



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Marianne Iarossi, Special Projects Planner

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 27, 2021

SUBJECT: CONTRACT AWARD
Charles River Environmental Engineering Services (Phase II)

Informal, non-written pricing by Natick Community & Economic Development reveals that Weston & Sampson Engineers, Inc. is the ideally competitive firm to perform environmental engineering services during the Charles River Flood Modeling project for Phase II.

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. Weston & Sampson Engineers, Inc. is an environmental engineering firm that falls within the exemption.

Weston & Sampson Engineers, Inc. is a responsible and responsive firm and has offered what Natick Community & Economic Development considers to be a reasonable sum for the purposes. It also completed services for Phase I of the project.

We respectfully request that Natick Select Board award Weston & Sampson Engineers, Inc., 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 \$ 233,085.00 for such services, plus expenses as outlined therein.

The funding to cover this comes from the following sources:
\$233,085.00 (Grant from Commonwealth of Massachusetts)

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This Contract is made this sixth day of October, 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 Weston & Sampson Engineers, Inc., 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 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 (Phase II), are hereby terminated and shall be of no force and effect.

1. **Scope**

In consideration of the obligations herein contained, The Contractor shall perform the work included in the scope of work in Attachment A1, which is incorporated herein by reference. Any material change to the scope of work, including acceptance of the additional cost for the work, shall be agreed upon by both parties in writing before the work is performed.

The Contractor provides this proposal based on Prevailing wage requirements, if applicable, and all work performed during normal work week (7:00 A.M. to 3:30 P.M. local time), unless otherwise stated in the proposal.

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:

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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, on a time and materials basis, and direct expenses as set forth in Attachment A1, provided that the sum shall not exceed \$233,085.00. 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,

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employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

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

8. Insurance

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

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

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- 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 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:

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- (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

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

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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 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

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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 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

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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.

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
Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

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

If to the Contractor: President
Weston & Sampson Engineers, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

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,

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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.
- 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

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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. 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

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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.
- 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.

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The Town of Natick, Massachusetts

Weston & Sampson Engineers, Inc.

by: the Natick Select Board

by:

Karen Adelman-Foster, Chair

Signature

Richard P. Jennett, Vice Chair

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Paul Joseph

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.

Michelle Laramee
Comptroller, Town of Natick

Dated: _____

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

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

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ATTACHMENT A -1.

The Contractor shall furnish services to the Town of Natick, Massachusetts as provided on the next page. The implementation plan will include design for up to four site-specific flood mitigation projects within the Charles River Watershed that are prioritized by the project team with public input, as well as policy tools and resources to support each municipality in achieving non-site-specific strategies that the model demonstrates to be effective, such as reducing impervious surface cover and increasing green infrastructure. The policy guideline will mainstream climate adaptation through local processes and actions.

Scope of Work

Task 1. Expand and Run H/H Model

With funding from a FY21 MVP Action Grant, fifteen communities in the Charles River Climate Compact were able to develop the Charles River Flood Model (CRFM), a watershed flood model, using the software PCSWMM. This model has provided valuable information to participating communities and to the group collectively to inform regional planning efforts.

Sub-task 1.1 Incorporate Additional Communities

The success of Phase I of the project has inspired additional communities to become involved. In Task 1, additional communities' data will be uploaded into the model to increase the accuracy of flood forecasts in those communities. This will include Waltham, Bellingham, Dover, and Holliston. Drainage pipes above 18 inches in diameter will be incorporated into the model. In the case of Cambridge, additional data on river flows will be provided to inform their existing and comprehensive model. This project will not duplicate the City of Cambridge's extensive efforts.

Sub-task 1.2 Increase Model Detail

Due to the time constraints of the MVP Action Grant program the Phase I model development only allowed for modeling of the larger stormwater pipes (greater than 18 inches diameter) across the watershed. This task will allow for incorporation of additional, neighborhood level, stormwater pipes (12 inches diameter and greater, as needed) into the model to improve the accuracy across the watershed.

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Sub-task 1.3 Run H/H Model

The project team will conduct additional model runs based on Phase I input and modeling results. This will include the addition of shorter-duration high intensity storms. Flooding from shorter-duration high intensity storms is often due to constraints of the stormwater inlet structures network and therefore this will be done after the completion of Sub-task 1.2 and would not have been as informative if conducted during Phase I of the project. Longer duration storms (e.g. 48-hour storms) and extended rainy periods /back-to-back storms will also be modeled in this Phase. These two types of storms were reported as being of particular concern to CRCC communities (Figure 1). Finally, once concept designs are developed, Weston & Sampson will model the flood mitigation impacts of that design at the sub-basin scale. This will be done after sub-task 2.3 is complete. The results of the Phase II model runs will be added to the online interactive map display of Phase I results.

