

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations
William Spratt, Executive Director, Natick Public Works and Natick Public Facilities
Mark Coviello, P.E., Special Projects Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: February 21, 2023

SUBJECT: CONTRACT AWARD
Complete Streets Engineering Services/ Amendment 2

Informal, non-written pricing by DPW reveals that Environmental Partners Group, Inc. is the ideally competitive firm to perform engineering services for the performance of additional services for the Complete Streets Project in the Town of Natick. The firm provided services for earlier phases of the project.

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

Environmental Partners Group, Inc. is a responsible and responsive firm and has offered what DPW considers to be a reasonable sum for the purposes.

We respectfully request that Natick Select Board award Environmental Partners Group, Inc., a contract, in the form of the attached, to perform engineering services as outlined in Attachment A-3 to the Contract, for a sum of \$67,300.00. This represents an increase of \$14,400.00.

The funding to cover this comes from the following source: Account # 3151622-524000.

SECOND AMENDMENT TO CONTRACT FOR
THE PROCUREMENT OF ENGINEERING SERVICES
FOR THE COMPLETE STREETS TIER 3 PROJECT
IN THE TOWN OF NATICK, MASSACHUSETTS

This Second Amendment to Contract for the Procurement of Engineering Services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Natick Select Board (“The Town of Natick” or “the Town”) and Environmental Partners, L.P., 1900 Crown Colony Drive, Quincy, MA 02169 (“the Contractor” or “Environmental Partners”) (collectively “the Parties”) is entered into this eighth day of March 2023.

WHEREAS, the Parties are parties to a contract entitled “Contract for the Procurement of Engineering Services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts,” dated November 26, 2018 (the “Agreement”);

WHEREAS, the Parties amended the Agreement by the First Amendment to Contract for the Procurement of Engineering Services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts, dated February 26, 2020 (the “First Amendment”);

WHEREAS, in the course of the project, it has become necessary to provide additional services for the Project;

WHEREAS, such work would constitute additional services by the Contractor;

WHEREAS, the Parties agree that the value of these additional services merit the payment of an additional sum of fourteen thousand four hundred dollars and zero cents (\$14,400.00) to the Contractor;

WHEREAS, the Parties need to recognize that the initial term requires extension;

and

WHEREAS, the parties agree to revise their Agreement as such.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 1 of the Agreement (“Scope”), delete the existing language and replace the same with the following text:

“In consideration of the obligations herein contained, the Contractor shall provide engineering services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts, as set forth in Attachment A-1, in Attachment A-2, and in Attachment A-3.”

2. In Article 3 of the Agreement (“Term”), delete the existing language and replace the same with the following text:

“The term of this Contract shall commence as of the execution date of this Contract and shall end seven (7) years later. At the sole discretion of the Town, this Contract may be renewed for one (1) additional one (1)-year term.”

3. In Article 5 of the Agreement (“Payment”), delete the existing first paragraph and replace the same with the following text:

“In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the hourly rates, on a time and materials basis, and direct expenses as set forth in Attachment A-1, in Attachment A-2, and in Attachment A-3; provided, however, that the fee for such services shall not exceed sixty-seven thousand three hundred dollars and zero cents (\$67,300.00). This fee is based on Contractor’s anticipated scope of work outlined in Attachment A-1, in Attachment A-2, and in Attachment A-3, 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.”

4. Add new attachment A-3 after existing Attachment A-1 and Attachment A-2:

“ATTACHMENT A-3

SCOPE OF SERVICES

Task 1: Final Design Modifications

- a. EP will revise the final design submission plan set dated February 2020, prepared by EP, to only include the proposed lighting work along Newfield Drive and address the Town’s comments that were discussed via telephone and documented in a follow-up email dated January 29, 2023. See Attachment A and the following for the changes to be incorporated:
 - Update the previously prepared Lighting Plans to provide pedestrian lights on every foundation instead of every other foundation along Newfield Drive between West Central Street and Silver Lane, as shown on the original plans dated February 2020.
 - Update the standard lighting details and diagrams to reflect the above changes.
- b. This Scope of Services assumes there will be no additional comments beyond those already provided above; substantial changes to the previously approved final design are not anticipated or included in the proposed limited budget.
- c. This Scope of Services does not include site visits, field verification of the existing conditions, or any changes to the original base plan.

- d. Given the straightforward nature of the above discussed changes, this Scope of Services does not include addressing any further review comments resulting from another Town review or review comments from the Town or other agencies or groups.
- e. This Scope of Services assumes the proposed design will not extend beyond the existing right of way. If impacts to private property cannot be avoided, upon request, EP may assist the Town with any needed rights of entry, easements, or land acquisitions as an amendment to this contract.

Task 2: Bid Document Preparation

- a. EP will update the final opinion of probable construction cost (OPCC) previously prepared to include only the proposed lighting-related items along Newfield Drive. The final OPCC will include the quantity, unit price, and estimated cost of all pay items and will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the Town and EP. A bid tab providing the quantity for each bid item will be updated and included in the Bid Form section of the bid document.
- b. EP will update the supplementary specifications to the Massachusetts Department of Transportation's "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions, which shall incorporate relevant sections of the Town's standard specifications where applicable. This work includes the preparation of the bid tabulation and technical specification sections of the contract bid documents. Typical bidding requirements, general conditions, bid forms, agreements, or other information associated with procurement requirements will be provided by the Town. This Scope of Services assumes that State Wage Rates will be requested and provided by the Town.
- c. The bid package will be submitted to the Town for advertising by the Town. Additional reviews or comments from the Town or any individual or agency are not anticipated or included.
- d. EP will coordinate regularly with the Town via email and telephone throughout the short project duration.

Task 3: Bid and Construction Phase Services

- a. This Scope of Services assumes that the Town will be responsible for printing the bid documents and plans, advertising the project, handling the bidding process, preparing addenda, evaluating bid results, handling construction administration, and providing a full-time on-site Resident Project Representative during the duration of the construction.
- b. EP will provide limited bid and construction phase services as requested by the Town, such as answering questions raised by bidders during the bid phase and by the contractor during the construction phase; and reviewing shop drawings for lighting and electrical components, as requested by the Town. For budgeting purposes, a total of twenty-four (24) hours have been budgeted for these services, to be performed on a time and expense basis.

