



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
John Marshall, Deputy Town Administrator - Operations
William Spratt, Interim Director, Natick Public Works
William McDowell, Town Engineer
John DiGiacomo, Deputy Town Engineer
Michelle Provencale-Jones, Data Analyst
Karis L. North, Office of the Town Counsel
Michelle Laramee, Comptroller

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: January 19, 2023

SUBJECT: CONTRACT AWARD
MS4 Permit Phase I Phosphorus Control Plan (Year 5)

Informal, non-written pricing by DPW reveals that Environmental Partners Group, LLC is the ideally competitive firm to perform professional engineering services for MS4 Permit Phase I Phosphorus Control Plan (Year 5). In fact, Environmental Partners Group, LLC, has performed all prior year/phase MS4 Support Services.

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.

Environmental Partners Group, LLC is a responsible and responsive firm and has offered what DPW considers to be reasonable pricing.

We respectfully request that Natick Select Board awards Environmental Partners Group, LLC, a contract, in the form of the attached, to perform the services outlined in Attachment A1 to the Contract, for the prices specified therein. The total price cap will be \$125,000.

The funding to cover this comes from the following sources:

Art 15 2022 FATM - \$125,000 Stormwater Master Plan.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF
PROFESSIONAL ENGINEERING SERVICES
FOR MS4 PERMIT PHASE I PHOSPHORUS CONTROL PLAN (YEAR 5)

This Contract is made this twenty-fifth day of January, 2023, 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 Environmental Partners Group, LLC, a corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter the “Contractor”).

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

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide professional engineering services for MS4 Permit Phase I Phosphorus Control Plan (Year 5), as enumerated in Attachment A1.

2. Standard of Care

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

3. Term

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

4. Order of Priority of Contract Documents

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

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

5. Payment

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In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in Attachment A1. Notwithstanding any other provision of this Contract, the fee for such services shall not exceed one hundred twenty-five thousand dollars and zero cents (\$125,000.00).

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. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense, if it will subsequently seek payment of said expense from the Town.

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

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

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

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

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

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

6. Warranty

DELETED/NOT APPLICABLE.

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7. Compliance with Laws

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

8. Insurance

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

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and 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.

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- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company or the Contractor will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
 - h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against claims, causes of action, suits, costs, damages, and

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liability which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful or negligent act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives, regarding the work to be performed by the Contractor under the Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town caused by the willful or negligent act or omission of the Contractor. In no event shall either party be liable or responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, incidental, punitive or consequential damages.

10. No Personal Liability

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

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

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

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insurance, life insurance, pension or deferred compensation.

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

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

16. No Smoking

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

17. Criminal Background Screening

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

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

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anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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

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

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and shall withhold such damages from sums due or sums which become due.

20. Notices

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

If to the Town: 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: Ryan J. Trahan, President
Environmental Partners Group, LLC
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

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- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the

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Massachusetts Conflict of Interest Law.

- k. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- o. This Contract may be amended only by written consent of the parties.
- p. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- q. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of this Contract.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid

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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

Environmental Partners Group, LLC

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

Richard Sidney

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: _____

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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.

Environmental Partners Group, LLC. (Environmental Partners or EP) shall provide the following scope of professional engineering services for MS4 Permit Phase I Phosphorus Control Plan (Year 5),

PROPOSED SCOPE OF SERVICES

Environmental Partners is proposing MS4 Support Services relating to the Year 5 Phosphorus Control Plan (PCP) requirements. The implementation of Phase I structural stormwater controls is not included in this scope and is required by the MS4 permit to begin in Year 6 (the first PCP milestone for Phosphorus removal is Year 8).

Within each task item outlined below, EP provided program assumptions and additional scope items that may be requested by the Town.

The Charles River Watershed approved nutrient total maximum daily loads (TMDLs) for total phosphorus, and communities within this watershed are obligated to address the phosphorus water quality issues through the development and implementation of a PCP. The Town of Natick is responsible for reducing their phosphorus load significantly by the end of the PCP program. The PCP reduction goal is ambitious and will require significant effort and funding to achieve. Environmental Partners assisted the Town of Natick with specific Year 4 PCP requirements, which included providing a review of available Town information, identifying the Town's PCP Area, drafting a hypothetical phosphorus removal strategy, and developing a list of potential sites for BMPs.

In MS4 permit Year 5, the Town must complete the following items:

- Quantify the phosphorus reductions achieved by existing structural stormwater BMPs,
- Describe Phase I planned nonstructural controls,
- Describe Phase I planned structural controls,
- Prepare an Operation and Maintenance (O&M) program for structural controls,
- Prepare a Phase I implementation schedule,
- Prepare an estimated cost for implementing Phase I of the PCP,
- Complete the written Phase I PCP, and
- Complete a full implementation of nonstructural controls for Year 6.