Task 2. Project Prioritization and Design

In Phase I of the project, site specific flood mitigation projects were identified and modeled. These results are extremely important to understand the potential flood reduction benefits of implementing various projects. However, additional criteria need to be considered to prioritize projects for implementation.

Sub-task 2.1 Develop Project Prioritization Matrix

The project team will prioritize projects shown to have flood reduction benefits based on social and economic factors using a prioritization matrix. The matrix will be developed by Charles River Watershed Association with significant input from participating communities and input from watershed residents. The team will also review existing project prioritization matrices, including examples from MVP funded projects, some in Charles River communities. In addition to flood reduction benefits, prioritization criteria may include flood reduction in EJ neighborhoods, landowner support, community support, recreation opportunities, habitat connectivity, cost effectiveness, co-benefits such as water quality improvements, urban heat island reduction, and other factors.

Sub-task 2.2 Prioritize Projects

Charles River Watershed Association (CRWA), with input from CRCC communities, will run the candidate projects identified through the matrix. Results will be presented at a project meeting.

Sub-task 2.3 Concept Design

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The project team will select up to four projects to advance concept designs from between 10% and possibly up to 25% design. These will be projects shown to have valuable flood reduction benefits, community benefits and a high probability of successful near-term implementation. Projects will be advanced up to 25% design in preparation for implementation. Designs will be done by Weston & Sampson with input from the municipality and the public (see Task 4).

Task 3. Develop Implementation Plan

The project team will develop the Charles River Watershed Climate Adaptation Implementation Plan, a comprehensive, actionable plan to reduce the impacts of precipitation-based flooding. The Implementation Plan will be based on the results of the watershed model and focused on relatively near-term (0-5 years) actions CRCC communities can take to increase resilience across the watershed. While the CRFM can serve the critical function of identifying which strategies are effective, it will be up to the stakeholders to make on the ground changes. The Plan will provide a detailed pathway to guide implementation of effective flood mitigation strategies. The Implementation Plan will detail recommendations for implementing both site specific and non-site-specific strategies, as well as policy changes across the watershed. Due to the spectrum of communities participating in the project, implementation efforts will not be a one-size-fits-all approach. Communities will need to determine what works best for implementing flood mitigation within their borders, for example, green infrastructure storage opportunities may look much different in communities like Medway and Millis compared to Newton and Watertown. The Implementation Plan will provide guidance for the communities involved in this project to work toward collectively advancing effective flood mitigation efforts that can be tailored to individual community characteristics. Task 3 can be started early in the project but will be completed after Tasks 1 and 2 are complete. The Implementation Plan will have three primary components described in the three sub-tasks below.

Sub-task 3.1 Priority Project Action Plan

The Priority Project Action Plan will document the results of Task 2. This section will also include a description of the methodology used to prioritize projects. The Priority Project Action Plan will provide a comprehensive list of flood mitigation strategies that can be implemented over time as funds become available or sites undergo re-development. It will include recommendations for next steps, including identification of possible barriers. The Priority Project Action Plan will also include an easy-to-read summary table of each individual project's strengths and weaknesses designed for a public audience.

Sub-task 3.2 Nature-based Solution Strategy Recommendations

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In Phase I, the project team assessed multiple nature-based solution “strategies” that are not site specific (e.g. overall reduction of directly connected impervious area) but can be implemented across the watershed in multiple locations, and where the cumulative impact of these projects have a measurable impact overall. Based on modeling conducted in Phase I and Task 1, the Implementation Plan will detail recommendations for strategies that are most effective, documenting the relative impacts of each.

Sub-task 3.3 Nature-based Solutions Strategy Toolkit

The final section of the Implementation Plan will include tools available to participating communities to help them implement the Plan’s recommended strategies. This will help facilitate consistent practices across the watershed. In Phase I, it was established that communities are currently using very different design storm metrics for development/redevelopment, ranging from 10-/25-year storms to the 100-year storms. Participating communities will participate in the development of climate smart bylaws, regulations, as well as planning and design guidance by providing examples from their communities and providing input and feedback. The team will also utilize MVP program materials, namely the nature-based solutions toolkit, and other available resources.

Task 4. Public Engagement and Outreach

The engagement and response from the public in Phase I of this project was truly phenomenal, especially considering it was done entirely during the pandemic, i.e. virtually. Through the use of virtual webinars and meetings, online surveys, and social media posts the project team was able to engage well over 100 people from communities across the watershed and beyond. CRWA and Communities Responding to Extreme Weather (CREW) - a non-profit specializing in educating, supporting, and organizing volunteers to build local and regional resilience to climate change - will build on this work by continuing to engage these residents, and also expand reach to new audiences. Public engagement will occur throughout the project and is not dependent on completion of any previous task. Public engagement will have two primary purposes in this project phase: 1. Raise awareness about the CRFM as an effective planning tool, and 2. Gather input to inform the Implementation Plan. The primary target of public outreach will be watershed residents, with a focus on two subgroups: Environmental Justice Communities and residents in the communities where Priority Projects will be advanced to conceptual design.