Fee

EP proposes the following fee schedule for the above Scope of Services:

Fee Schedule

Proposed Services

Task 1: Final Design Modifications	\$4,600
<hr/>	
Task 2: Bid Document Preparation	\$4,200
<i>Lump Sum Total (Tasks 1 & 2)</i>	<i>\$8,800</i>
<hr/>	
Task 3: Bid and Construction Phase Services	\$5,600*
Total Fee (Tasks 1-3)	\$14,400

*EP proposes performing services outlined in Tasks 1 & 2 on a lump sum basis, billed on a percent complete basis. Task 3 will be billed on a time and expense basis utilizing current EP billing rates at the time of services. Billing rates shall be adjusted annually every April. Expenses will be billed with a 10% markup.

Project Schedule

EP is ready to begin work immediately upon receipt of notice to proceed. We anticipate completing the services in Tasks 1 and 2 within one (1) month from notice to proceed. A total project duration of eight (8) months has been assumed and reflected in the above budgets; substantial delays in obtaining consensus from the Town and/or an extended project coordination duration are not anticipated and may result in an additional amendment.

Environmental Partners Standard Billing Rates

Effective until March 31, 2023

CATEGORY	HOURLY RATE
Principal	\$245
Senior Project Manager	\$235
Project Manager	\$225
Senior Project Engineer Senior Project Scientist	\$195
Hydrogeologist GIS Specialist	
Project Engineer Scientist	\$168
GIS Specialist	
Engineer	\$147
Hydrogeologist	\$135
Scientist GIS Technician	\$127
Field Engineer	\$115
Technician	\$105
Resident Project Representative	\$125
Clerical	\$95

Plans appear at end of document.”

All other portions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

Environmental Partners, L P

By:

By:

The Natick Select Board

Paul R. Joseph
Chair

Signature

Michael J. Hickey, Jr.
Vice Chair

Printed Name

Paul R. Joseph, Clerk

Printed Title

Kathryn. M. Coughlin

Richard Sidney

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31, that an appropriation in the amount of this Agreement is available therefor, and that the Natick Select Board is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Dated: _____

Michelle L. Laramée
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: _____

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

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.)

NEWFIELD DRIVE PEDESTRIAN LIGHTING

~~COMPLETE STREETS IMPLEMENTATION * *Revise Title*~~ ALONG NEWFIELD DRIVE AND WEST STREET

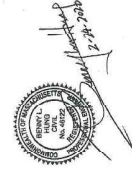
TOWN OF NATICK, MA

TOWN OF NATICK
DEPARTMENT OF PUBLIC WORKS
75 WEST STREET
NATICK, MA 01760

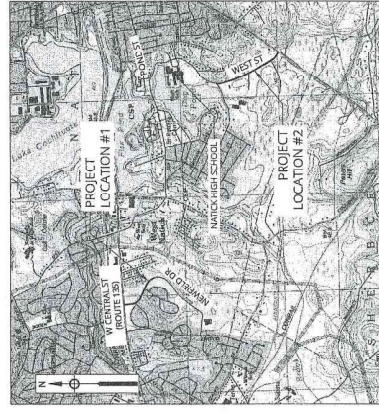
FEBRUARY 2020 * *Revise Date*

INDEX	
01	TITLE AND INDEX
02	GENERAL NOTES, LEGEND & ABBREVIATION
03	ELECTRICAL PLAN
04	PHOTOMETRIC PLAN
05-07	LIGHTING DETAILS
08	CONSTRUCTION DETAILS
09	WEST STREET KEY PLAN
10-12	WEST STREET GENERAL PLAN
13	TRAFFIC SIGN SUMMARY
14	TRAFFIC MANAGEMENT PLAN

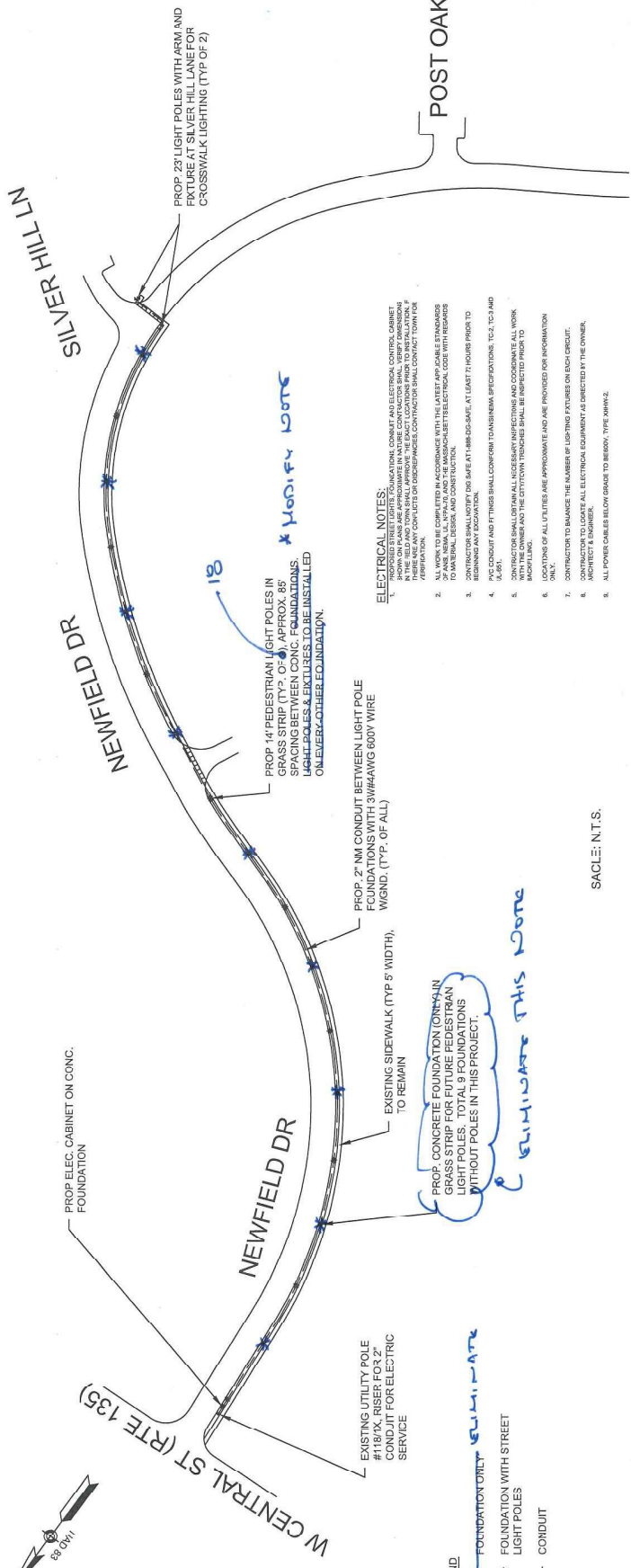
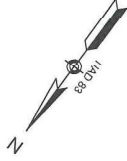
*ELIMINATE
THOSE SHEETS*