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Task 1: Quantify Phosphorus Reduction Provided by Existing Structural Controls

Appendix F of the MS4 Permit allows permittees to account for both existing and proposed structural controls when calculating phosphorus load reduction. To calculate the phosphorus removal credit earned from existing structural stormwater controls within the Charles River Watershed, all properly functioning structural BMPs (public and private, regardless of installation date) are eligible to contribute to the Town's phosphorus reduction goal, and Natick has some existing phosphorus-reducing structural BMPs that can be accounted for. Last year, Environmental Partners identified nine (9) municipal structural BMPs located within Natick's PCP Area, from existing GIS data, that may be eligible to receive phosphorus removal credit. We anticipate there are more BMPs within this area to add to the list for reduction credits.

Assumptions:

1. Town of Natick will develop a database with existing BMPs and the calculated nutrient removals from their intended design standards. If the Town no longer has the stormwater reports in their records, EP can provide a modified scope and budget for EP to back-calculate this information for each structural BMP.
2. The existing structural BMPs that we will claim for phosphorus removal are routinely maintained and functioning as designed.

Specifically, EP will perform the following tasks:

1. EP will review the database the Town develops and provide feedback.
2. EP will meet with the Town (one (1) virtual meeting) to discuss their findings and to incorporate the results into Task 2.

Task 2: Phosphorus Reduction Strategy

In Task 2, EP will develop a comprehensive plan for the construction of new structural BMPs throughout the town to achieve the required phosphorus load reduction to meet the Town's annual load goal of 538 kg/year.

Task 2a –Priority Ranking

Appendix F of the MS4 Permit requires the permittee to “develop a priority ranking of areas and infrastructure within the municipality for potential implementation of structural phosphorus controls.” EP will develop a priority ranking to classify potential sites into High, Medium, or Low categories. For purposes of this proposal, EP has limited the number of potential sites to 75. Consistent with the requirements of the Permit, EP will prepare an assessment of site suitability for proposed structural controls based on soil types, groundwater conditions, amount of impervious surface, proximity to aquifers and sanitary sewer infrastructure, and ownership.

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EP will coordinate with Town staff to gather design documentation for all planned public and private projects that will or have already received local approval that include new structural stormwater BMPs designed to remove phosphorus
Specifically, EP will perform the following tasks:

1. Identify up to seventy-five (75) locations for the installation of stormwater Best Management Practices that will be designed to remove phosphorus.
2. Perform a detailed desktop assessment of each of the 75 sites. This assessment will include an analysis of soil type, depth to groundwater (based on NRCS soil survey data), upstream watershed, impervious surface managed in each watershed, and ownership.
3. Based on the desktop assessment described above, develop a priority ranking of the sites identified.
4. Attend three (3) meetings with the Town (two (2) virtual, one (1) in-person)

Task 2b – Analyze Data to Approximate Phosphorus Removal

Once the priority ranking for implementation of structural BMPs has been completed, EP will perform calculations to estimate the phosphorus removal capability of the proposed BMPs. EP will update the Priority Ranking developed under Task 2a to include additional site suitability variables and proposed structural BMP types. EP will approximate the contributing pervious and impervious area, the depth of runoff to be treated based on the conceptualized BMP volume, and the potential phosphorus removal capability of each BMP type. EP will also create figures to show the location of proposed structural BMPs.

As conceptual planning progresses into the implementation phase and projects evolve, some BMPs may no longer be feasible.

Specifically, EP will perform the following tasks during Task 2b.

1. Calculate phosphorus loading for each BMP identified in Task 2a above.
2. Revise the priority of structural BMP's based on the phosphorus removal calculations.
3. Prepare a map depicting the location of proposed BMPs and their associated catchment areas.
4. Attend two (2) virtual meetings with the Town.

Task 3: Operation & Maintenance Plan

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Per the MS4 Permit, the permittee “shall establish an Operation and Maintenance (O&M) Program for all structural BMPs being claimed for phosphorus reduction credit.” This includes all existing and proposed BMPs associated with Tasks 1 and 2 above. The O&M program is required to include an inspection and maintenance schedule for each type of BMP according to BMP design, and the person, program, or department responsible for BMP maintenance. The O&M plan will only include O&M requirements by type of BMP and will not include a specific O&M Plan for every individual BMP described above.

For each type of structural BMP proposed as part of the PCP, EP will create a maintenance schedule and general maintenance guidelines as required by the MS4 Permit. This document will align with the Massachusetts Stormwater Handbook requirements.

Please note, per the MS4 Permit, permittees are required to certify the following statement in each Annual Report starting in Year 5:

“I certify under penalty of law that all source control and treatment Best Management Practices being claimed for phosphorus reduction credit have been inspected, maintained, and repaired in accordance with manufacturer or design specification. I certify that, to the best of my knowledge, all Best Management Practices being claimed for a phosphorus reduction credit are performing as originally designed.”

If the Town would like EP to assist in creating a certification program for BMP maintenance, this task could be provided under a separate scope and budget.

Specifically, under Task 3, EP proposes to perform the following:

1. Prepare an Operations and Maintenance Plan for each type of BMP described in Task 2.

Task 4: Phase I Implementation Schedule & Cost Estimate

EP will propose an implementation schedule for all Phase I stormwater BMPs and a cost estimate that will require significant Town input to complete.

