



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator – Operations
Amanda Loomis, Director, Natick Community and Economic Development
Claire Rundelli, Conservation Agent and Land Use Planner

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: September 7, 2022

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

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 III.

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 Phases I and II 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, for a sum not to exceed \$166,770 for FY '23 and \$333,070 overall. for such services, plus expenses as outlined therein.

The funding to cover this comes from the following sources:
\$333,070.00 (over two (2) years) (MVP Grant from Commonwealth of Massachusetts).

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

This Contract is made this twenty-first day of September, 2022, 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 III), 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:

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

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 \$166,770.00 for FY '23, and provided that the sum shall not exceed \$333,070.00 overall.

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, except as provided herein, 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

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

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

- 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
- 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

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 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

17. Criminal Background Screening

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

18. Delays/*Force Majeure*

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.

- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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 & Lehan, 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

- 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. 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

- 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.
- 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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Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

The Town of Natick, Massachusetts

Weston & Sampson Engineers, Inc.

by: the Natick Select Board

by:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

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 L. Laramée
Comptroller, Town of Natick

Dated: _____

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

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

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 ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

ATTACHMENT A -1.

The Contractor shall furnish services to the Town of Natick, Massachusetts, as provided in the Scope of Work described below. Work will follow the scope of work in the Municipal Vulnerability Preparedness (MVP) Action Grant referenced in the header and all deliverables will match the grant application. Work will be conducted by Weston & Sampson with support from Charles River Watershed Association (CRWA) and their consultant Communities Responding to Extreme Weather (CREW).

Scope of Work
Fiscal Year 2023

Task 1. Project Management

As in previous funding rounds, CRWA and Weston & Sampson will support the Town of Natick in project management. The three entities will partner to complete all 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 regularly to track progress and the full project team will meet approximately every other month.

Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant

The team will hold a kickoff meeting with EEA staff.

Deliverables: Meeting notes, sign-in sheet

Sub-task 1.2 Monthly progress reports FY23 (template provided)

The team will provide monthly project updates.

Deliverables: Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator

Task 2. Public Involvement and Community Engagement in FY23

Building off the success of work to date, CREW and CRWA will continue to partner to lead community engagement with the active participation of all partner communities. Activities will raise awareness about flooding in the watershed, the ongoing regional scale planning efforts, and provide information on how residents can be prepared for flooding in their home or neighborhood. Community engagement during the project will also involve significant efforts to engage community input in all ongoing planning efforts as projects and practices advance toward implementation.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

Sub-task 2.1. Raise Awareness with Watershed Residents

The team will build upon the previous success of outreach efforts, with a focus on enhancing in person outreach activities. Due to the pandemic, much of the outreach for this initiative has occurred online and although the response has been very positive, in person events present opportunities to engage new audiences. The handful of in person events conducted across the watershed in Spring 2022, provided direct interactions with residents, including opportunities for one-on-one conversations not readily available in online forums.

The team will increase in person outreach around the project and continue online/digital outreach to continue engaging the hundreds of people who have been engaged online to date. The team will hold two widely publicized virtual events which will be recorded. Live translation will be offered at the Zoom events. The team will produce updated informational materials in multiple languages for distribution at local libraries and other gathering places in participating communities, with a focus on sharing information in Environmental Justice neighborhoods.

The project website will continue to be maintained and updated as a resource for information about the project, and for collecting feedback and input from the community. Social media and newsletters will also continue to be used as a way to continue engagement with residents who engaged virtually during the pandemic. Finally, CREW will attend six in person events to engage directly with residents. In-person events will have materials to share in various languages and a live interpreter based on community need.

Deliverables: Two (2) virtual events/webinars with live translation, multilingual informational materials, project website, attendance at six (6) in person events (in coordination with sub-tasks below), outreach summary.

Sub-task 2.2 Engage Residents in Planning Efforts

Using a hybrid of online and in person outreach techniques, the engagement team will target residents in communities with priority projects identified in task 3 to get input on proposed concept designs, and to identify local champions to support these efforts in advancing toward implementation. The team will use Zoom, social media, online/web survey platforms, and other tools to solicit input online. As feedback is required at multiple points in the proposed scope, some of which may be specific to a certain community, the team will create a single platform that will provide a one stop shop for collecting feedback at each step of the process.