ENVIRONMENTAL PARTNERS



VICINITY MAP
1" = 2000'



PROP. 23' LIGHT POLES WITH ARM AND FIXTURE AT SILVER HILL LANE FOR CROSSWALK LIGHTING (TYP OF 2)

PROP. 14 PEDESTRIAN LIGHT POLES IN GRASS STRIP (TYP. 0'-0"), APPROX. 85' SPACING BETWEEN CONC. FOUNDATIONS. LIGHT POLES & FIXTURES TO BE INSTALLED ON EVERY OTHER FOUNDATION.

PROP. 2" NM CONDUIT BETWEEN LIGHT POLE FOUNDATIONS WITH 3W #14 AWG 600V WIRE W/GND. (TYP. OF ALL)

PROP. CONCRETE FOUNDATION ON 4x4 IN GRASS STRIP FOR FUTURE PEDESTRIAN LIGHT POLES. TOTAL 8 FOUNDATIONS WITHOUT POLES IN THIS PROJECT.

EXISTING UTILITY POLE #1181X RISER FOR 2" CONDUIT FOR ELECTRIC SERVICE

EXISTING SIDEWALK (TYP 5' WIDTH) TO REMAIN

PROP. ELEC. CABINET ON CONC. FOUNDATION

PROP. 2" NM CONDUIT BETWEEN LIGHT POLE FOUNDATIONS WITH 3W #14 AWG 600V WIRE W/GND. (TYP. OF ALL)

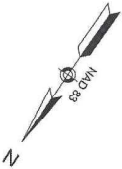
PROP. 14 PEDESTRIAN LIGHT POLES IN GRASS STRIP (TYP. 0'-0"), APPROX. 85' SPACING BETWEEN CONC. FOUNDATIONS. LIGHT POLES & FIXTURES TO BE INSTALLED ON EVERY OTHER FOUNDATION.

- ELECTRICAL NOTES:**
- CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK. ALL FIELD DIMENSIONS AND CONDITIONS SHALL BE VERIFIED AND APPROVED BY THE DESIGNER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL OTHER TRADES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL OTHER TRADES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL OTHER TRADES AND UTILITIES.
 - ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPROPRIATE STANDARDS AND CODES.
 - CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 72 HOURS PRIOR TO ANY SIGNIFICANT WORK.
 - CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE CITY/TOWN TECHNICIANS SHALL BE INSPECTED PRIOR TO COMMENCEMENT OF WORK.
 - LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.
 - CONTRACTOR TO MAINTAIN THE NUMBER OF LIGHTING FIXTURES ON EACH CIRCUIT.
 - CONTRACTOR TO LOCATE ALL ELECTRICAL EQUIPMENT AS DIRECTED BY THE OWNER. ARCHITECT IS RESPONSIBLE.
 - ALL POWER CABLES BELOW GROUND TO BE 600V, TYPE XWNB-2.

SCALE: N.T.S.

