: Complete Streets Prioritization Plan Update

The objective of the Complete Streets Funding Program is to encourage municipalities to adopt a strategic and comprehensive approach to Complete Streets. A Complete Streets Prioritization Plan is a targeted investment strategy to improve safety, mobility or accessibility. It identifies the streets, infrastructure, cost estimate and timeline for the municipality's desired Complete Street improvements and should align with local master plans and roadway maintenance schedules.

Task 1A: Research and Investigation

Compile and review recently completed studies provided by the Town, and available MassGIS, which may include:

- Town of Natick Complete Streets Prioritization Plan
- Capital Investment Plans
- Network gap analysis
- Municipal pavement rehabilitation schedule
- Information and plans regarding ADA ramps and accessibility planning documents
- Future proposed development (both public and private)
- Basic community demographics (age, income, vehicle ownership)
- Roadway characteristics (functional classification, jurisdiction, volume, traffic speeds)
- Traffic safety data including high pedestrian and bicycle crash locations
- Active transportation demand
- Seasonal transportation volume and pattern data, as available
- Additional data sources as appropriate

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

Task 1B: Field Work/Existing Conditions Development

- Coordinate, prepare for, and attend a field visit with the Town staff at project locations.
- Perform field work at up to twenty (20) locations under the jurisdiction of the Town (intersections, corridors, etc.)
- Identify and record existing issues at each location and provide recommendations.

Task 1C: Potential Improvement Projects

- Review the previously identified Complete Street Prioritization Plan projects and the projects that were completed. Reprioritize the remaining existing previously identified projects and identify new potential projects to improve safety, accessibility and usability for all roadway users. Projects may range from short-term and low-cost enhancements to long-term and high-cost enhancements. Reprioritization and the creation of potential new projects will continue to be ranked based on safety, mobility, accessibility, and system continuity criteria, like how the initial Complete Street Prioritization Plan was completed.
- Establish existing conditions baseline that may affect the feasibility of each project. Factors that may determine feasibility may include seeking available traffic count data in the area, measuring roadway widths, evaluating right-of-way, assessing potential drainage issues, etc.
- For each project, Toole Design will prepare updated concept sketches illustrating curb layout, pavement markings, limit of work, and identification of major modifications to existing infrastructure (signal equipment, drainage, or utilities) for the initially remaining proposed projects and the newly proposed potential projects included within the updated Complete Street Prioritization Plan.

Corridors may show a representative cross section and/or representative plan view to illustrate proposed pavement markings, signs, curb modifications and landscaping.

- Provide planning level, preliminary cost estimates and approximate construction timelines for each potential project.

Task 1D: Complete Streets Prioritization Plan

- Toole Design will evaluate the potential projects based on the initially developed design evaluation criteria factors to prioritize the potential projects; safety, mobility, accessibility, and system continuity.
- Update the Prioritization Plan table, consistent with Massachusetts Department of

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

Transportation (MassDOT) Complete Streets requirements, to submit to MassDOT.

Deliverables

Task 1: Updated Complete Streets Prioritization Plan

1. Project Location Map showing Complete Streets priority locations.
2. Up to eight design plans for new locations and provide updated designs for up to five (5) previously identified locations.
3. Updated Complete Streets Prioritization Plan using MassDOT's template.

Task 2: Meetings and Follow-On

Meetings with Town staff, conference calls, and coordination are essential to the success of this project. Attendance at up to five (5) meetings (assumed virtual) is included within this contract, depending on the duration of the meetings and the billing rates of the attending staff. Meetings anticipated may include:

- One (1) virtual Town staff meeting to kick-off the project, review scopes, timelines, extend of public process and determine evaluation criteria
- One (1) virtual public meeting to introduce the prioritization plan project and the anticipated timeline of the project to the public for initial feedback.
- One (1) virtual public meeting as the process nears completion to inform the public of the process and resulting project plans.
- Two (2) virtual progress meetings with the Natick Transportation Advisory Committee.

Services for meetings include coordination, preparation, travel, attendance, supporting graphics (when required), and documentation in the form of meeting notes (when required).

Work Not Included in the Scope of Services

1. Traffic data collection.
2. Preparation of base plans, field survey, or detailed engineering plans for construction.

Assumptions

1. Town will provide current completed studies, reports, and plans; appropriate Town GIS layers or other base mapping; high resolution Orthophoto data (if available).

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS PRIORITIZATION PLAN UPDATE

2. All associated expenses will be paid by the Client, as incurred.
3. All work will be performed in conformance with local and MassDOT standards, as applicable.
4. Toole Design will complete one round of revisions to the prioritization plan conceptual sketches based on Town staff meeting input regarding draft concept plans.
5. Any revisions or additional services or time requested by the Client or other approving authorities after commencement of the roadway safety and traffic calming study will be considered Additional Services. The Consultant shall be promptly notified, in writing, of any requested revisions or additional services. Such changes to the original Scope of Services, mutually agreed upon between the Consultant and the Client, will be incorporated as written amendments to this Contract.

Compensation - Tasks associated with this scope of services will be billed on a percent complete, lump sum basis with expenses being billed as incurred. The cost for these services is summarized below:

Task #1: Complete Streets Prioritization Plan	\$28,400
(Task 1 is based upon the following:	
Task #1A: Research and Investigation	\$5,700
Task #1 B: Field Work/Existing Conditions Development	\$4,600
Task #1 C: Potential Improvement Projects	\$12,600
Task #1 D: Complete Streets Prioritization Plan	\$5,500)
Task #2: Meetings/Follow-On	\$6,000
Expenses (as incurred)	\$1,000
<hr/>	
Total	\$35,400

All invoices shall be paid in full, by the Client, prior to the release of the final deliverable.