The team will also attend up to five in person events in communities with priority projects or impact areas. In person activities will include a poster display about the priority project with opportunities for residents to provide comments using phones or tablets. CREW's outreach team can input feedback for individuals not able to or interested in doing an online survey. Additionally, we will provide a simple board for residents to write down ideas and comments for the planning efforts during the in-person events.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

Deliverables: Attendance at up to three (3) in person events in communities with priority projects, single consolidated easy to use platform for collecting feedback on priority project and impact area concept designs, flyers/posters with QR code linking to feedback site, outreach summary

Sub-task 2.3 Engage EJ and Climate Vulnerable Residents

CREW will hold or attend four (4) in person outreach events in participating communities with Environmental Justice (EJ) populations. These events will provide information about climate risks and gather input and feedback about efforts in reducing climate change impacts. Promotional materials will be shared in the top 3 languages spoken in the watershed and a live interpreter will be present based on community need.

CREW will provide information about personal flood preparedness in concert with information about this regional flood planning effort, including providing support for residents to develop their own emergency preparedness kits.

Residents of EJ neighborhoods and/or under resourced individuals will also be engaged through Task 4.

CRWA will expand its existing partnerships with X-Cel Conservation Corps (XCC) to include collaborating on the regional culvert assessment. XCC successfully trains young adults, particularly those facing barriers to employment, for careers in the water sector. As described below, the summertime is the ideal time to pursue this work based on both environmental conditions and XCC's schedule, therefore this work is proposed to extend across two fiscal years.

Deliverables: Attendance at four (4) in person events in EJ communities, multi-lingual materials, outreach summary

Sub-task 2.4 Knowledge Transfer

The Charles River Climate Compact's work to develop the CRFM can and is serving as a model for other communities and regional partnerships. While our team was not the first to develop a regional flood model, the CRCC has developed a process that successfully:

- Engages multiples communities in a collaborative process of building and utilizing a regional model to inform both regional and local planning decisions
- Incorporates community input at critical decision points
- Balances technical detail with the need to run a large-scale model quickly and efficiently to provide decision makers with accurate but timely information (i.e. the model does not take many days or tens of thousands of dollars to perform a single run)
- Integrates municipal scale models as appropriate
- Is also utilized in municipal scale planning projects
- Efficiently utilizes limited financial resources through the development of a regional model instead of over thirty (30) municipal scale models on multiple platforms and assessing divergent scenarios

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

- Is designed to be consistent with adjacent flood models, namely models created by Boston and Cambridge, in terms of specific storms modeled, so that the data is complementary

Other regional partnerships are working to develop similar partnerships to replicate this process. Members of the team will present at a regional or national conference and at least one practitioner meeting to share the process and lessons learned.

Deliverables: Two (2) presentations on the CRCC's process to develop the CRFM

Task 3. Planning and Modeling

The CRFM is an extremely valuable planning tool, output from past and current phases of this work have provided valuable information to participating communities on actions that can be taken to mitigate the impacts of future flooding and protect vulnerable watershed residents. CRCC will continue to use this tool to identify and advance flood mitigation projects and activities at varying scales.

Sub-task 3.1 Priority site planning and design

The CRCC has identified over fifty (50) site specific project ideas for flood storage and reduction across the upper and middle watershed. Projects range from sites identified for conservation or storage to de-paving projects to culvert replacements. A small number of projects are being advanced to concept level designs with input from local residents and community groups as part of an FY22 MVP Action Grant. However, dozens of other site opportunities already identified remain in the watershed. The project team will review and update the list of potential projects, augmenting the list with new projects and updated information on existing projects. Using the project prioritization matrix developed by the team with input from the public in March 2022, project scores will be updated to identify up to three (3) additional projects to advance to concept design. The updated rainfall projections from the RMA Tool will be used in the model to identify impactful projects and to assess the impacts of the designs. Public input will be sought and considered in the development of concept designs.

Deliverables: CRFM updates, updated and/or additional rainfall scenarios from the RMA Tool, concept designs for up to three (3) sites, public input sessions and online feedback opportunities, flood reduction projections

Sub-task 3.2 Priority impact area identification and selection

Priority site opportunities identified to date have been sourced from participating municipalities, CRWA, and the public. As proposed in sub-task 3.1, additional site/project ideas will be sourced in a similar way.