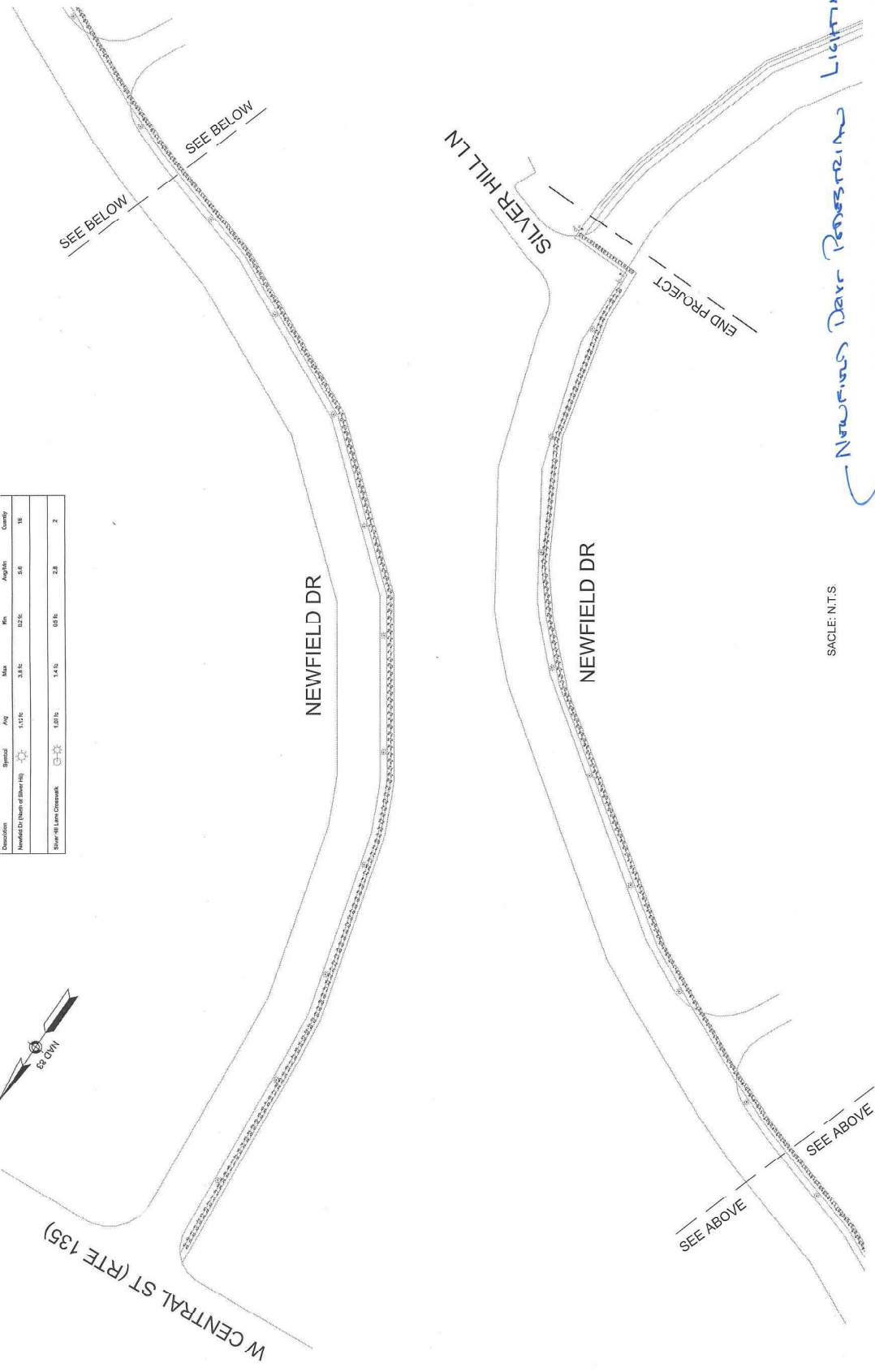
NEWFIELD DRIVE PEDESTRIAN LIGHTING

	ENVIRONMENTAL PARTNERS	POWER ENGINEERS, LLC		AS NOTED		CONTRACT DOCUMENT	
		127 Forth Street Haverhill, MA 02845-1234 www.PowerEngineersLLC.com	Electrical Engineering, Power, Lighting, Mechanical, Plumbing, Fire Protection, and Energy Consulting	Date: JAN 2020	Date: FEB 1923.00	Sheet No. 03	CONTRACT DOCUMENT
	06-26-2019	MARK [] DATE [] DESCRIPTION []		Drawn by	Checked by	APPROVED BY	
		Scale: N.T.S.		THIS LINE IS ONE INCH LONG WHEN PLOTTED AT FULL 3" DRAWING		COMPLETE STREETS IMPLEMENTATION ALONG NEWFIELD DRIVE AND WEST STREET NATICK, MASSACHUSETTS NEWFIELD DRIVE ELECTRICAL PLAN	

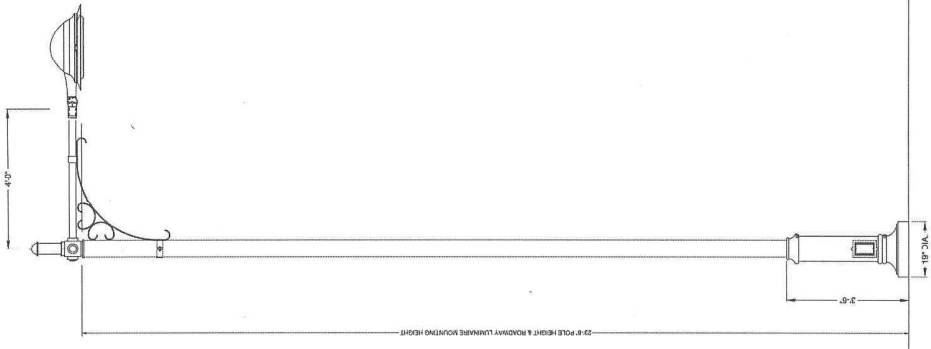


STATISTICS - NEWFIELD DRIVE, NANTICK

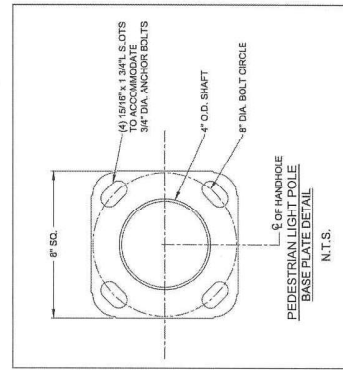
Description	Symbol	Avg	Max	Min	Angle/In	County
Newfield Dr (Name of Street)		1.57%	3.8%	0.2%	5.6'	18
Street W/L Lane Countmark		0.00%	1.4%	0.0%	2.8'	2



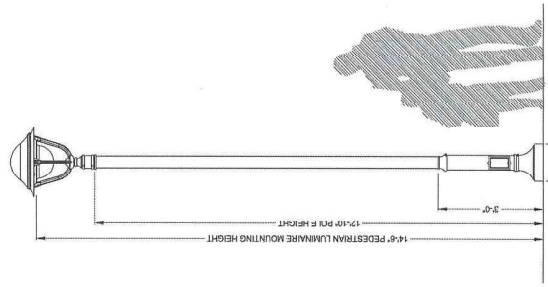
	ENVIRONMENTAL PARTNERS 		MARK DATE DESCRIPTION 10-20-2019	AS NOTED JAN 2020 R032-1002.00	THIS LINE IS ONE INCH LONG WHEN PLOTTED AT FULL SCALE DRAWING	CONTRACT DOCUMENT Sheet No. 04
				Scale Date L.A. No. Designed by Drawn by Checked by Approved by	COMPLETE STREETS IMPLEMENTATION ALONG NEWFIELD DRIVE AND WEST STREET NANTICK, MASSACHUSETTS NEWFIELD DRIVE P-PHOTOMETRIC PLAN	NEWFIELD DRIVE P-PHOTOMETRIC PLAN



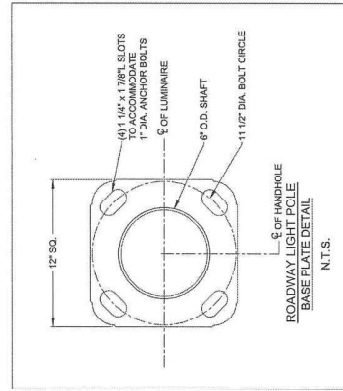
ROADWAY LIGHT POLE
ELEVATION DETAIL
N.T.S.