Task 4a – Phase I Implementation Schedule

All non-structural BMPs shall be fully implemented by the end of Year 5, while the implementation of Phase I structural controls is required by the Permit to begin in Year 6. Structural BMPs are required to be designed and constructed according to the Year 8 and Year 10 phosphorus load milestones established in Table F-1 of the MS4 Permit. Our team will work with the Town to understand design, funding, training, staffing, and construction expectations and will draft an implementation plan accordingly. Draft sections of this plan will be submitted to Town staff for feedback prior to completion.

Specifically, EP will perform the following under Task 4a:

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1. Prepare an Implementation Schedule.
2. Attend two (2) meetings with Town (one (1) virtual, one (1) in-person).

Based on previous discussions with Town Staff, no changes to the non-structural BMP program were expected to occur. If the Town would like EP to assist with documenting and implementing any changes to the Town's non-structural BMP program, this could be provided under separate scope and budget.

Task 4b – Phase I Cost Estimate

The cost-estimate described in Appendix F of the MS4 Permit requires the permittee to include the cost of implementation for all Phase I non-structural and structural BMPs and the associated O&M program. The cost estimate can be used to evaluate the accuracy of the funding source assessment completed by Year 3 and to update funding sources as needed to complete Phase I. Under this task, EP will prepare a draft Order of Magnitude cost estimate for the design, permitting, survey, construction, operation, and maintenance of the PCP's structural and non-structural controls. The cost estimate will classify order of magnitude costs by year to assist with the Town's financial planning. The cost estimates will not be based on any specific designs for structural Best Management Practices since detailed designs for Best Management Practices are not being prepared.

Specifically, EP will perform the following tasks:

1. Prepare an Order of Magnitude Cost Estimate.
2. Meetings will be conducted as part of Task 4a.

Task 5: Draft Phase I Phosphorus Control Plan (PCP)

Under this task, EP will compile the information, data, figures, and tables developed and prepared under Tasks 1 through 4 to develop a draft of the Town's Phase I PCP, which includes but is not limited to the following sections:

1. Introduction
 - a. PCP Milestones
 - b. Watershed Area
 - c. Natick PCP Program
 - d. Purpose of Report
2. Natick PCP Scope
 - a. PCP Area
 - b. PCP Baseline and Allowable Phosphorus Load
 - c. Phosphorus Reduction Requirements
 - i. Increases/Decreases to Baseline Load since 2005

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3. Legal Analysis
4. Funding Source Assessment
5. Non-Structural Controls
 - a. Current Non-Structural BMPs
 - b. Planned Non-Structural BMPs
6. Structural Controls
 - a. Current Structural BMPs
 - b. Planning for Future Structural BMPs
 - i. Feasibility of Siting Structural BMPs
 - ii. Planned Structural BMPs
7. Description of O&M Program for planned and existing structural BMPs
8. Phase 1 Implementation Schedule
9. Estimated Cost for Implementing Phase 1 of PCP
10. Performance Evaluations
 - a. Years 6 - 10
11. Public Comment Opportunities

Specifically, EP will perform the following tasks:

1. Prepare a draft Phase I Phosphorus Control Plan.
2. Attend one (1) virtual meeting with Town.

ADDITIONAL SERVICES

The following services are not included in this proposal and can be performed as an additional service if requested by the Town of Natick:

1. Preparing detailed designs of any proposed stormwater Best Management Practices.
2. Performing detailed site analysis of proposed BMP sites including any field work.
3. Performing any field testing including soil evaluations.
4. Preparing detailed cost estimates of proposed stormwater BMP's.
5. Assisting the Town in developing a program to annually audit and/or maintain all structural BMPs being claimed for phosphorus removal.
6. Assisting the Town with changes to their existing Non-Structural Control BMP program.
7. Attending additional meetings not specifically described above.
8. Assisting the Town with final revisions to the Phase I PCP.
9. Performing any services not specifically described above.

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PROJECT FEE AND SCHEDULE

Draft Phase I Phosphorus Control Plan

Task 1: Quantify Phosphorus Reduction Provided by Existing Structural Controls	\$ 3,000
Task 2: Phosphorus Reduction Strategy	\$ 54,500
Task 3: Operation & Maintenance Plan	\$ 13,000
Task 4: Phase I Implementation Schedule & Cost Estimate	\$ 30,500
Task 5: Draft Phase I Phosphorus Control Plan (PCP)	\$ 24,000

Phase I PCP Total:	\$ 125,000
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For the Town of Natick to complete the scope of work outlined above for the development of the draft Phase I PCP, EP proposes to complete Tasks 1 through 5, as described above, including all labor and expenses, for the lump-sum price of \$125,000. EP will work with the Town to develop a draft Phase I PCP by the end of June 2023. This timeline, however, will be dependent on materials and information on phosphorus removals and an approved list of proposed BMPs to be provided to EP, by the Town in a timely manner.

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