These sites or projects primarily represent opportunities that have been identified through other initiatives, such as open space plans, municipal planning efforts, citizen group planning efforts, environmental restoration efforts, etc. While these sites do have the potential to reduce flooding impacts, the projects were not necessarily all originally identified as flood reduction projects. This

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

has created a slight mismatch between areas where projected near-term flooding may be particularly disruptive and where flood mitigation opportunities have been identified.

Furthermore, flooding that occurs along a municipal border or where flooding is caused by infrastructure in one community but impacts additional communities can be particularly challenging to address. As a regional project involving so many communities, this project provides a dedicated forum in which to address these challenging cross-municipal issues.

In sub-task 3.2 the project team will develop a methodology for identifying flooding issues affecting roadways, critical infrastructure, areas with repetitive losses, and EJ communities or densely populated areas, with a focus on areas that affect two or more communities or where the solution would involve multiple communities. Using this methodology, the team will identify particularly challenging impacted areas. These areas will then be prioritized using a modified version of the project prioritization methodology to identify two (2) priority impact areas. As described in sub-task 3.3, the team will work with partner communities and local residents to identify solutions for these flooding challenges

Deliverables: Methods for identifying and prioritizing flood impact areas, select two (2) impact areas

Sub-task 3.3 Priority impact area planning and design

This sub-task is dependent on the completion of sub-task 3.2. The project team, affected municipalities in particular, and local residents will identify and design solutions to the flooding issues prioritized in sub-task 3.2. Through this process it is anticipated that specific flood storage site opportunities will be identified which will be considered as potential flood reduction projects in sub-task 6.1. Concept level flood reduction plans for these impacted areas will provide considerably more detail than the watershed scale planning and modeling work, but slightly less detail than the site-specific designs. Concepts plans will be a useful model for all communities on the project team as they will demonstrate a variety of tools and approaches that can be used to reduce flood damage. As with all planning through this initiative, nature-based solutions will be incorporated into all concept plans. If the impacted areas involve road-crossings or culverts, either up- or downstream of the flooding, those sites will be prioritized for assessment in sub-task 4.2 or 8.2. The CRFM will be used to assess the impact of the solutions identified and proposed. Additional detail will be added to the CRFM in identified areas as needed.

Deliverables: Two (2) concept designs, flood reduction projections, public input sessions and online feedback opportunities

Task 4. Regional Culvert Assessment

Culverts necessarily exist in areas where natural streams interface with human infrastructure, such as roadways and buildings. As our climate changes, these represent areas of potential impact and destruction.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

In the approximately eighteen months the Charles River Climate Compact has been working together to address present day and future flooding, culverts have been a frequent topic of discussion, as both challenges and opportunities. Like much of our present-day infrastructure, culverts in place today were not designed and installed in a time when engineers were thinking about climate change. Additionally, many culverts in the Charles River watershed were designed without consideration of stream/river habitat impacts.

Culverts can cause flooding in high flows and also impede river flow and fish migration during times of drought. Anecdotal reports indicate that certain culverts in the watershed that had no or extremely low flow during the drought of 2016, disrupted fish migration patterns that have yet to be restored six (6) years later. Some culverts represent barriers during regular seasonal low-flow periods, even in non-drought years. As temperatures rise and summers become dryer, this will be an increasingly urgent environmental challenge as fish and other aquatic animals are trapped by poorly designed culverts, unable to swim up- or downstream to find shade or cooler habitats.

The team will utilize methodologies developed by North Atlantic Aquatic Connectivity Collaborative (NAACC) to conduct a regional culvert assessment to identify opportunities to improve ecological conditions and potentially reduce flooding (without causing unintended downstream impacts) at multiple culverts across the watershed. Data collected during the culvert assessment will be entered into the NAACC database to improve regional efforts to advance aquatic connectivity and be used to update the CRFM.