ROADWAY LIGHT POLE
BASE PLATE DETAIL
N.T.S.



PEDESTRIAN LIGHT POLE
ELEVATION DETAIL
N.T.S.



PEDESTRIAN LIGHT POLE
BASE PLATE DETAIL
N.T.S.

NEWFIELD DRIVE PEDESTRIAN LIGHTING

COMPLETE STREETS IMPLEMENTATION
ALONG NEWFIELD DRIVE AND WEST STREET
NATICK, MASSACHUSETTS
NEWFIELD DRIVE
LIGHTING DETAILS

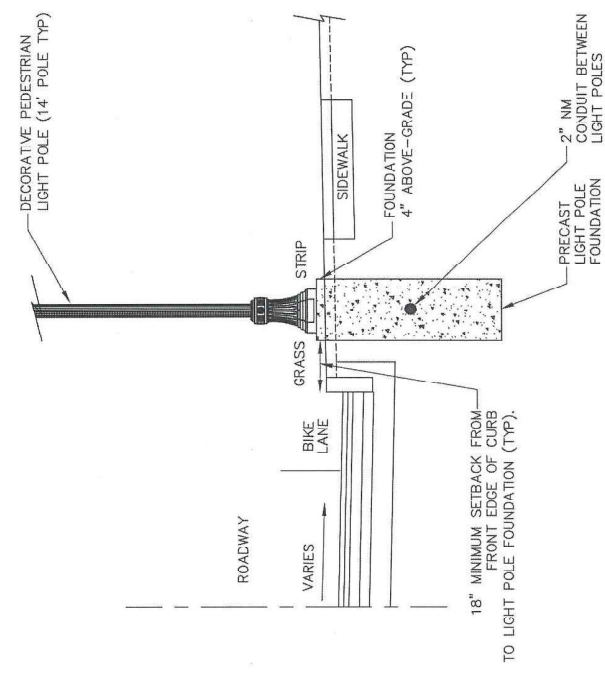
CONTRACT DOCUMENT
Sheet No.

05

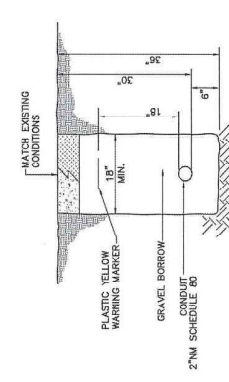
AS NOTED
DATE: JAN 2020
R323-1802.00
THIS LINE IS ONE INCH
LONG WHEN PLOTTED AT
FULL SCALE
FOR P&X
OR DRAWING

Scale	DATE	DESCRIPTION
AS NOTED	JAN 2020	R323-1802.00
DESIGNED BY		
CHECKED BY		
APPROVED BY		

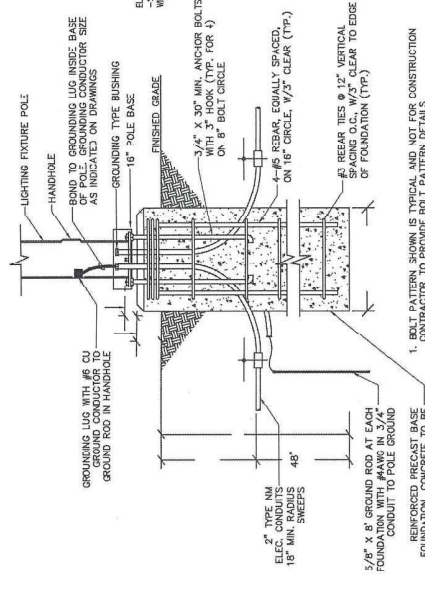




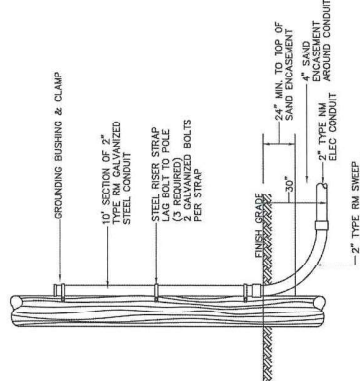
LIGHT POLE INSTALLATION DETAIL
NO SCALE



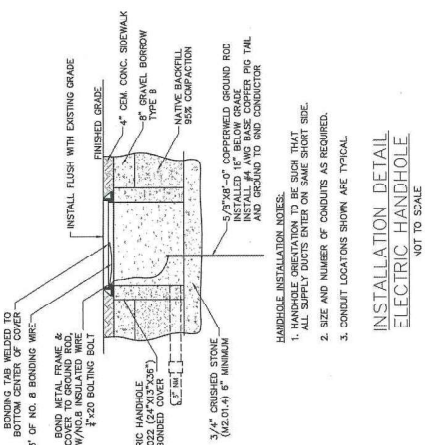
TYPICAL STREET LIGHT CONDUIT TRENCH
SCALE: NONE



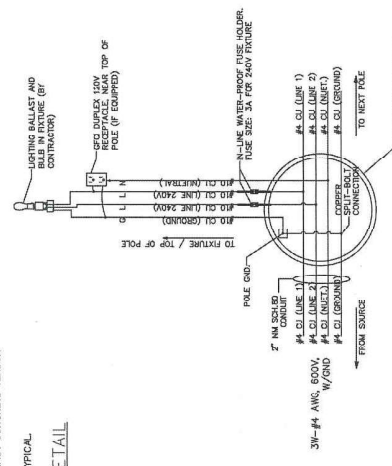
LIGHT P.O.E. FOUNDATION DETAIL
NOT TO SCALE