Sub-task 4.1 Engage EJ Communities

Under this sub-task, Environmental Justice communities in the watershed will be targeted for outreach and engagement. CREW will lead this engagement. It is anticipated that in Phase II this outreach will shift from virtual events to less formal, in person engagement opportunities such as

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tabling at local libraries, or other community hubs, utilizing multilingual printed material. In person or virtual meetings will also be conducted with other groups that work with or represent Environmental Justice and Climate Vulnerable communities.

Sub-task 4.2 Promote Awareness of Modeling Results

At the culmination of Phase I (June 2021), a communications kit will be prepared for each community to present information about the project, the CRFM, and the results to their residents. Participating communities will use this communications kit to conduct at least one presentation or tabling event within their community. Community representatives will share this information with the library systems in their communities, based on recommendations from multiple residents that participated in Phase I discussions. Information will also be circulated via newsletters, social media, and multiple virtual events.

Sub-task 4.3 Engage Communities in Site Specific Designs

Once Task 2.2 is complete, CREW and CRWA will work with contacts in communities where priority project sites are identified. A virtual event will be held for residents of these communities to present the projects. Using breakout rooms, the team will solicit input that will be incorporated into the concept design. Input will also be obtained through a follow up survey. This survey will also include additional, general questions to gather input on the additional elements of the Implementation Plan. The same questions included in the survey described in Task 4.4.

Sub-task 4.4 Engage Watershed Residents in Implementation Plan

Watershed residents will be engaged in the development of the Implementation Plan through a virtual meeting and an online survey. As described in Task 4.1, residents of Environmental Justice neighborhoods will be engaged through additional venues within those communities. The Implementation Plan will include recommendations that when implemented at the local level will include additional public engagement processes, however, it is critical to gain public support for these recommendations at this stage in the process as lack of public support can be a barrier to implementation at the local level.

Sub-task 4.5 Knowledge Transfer

CRWA and a representative from the Town of Natick, and other communities as available, will present the process and results of this project to other watershed associations and to additional municipal representatives. The Charles River Climate Compact has benefited from the experiences of other regional climate collaboratives, including some right here in Massachusetts, and hopes to support additional partnerships working at the regional scale. There is a working-group of

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environmental advocacy organizations and government representatives working to promote this model across the state, and this knowledge transfer will be done in coordination with that group.

Task 5. Project Management

CRWA and Weston & Sampson will support the Town of Natick in project management. The team will complete required reporting, including monthly and final reports. Deliverables will be provided in draft and final formats to allow for input from MVP program staff. Due to the aggressive pace of the project, a small subset of the project team will meet weekly to track progress and the full project team will meet at least every other month.

Budget

The budget primarily consists of staff time for CRWA, CREW, and Weston & Sampson. Direct expenses include travel for outreach, translation, printing, and meeting refreshments, in the event it is appropriate to host in person meetings with refreshments. There are also funds for graphic design and layout assistance for project materials, including the Implementation Plan.

The total project budget is **\$233,085**, which is the total MVP grant amount for FY22, and will follow the MVP Grant Application Attachment B budget for the cost breakdown by Task and subtask.

Timeline

Work will begin October 2021 and all tasks will be completed by June 30, 2022.

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	September	October	November	December	January	February	March	April	May	June
Task 1: Expand and Run H/H Model										
Sub-task 1.1 Incorporate Additional Communities	X									
Sub-task 1.2 Increase Model Detail										
Sub-task 1.3 Run H/H Model					X					
Task 2: Project Prioritization and Design										
Sub-task 2.1 Develop Project Prioritization Matrix			X							
Sub-task 2.2 Prioritize Projects										
Sub-task 2.3 Concept Design										
Sub-task 2.3 Permitting Strategy										
Task 3: Develop Implementation Plan										
Sub-task 3.1 Priority Project Action Plan										
Sub-task 3.2 Nature-based Solution Strategy Recommendations							X			
Sub-task 3.3 Nature-based Solutions Strategy Toolkit									X	
Task 4: Public Engagement and Outreach										
Sub-task 4.1 Engage EJ Communities										
Sub-task 4.2 Promote Awareness of Modeling Results										
Sub-task 4.3 Engage Communities in Site Specific Designs										
Sub-task 4.4 Engage Watershed Residents in Implementation Plan										
Sub-task 4.5 Knowledge Transfer										
Task 5: Project Management										
Sub-task 5.1 Monthly progress reports FY22										
Sub-task 5.2 Project Case Study										
X = Project Meeting										

The maximum amount to be paid hereunder is: \$ 233,085.00.