Sub-task 4.1 North Atlantic Aquatic Connectivity Collaborative (NAACC) Training

CRWA will facilitate a training session for municipal staff and volunteers, CRWA staff, Weston & Sampson staff, X-cel Conservation Corps (as coordination with their fall schedules allows), and other interested parties available to conduct culvert assessments in the watershed. The training will be conducted by North Atlantic Aquatic Connectivity Collaborative (NAACC) certified trainers. Town staff/volunteers will be provided this training opportunity at no cost. Those attending will commit to being trained in two modules:

- Aquatic Connectivity in tidal and non-tidal streams
- Risk of Failure (Culvert Condition/ Hydraulics / Geomorphology) (training conducted online)

The in-person training will take place on one day in October 2022. Individuals who attend the training will be partnered with CRWA and Weston & Sampson staff who are currently certified in NAACC protocols to provide shadowing opportunities in November 2022, early December 2022 and late February 2023 (weather permitting), and March 2023. The technical team will augment the NAACC data collection protocols with additional parameters needed to inform the hydrology information in the CRFM.

Deliverables: Training for at least eight (8) individuals, data collection protocols for CRFM updates

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

Sub-task 4.2 Conduct Culvert Assessment

A minimum of thirty (30) culverts will be assessed between November 2022 and March 2023. Culverts will be identified for assessment using previous model results, municipal input, and locations of priority sites and impact areas. Trained municipal staff and volunteers will also be able to conduct the assessments in their own communities, allowing them to target culverts that present local challenges but may not necessarily rank as priorities for assessment from a regional perspective.

This sub-task is dependent on the completion of sub-task 4.1. Field teams will conduct the two assessments listed under sub-task 4.1. Additional information for informing the hydrology of the CRFM will be incorporated into data collection protocols as needed and addressed in the training.

Deliverables: Assessment of thirty (30) culverts

Sub-task 4.3 Data entry

All data will be input into the NAACC database and relevant data will be incorporated into the CRFM. The NAACC database currently contains fewer than twenty (20) assessments conducted in the Charles River watershed, despite the many hundreds of culverts that are present. This represents a considerable geographic gap in this important regional database.

Deliverables: Data entered in NAACC database, data compiled and organized for CRFM update

Fiscal Year 24

Task 5. Project Management

CRWA and Weston & Sampson will support the Town of Natick in project management. The three (3) entities will partner to complete all 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 regularly to track progress and the full project team will meet approximately every other month.

Sub-task 5.1 Monthly progress reports FY24 (template provided)

The team will provide MVP staff with monthly project updates.

Deliverable: Monthly progress reports submitted by the 30th of each month of the grant period to the MVP Regional Coordinator

Sub-task 5.2 Project Case Study (template provided)

The project team will prepare a draft and final case study report.

Deliverable: Draft and Final Case Study Report, PowerPoint slide, project photos

Task 6. Public Involvement and Community Engagement in FY24

Continuing the project into FY24 will support the project objective: Meaningfully engage the

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

community in planning activities; incorporate public feedback in development of concepts designs and the updated Charles River Climate Adaptation Flood Mitigation Plan. It will provide time to build new connections and relationships with local community groups not engaged to date, especially groups who work with EJ communities and climate vulnerable residents.

Sub-task 6.1. Raise Awareness with Watershed Residents

Similar to the activities described in sub-task 2.1, the team will continue outreach using methods that have proven successful to date with a shift to more in person outreach. During the summer and fall of 2023, the team will be able to take advantage of seasonal events and festivals to engage new audiences. As our climate changes, hurricanes and nor'easters bringing large volumes of rain are becoming more frequent. The team will have the opportunity to engage residents on flood preparedness for extreme events such as these during late summer and into the fall when people are thinking about them.

CREW, with support from CRWA and municipal partners, will conduct eight (8) in person events. The team will hold two (2) virtual events and continue to use the project website (equipped with Google translate feature) as a resource for information. Additional interactive features will also be incorporated into the website to facilitate collection of feedback. Both in person and virtual meetings will be opportunities for residents to weigh in on the Charles River Climate Adaptation Flood Mitigation Plan. The team will issue a press alert about the Plan.

Deliverable: Two (2) project update webinars, eight (8) in person events (in coordination with the sub-tasks below), press alert, updated project website

Sub-task 6.2 Engage Residents in Planning Efforts

In the second year, the project engagement will focus on the updated Flood Mitigation Plan for all residents, and additional concept design development for relevant communities. The team will engage watershed residents via an online platform and in person events to get additional feedback on priority projects, flood reduction activities, implementation priorities, and flood reduction recommendations.