TYPICAL UTILITY RISER POLE DETAIL
NOT TO SCALE



INSTALLATION DETAIL ELECTRIC HANDHOLE
NOT TO SCALE



TYPICAL STREETLIGHT WIRING DETAIL
NOT TO SCALE

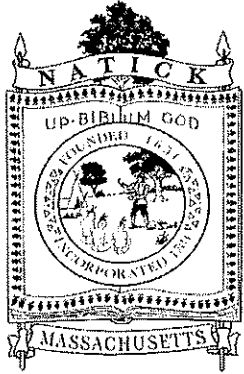
Newfield Drive Pedestrian Lighting

ENVIRONMENTAL PARTNERS 	DATE 06-20-2019 MARK	DESCRIPTION COMPLETE STREETS IMPLEMENTATION ALONG NEWFIELD DRIVE AND WEST STREET NATICK, MASSACHUSETTS NEWFIELD DRIVE LIGHTING DETAILS	CONTRACT DOCUMENT Sheet No. 06

THIS LINE IS ONE INCH LONG WHEN PLOTTED AT FULL SCALE DRAWING

Rev	Date	AS NOTED
1	JAN 2020	AS NOTED
2	JAN 2020	REVISIONS

Scale	Drawn by	Checked by	Approved by
AS NOTED	JAN 2020	REVISIONS	



TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

May 3, 2020

Mr. Paul Gabriel, P.E., LSP
President
Environmental Partners Group, Inc.
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

RE: First Amendment/Engineering Services Contract/Tier 3 Complete Streets Engineering

Dear Mr. Gabriel:

Please find enclosed a fully-executed First Amendment to Contract.

Thank you for your attention.

Very truly yours,


Bryan R. Le Blanc

FIRST AMENDMENT TO CONTRACT FOR
THE PROCUREMENT OF ENGINEERING SERVICES
FOR THE COMPLETE STREETS TIER 3 PROJECT
IN THE TOWN OF NATICK, MASSACHUSETTS

This First Amendment to Contract for the Procurement of Engineering Services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, by the Deputy Town Administrator – Operations (“The Town of Natick” or “the Town”) and Environmental Partners, L.P., 1900 Crown Colony Drive, Quincy, MA 02169 (“the Contractor” or “Environmental Partners”) (collectively “the Parties”) is entered into this twenty-sixth day of February, 2020.

WHEREAS, the Parties are parties to a contract entitled “Contract for the Procurement of Engineering Services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts,” dated November 26, 2018 (the “Agreement”);

WHEREAS, in the course of the project, it has become necessary to provide bidding and other consulting services for the project;

WHEREAS, such work would constitute additional services by the Contractor;

WHEREAS, the Parties agree that the value of these additional services merit the payment of an additional sum of nine thousand six hundred dollars and zero cents (\$9,600.00) to the Contractor;

WHEREAS, the Parties need to recognize that the initial term requires extension;

and

WHEREAS, the parties agree to revise their Agreement as such.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. In Article 1 of the Agreement (“Scope”), delete the existing language and replace the same with the following text:

“In consideration of the obligations herein contained, the Contractor shall provide engineering services for the Complete Streets Tier 3 Project in the Town of Natick, Massachusetts, as set forth in Attachment A1 and in Attachment A2.”

2. In Article 3 of the Agreement (“Term”), delete the existing language and replace the same with the following text:

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

3. In Article 5 of the Agreement (“Payment”), delete the existing first paragraph and replace the same with the following text:

“In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the hourly rates, on a time and materials basis, and direct expenses as set forth in Attachment A1 and in Attachment A2; provided, however, that the fee for such services shall not exceed fifty-two thousand nine hundred dollars and zero cents (\$52,900.00). This fee is based on Contractor’s anticipated scope of work outlined in Attachment A1 and in Attachment A2, 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.”

4. Add new attachment A2 after existing Attachment A1:

1

ATTACHMENT A-2

Phase 3 – Bid Document Preparation and Bid Phase Services

As requested by the Town, ENVIRONMENTAL PARTNERS will prepare an additional bid document for the Complete Streets project to include: pedestrian scaled street lighting along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane; vehicle scaled street lighting at the crosswalk of the Newfield Drive/Silver Hill Lane intersection; a curb extension along the northbound side of West Street near the baseball fields at the existing marked crosswalk; and the installation of shared lane markings and signage along West Street between Windsor Avenue and South Main Street. The previously Town-reviewed design of the above elements will be retained and combined into one cohesive bid document including plan set, construction estimate, technical specifications and bid book.

The additional work will include Bid Phase Services as well.

In order to meet these objectives we proposed the following Scope of Services:

1. *Bid Document Preparation*

- a. ENVIRONMENTAL PARTNERS will prepare supplementary specifications to the Massachusetts Department of Transportation “Standard Specifications for Highways and Bridges” (latest edition) in the form of Special Provisions which will incorporate relevant

sections of the Town's standard specifications where applicable. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Client for the revised project scope as described above.

- h. ENVIRONMENTAL PARTNERS will revised the final construction cost estimate and bid tabulation. The final construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT and recently advertised and awarded projects completed by the Town and ENVIRONMENTAL PARTNERS. A bid tab will be prepared and included in the bid document providing the quantity for each bid item.
- i. The bid package will be submitted to the Client for review and comment upon completion; a review by MassDOT is not anticipated. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

2 Bid Phase Services

- a. ENVIRONMENTAL PARTNERS will assist the Client in their advertising for and obtaining bids for construction, materials, equipment and services and file for the request of the MassDOT contractor pre-qualification list. ENVIRONMENTAL PARTNERS will issue Addenda as appropriate to clarify, modify or change the Bidding Documents and response to the bidder's questions. This Scope of Services presumes the Client will submit and pay for the actual advertising.
- b. ENVIRONMENTAL PARTNERS will consult with the Client as to the acceptability of subcontractors, suppliers and other persons and entities proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents. This will include a verification of references provided by the acceptable low bidder.
- c. ENVIRONMENTAL PARTNERS will prepare bid tabulation sheets and assist the Client in evaluating bids for their award of a contract for the proposed construction.

For the Additional Services set forth above, Owner shall pay Engineer additional compensation on Engineer's time and expenses in accordance with Engineer's standard rates, and based on Engineer's Estimates of project costs. Actual fees may vary based on the actual level of effort. Engineer will notify Owner prior to exceeding the following compensation. Under **Section 5 - Payment**, the following shall be added to the original Agreement dated January 22, 2019.

Compensation for services under **Phase 3 – Bid Document Preparation and Bid Phase Services** shall be made on a lump sum fee of Nine Thousand Six Hundred dollars (\$9,600.00).

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement dated January 22, 2019.

All other portions of the Agreement shall remain in full force and effect.

Executed under seal.

The Town of Natick, Massachusetts

Environmental Partners, L P

By:

By:

William D. Chenard

Paul Gabriel

William D. Chenard

Signature

Deputy Town Administrator - Operations

Paul Gabriel

Printed Name

President

Printed Title

Dated: 3-10-20

Dated: 3-17-20

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

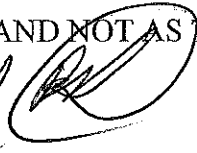
This is to certify, pursuant to M.G.L. c. 44, §31, that an appropriation in the amount of this Agreement is available therefor, and that the Deputy Town Administrator – Operations is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Arti P. Mehta

Dated: 3/11/2020

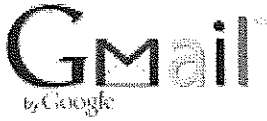
Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Karis L. North 

Dated: 5/3/20

Karis L. North, Esq.



Bryan Leblanc <bleblanc@natickma.org>

Two Contracts for Review - Dug Pond 2020-2023 and Amendment 1 Complete Streets

3 messages

Bryan Leblanc <bleblanc@natickma.org>
To: Karis North <knorth@mhtl.com>
Bcc: "Bill Chenard," <chenard@natickma.org>

Thu, Mar 19, 2020 at 3:27 PM

Karis:




Per our discussion yesterday, I attach contracts for your review. Original award materials for Dug Pond are also attached. The original agreement for the Complete Streets is within the scanned amendment.

Thanks!

-Bryan Le Blanc

--
Bryan R. Le Blanc
Procurement Officer
Town of Natick
75 West Street
Natick, MA 01760
bleblanc@natickma.org
(508)-647-6438

3 attachments

-  **Dug Pond Contract.pdf**
3231K
-  **Award Materials Dug Pond 022420.pdf**
3177K
-  **First Amendment Complete Streets.pdf**
1012K

Karis North <knorth@mhtl.com>
To: Bryan Leblanc <bleblanc@natickma.org>

Sun, Apr 26, 2020 at 6:51 PM

Bryan – Dug Pond is approved as to form. I also have no issues on the complete streets amendment.

Thanks,

KLN

[Quoted text hidden]

Bryan Leblanc <bleblanc@natickma.org>
To: Karis North <knorth@mhtl.com>

Sun, Apr 26, 2020 at 7:38 PM

Thanks!
[Quoted text hidden]

CERTIFICATE OF VOTE

I, Paul Gabriel, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting President of Environmental Partners
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 12-6 2005, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Paul Gabriel,

(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 17th day of March, 2002 and has not been changed or modified in any respect.

Paul Gabriel
Signature

Paul Gabriel
Printed Name

President
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 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

January 23, 2019

Mr. Paul Gabriel, P.E., LSP
President
Environmental Partners Group, Inc.
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

RE: Engineering Services Contract/Tier 3 Complete Streets Engineering

Dear Mr. Gabriel:

Please find enclosed a fully-executed original of the Contract.

Thank you for your attention and for your assistance! Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

This Contract is made this twenty-sixth day of November, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Environmental Partners Group, Inc., 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 engineering services for the Complete Streets Tier 3 Project in the Town of Natick as summarized 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

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the lump sum price of forty-three thousand three hundred dollars and zero cents (\$43,300.00).

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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.

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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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.
- 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful 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 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 defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

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

19. *Termination*

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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

20. Notices

Except as otherwise provided in this Contract, 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: Melissa A. Malone
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

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

If to the Contractor: Paul F. Gabriel, President
 Environmental Partners Group, Inc.
 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.
- 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- 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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

agencies.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: 1/22/19

Dated: 12-3-18

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta
Comptroller, Town of Natick

Dated: 12.11.18

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

Karis L. North, Esq.

Dated: 1/2/19

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

CERTIFICATE OF VOTE

I, Paul Gabriel, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting President / Clerk of LEP
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 12-5 2006, 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),

Paul Gabriel, President

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 3rd day of December, 2018 and has not been changed or modified in any respect.

Signature

Paul Gabriel

Printed Name

Printed Title

President / Clerk

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

ATTACHMENT A -1.

The Contractor shall furnish the following engineering and supplemental services in connection with the Complete Streets Project in the Town of Natick.

Project Rank #7 - Campus Drive/West Street Corridor Improvements:

Southern West Street segment (from north of South Main Street to Campus Drive):

- Reconstruct fourteen (14) isolated non-ADA compliant curb ramps
- Install a curb extension with a wheelchair ramp on the eastern side of West Street (at the existing marked crosswalk adjacent to the baseball field) and construct a receiving curb ramp along the western side.
- Install sharrow (bicycle) pavement markings and signage along both directions of West Street.

Campus Drive (from West Street to approach to Pond Street):

- Reconstruct the existing asphalt sidewalk along the western side of Campus Drive; existing granite curbing is anticipated to be retained
- Install buffered two-directional bicycle lane on the western side (adjacent to the sidewalk) within the existing roadway width

West Street (from Campus Drive to approach to Oakland Street)

- Reconstruct the existing asphalt sidewalk along the northern side of West Street; existing granite curbing is anticipated to be retained
- Install five (5)-foot-wide bicycle lane with signage for the westbound one-way segment

Project Rank #13 - Newfield Drive Corridor Improvements:

Newfield Drive (from Route 135/ West Central Street to Thoreau Court)

- Install five (5)-foot-wide bicycle lanes with signage in both directions
- Install MUTCD-compliant pedestrian crossing warning signs along both approaches to the existing crosswalk at the Newfield Drive at Silver Hill Lane intersection
- Install vehicle-scale street lighting at the crosswalk
- Install pedestrian-scale street lighting along one side of Newfield Drive between Route 135 and Thoreau Court, adjacent to the existing sidewalk.