CREW, with support from CRWA and municipal partners, will conduct three in person and one online event to gather input on the Flood Mitigation Plan update. These meetings will be conducted in the summer and fall of 2023. Community meetings, in person or virtual, will also be conducted to gather feedback on the priority project concept designs being advanced in sub-task 7.1. Those sessions are listed as deliverables under that sub-task. The project team will continue to support resident or community groups working on advancing priority projects identified in sub-tasks 3.2 or 3.3, or previous project phases.

Deliverable: Three (3) in person and one (1) online event to gather input on the Flood Mitigation Plan update, easy to use platform for residents to provide online feedback, promotion of feedback opportunities via print and digital materials

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

Sub-task 6.3 Engage EJ and Climate Vulnerable Residents

CREW will hold or attend five (5) in person outreach events in participating communities with EJ populations. These events will be opportunities to raise awareness about the project and gather input for incorporation into the Flood Mitigation Plan update. Promotional materials will be shared in the top three (3) languages spoken in the watershed and a live interpreter will be present based on community need. As described under sub-task 2.1, CREW will also provide information about personal flood preparedness in concert with information about this regional flood planning effort. Finally, a social media video will be created in Spanish (or other non-English language as determined most impactful during the project period). Residents of EJ neighborhoods and/or under resourced individuals will also be engaged through Task 8. CRWA will expand its existing partnerships with X-Cel Conservation Corps to include participation in the regional culvert assessment. This project activity will be most successfully implemented during the summer of 2023, to align with XCC's cohort schedule and to conduct the assessments safely and effectively during low-flow periods.

Deliverable: Five (5) in person outreach events designed to engage EJ residents, multi-lingual materials including a video for social media created in Spanish, outreach summary

Task 7. Planning and Modeling

Sub-task 7.1 Priority site planning, design and implementation pathway

Project work to date has shown that there is no one silver bullet to address the expected flooding impacts of climate change across the Charles River watershed. Instead, it will take multiple projects and numerous actions, which will collectively result in reduced flood damage and protection of climate vulnerable residents. The CRCC will continue building a pipeline of projects with local community support that are ready for advancement and implementation as funding becomes available. Similar to sub-task 3.1, the existing flood mitigation project database will be reviewed, updated and augmented by the full project time. Projects identified in sub-task 3.3 will be added to the database and scored using the prioritization methodology. Up to four additional flood mitigation project sites will be taken to concept level design to continue the pipeline of flood mitigation projects. The model will be used to assess flood reduction benefits.

The project team will also support local communities and/or resident groups as needed to advance projects identified in this and previous project tasks.

Deliverable: Up to four (4) additional flood mitigation project site concept designs; flood reduction projections; public input sessions and online feedback opportunities; GIS Story Map summarizing all priority sites including summary of public input, design elements, local partners (as relevant), and next steps

Sub-task 7.2 Watershed scale planning and implementation

Using the results from all previous modeling work to date, along with input from participating municipalities and feedback from the public obtained in tasks 2, 3, and 6, the team will develop and assess multiple scenarios that provide a pathway to flood reduction. This will provide local leaders

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

with an understanding of the options available to them to reduce flooding and the relative impact of a variety of options. It will also help with long term planning as some actions may require many years before impacts are seen, such as regulations on new or redevelopment, while others may have immediate impacts such as culvert replacements and adding flood storage. Additionally, some actions may be necessary in the near term, such as those that can help address more frequent storms, such as the 2030 two (2)-year storm, while others can be implemented over the long term, such as actions designed to address the 2070 one hundred (100)-year storm event.

Deliverable: Additional CRFM model runs (including model and rainfall updates) at the watershed scale, recommended pathways /alternatives for achieving flood reduction

Sub-task 7.3 Charles River Climate Adaptation Flood Mitigation Plan Update

Results of the work described in this scope will be incorporated into an updated Charles River Climate Adaptation Flood Mitigation Plan. The extended timeline will allow for considerable input on the plan inline with MVP program priorities. The Flood Mitigation Plan is intended to be a living document which is reviewed and updated periodically, that provides a roadmap for how future flooding impacts can be mitigated by aggressive and coordinated regional action.

Deliverable: Charles River Climate Adaptation Flood Mitigation Plan draft and final versions

Task 8. Regional Culvert Assessment

The ideal time to conduct culvert assessments is during summertime low flows. The team will resume culvert assessments in July 2023.

Sub-task 8.1 North Atlantic Aquatic Connectivity Collaborative (NAACC) Training

An additional training session will be scheduled for new XCC members, and staff of the project team organizations and municipalities. The training will be held in July 2023, in an effort to maximize the participation of the XCC summertime cohort. Those attending will commit to being trained in two modules:

- Aquatic Connectivity in tidal and non-tidal streams
- Risk of Failure (Culvert Condition/ Hydraulics / Geomorphology) (training conducted online)

Deliverable: Summertime training for at least five (5) individuals

Sub-task 8.2 Conduct Culvert Assessment

An additional seventy-five (75) culverts will be assessed by trained individuals filling in a considerable gap in existing NAACC data.

Deliverable: Assessment of up to seventy-five (75) culverts

Sub-task 8.3 Data analysis and reporting

As described above, all information will be input into the NAACC database and relevant information will be incorporated into the CRFM. The results will be compiled to develop a list of priority culverts

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

to modify for improving climate resilience, both for flooding and ecological health.

Deliverable: Data entered in NAACC database and consolidated for incorporation into CRFM, list of priority culverts

Project 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 training at least eight (8) individuals in Year 1 (Fiscal Year 23) and at least five (5) individuals in Year 2 (Fiscal Year 24) as part of the North Atlantic Aquatic Connectivity Collaborative (NAACC) Training. The project budget for **FY23 is \$166,770** and the project budget for **FY24 is \$166,300**, which is the total MVP grant amount of **\$333,070**, and will follow the MVP Grant Application Attachment B budget cost breakdown by Task and subtask.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENVIRONMENTAL ENGINEERING
SERVICES DURING THE CHARLES RIVER MODELING PROJECT IN THE TOWN
OF NATICK, MASSACHUSETTS (Phase III)

Project Timeline

Work will begin September/October 2022 and all tasks will be completed by December 30, 2023 and will follow the grant timeline include below.

Task	2022			2023											
	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Task 1: Project Kick-off, Management, and Reporting															
Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant															
Sub-task 1.2 Monthly progress reports FY23 (template provided)															
Task 2: Public Involvement and Community Engagement in FY23															
Sub-task 2.1. Raise Awareness with Watershed Residents															
Sub-task 2.2 Engage Residents in Planning Efforts															
Sub-task 2.3 Engage EJ and Climate Vulnerable Residents															
Sub-task 2.4 Knowledge Transfer															
Task 3: Planning and Modeling															
Sub-task 3.1 Priority site planning and design		X						X							
Sub-task 3.2 Priority impact area identification and selection				X											
Sub-task 3.3 Priority impact area planning and design						X									
Task 4: Regional Culvert Assessment															
Sub-task 4.1 North Atlantic Aquatic Connectivity Collaborative (NAACC) Training															
Sub-task 4.2 Conduct Culvert Assessment															
Sub-task 4.3 Data entry															
Task 5: Project Management and Reporting															
Sub-task 5.1 Monthly progress reports FY24 (template provided)															
Sub-task 5.2 Project Case Study (template provided)															
Task 6: Public Involvement and Community Engagement in FY24															
Sub-task 6.1 Raise Awareness with Watershed Residents															
Sub-task 6.2 Engage Residents in Planning Efforts															
Sub-task 6.3 Engage EJ and Climate Vulnerable Residents															
Task 7: Planning and Modeling															
Sub-task 7.1 Priority site/impact area planning, design and implementation pathway												X			
Sub-task 7.2 Watershed scale planning and implementation														X	
Sub-task 7.3 Implementation Plan															
Task 8: Regional Culvert Assessment															
Sub-task 8.1 North Atlantic Aquatic Connectivity Collaborative (NAACC) Training															
Sub-task 8.2 Conduct Culvert Assessment															
Sub-task 8.3 Data analysis and reporting															

X denotes full project team meeting

The maximum amount to be paid hereunder is **\$166,770** for FY '23 and is **\$333,070** overall.