Roadway reconstruction and drainage modifications of the above mentioned project locations are not anticipated as part of this project.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

In order to meet these objectives we proposed the following Scope of Services; **SCOPE OF SERVICES:**

1. *Topographic Survey and Base Plan Preparation (Southern West Street Segment)*

- a. A topographic survey will be performed to generate a base plan suitable to design the proposed fourteen (14) isolated curb ramps and the curb extension along the southern segment of West Street mentioned above. For each of the locations, the survey will include approximately twenty-five (25) feet along either side of the existing curb ramp and will extend ten (10) feet in front and behind the curb ramp. The remaining areas of the project will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Where topographic survey is performed, the base plan will be prepared in AutoCAD format and will include all pertinent physical features within the survey limits. The survey will include a detailed and accurate grading model, compatible with Civil 3D which will be reviewed by Environmental Partners. Elevations will be provided at pertinent physical features including the back of sidewalks, curb ramps, curb line and portion of the roadway.
- c. All visible existing utilities within survey limits will be shown. Since the topographic survey involved in this project is solely for curb ramps reconstruction, underground utility information is not anticipated to be required for this project.
- d. It is understood that all information that the Town has available relative to the project (i.e., existing plans and GIS mapping data, etc.) will be provided to Environmental Partners at no cost so that the work may be properly reviewed. Police details will be provided by the Town as required.
- e. Right of Way information will be researched and compiled from the Assessors' office, Department of Public Works, MassDOT and the Registry of Deeds to obtain available information relative to roadway layout lines, property lines and baseline information. Approximate Right-of-way (ROW) boundaries within the survey limit will be established by locating physical monuments if any within the survey limit in combination with referencing state, county or town survey plans of record. Property sidelines that falls within the survey limits will be shown in approximate locations based on available information and field-located evidence.
- f. All horizontal and vertical control will be connected to the Massachusetts Grid System by GPS.

2. *Base Plan Preparation (Northern West Street Segment, Campus Drive & Newfield Drive)*

- a. The design of proposed improvements along the northern West Street segment, Campus Drive and Newfield Drive will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Environmental Partners will field measure key components to verify minimum (ADA) sidewalk width, to establish bicycle and vehicular lane widths along Campus Drive and to quantify construction impacts for the construction cost estimate.

3. *Design of Complete Streets projects*

- a. Environmental Partners will advance on the Preliminary Design of the Complete Streets projects as follows:
 - Southern West Street Segment: The above topographic base plan will be used to design the fourteen (14) isolated curb ramps and the curb extension along the southern West Street segment in compliance with ADA requirements as well as recommendations from the Town

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- Northern West Street Segment and Campus Drive: Environmental Partners will utilize approximate available base plans, GIS or aerial photography and field measurements along the northern West Street segment and Campus Drive to lay out approximate limits of sidewalk reconstruction and lane striping alterations as well as typical sections and details as needed to illustrate the intent of construction. A complete engineered design with grading is not anticipated. It is assumed that all existing curb is to be retained along both roadways; substantial sidewalk widening is not anticipated.
 - Newfield Drive: The proposed pedestrian crossing warning signage and street lighting/conduit will be laid out using available base plans, GIS or aerial photography and supplemented with preliminary details to illustrate the intent. It is assumed that the Town will provide Environmental Partners with the preferred make and model of street light pole and luminaire; it is assumed that a new meter will be installed to connect to an available power source within project limits. A photometric design of the vehicle-level street lighting (at the existing crosswalk) and pedestrian-level lighting (along Newfield Drive) will be provided.
- b. Roadway reconstruction is not anticipated in this Scope of Services.
- c. Upon receiving Town approval on the Preliminary Design, the Final Design will be prepared. The Final Design submission will include plans showing the proposed improvements, typical sections, pavement markings and signage, and a final construction cost estimate. The standard MassDOT curb ramp table will be provided to show the required information for the design elements of the proposed curb ramps. Final Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Typical Sections, Traffic Signs and Pavement Marking Plans, Curb Ramp Table, Construction Details, and Street Lighting Plan as appropriate.
- d. Environmental Partners will provide a construction cost estimate using pay items in MassDOT format. The construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT, recently advertised/awarded projects completed by the Town and Environmental Partners, or consortium pricing (as directed by the town and consistent with the MassDOT format).

4. Drainage Design

- a. It is anticipated that drainage modifications will not be required for this project. The evaluation of the drainage system or HydroCAD evaluations is not included in this Scope of Services.

5. Bid Document Preparation

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town's standard specifications where applicable. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Town.
- b. Environmental Partners will provide a final construction cost estimate and bid tabulation. A bid tab will be prepared and included in the Measurement and Payment section of the bid document

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

providing the quantity for each bid item.

- c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

6. Environmental Permitting

- a. Construction is not anticipated to take place within the 100 foot wetland buffer area or any other environmentally sensitive locations and therefore environmental permitting is not anticipated for this project.

7. Right-of-Way

- a. The proposed construction is anticipated to take place within the existing right-of-way or within the town own parcel. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget.

8. Meetings

- a. One (1) project coordination meeting with the Town, the project team, and/or abutting property owners is anticipated. Public meetings and PowerPoint presentations are not anticipated to be necessary for this project.
- b. It is anticipated that up to two (2) conference calls will take place to resolve any outstanding comments or issues.

FEE

The above Scope of Services is estimated at the lump sum fee of \$43,300 based on the following Fee

Schedule:

Fee Schedule

Topographic Survey & Base Plan Preparation (<i>subconsultant</i>)	\$5,900.00
Aerial Base Plan Preparation & Site Visits	\$3,700.00
Preliminary Design	\$9,200.00
Final Design	\$5,400.00
Lighting Design & Photometric Plan (<i>subconsultant</i>)	\$10,900.00
Bid Document Preparation	\$5,900.00
Meeting/Conference Calls/Coordination	<u>\$2,300.00</u>

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

\$ 43,300

Direct expenses incurred in conjunction with the performance of the above work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.



CERTIFICATE OF LIABILITY INSURANCE

ENVI-15 OP ID: SS

DATE (MM/DD/YYYY)
12/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 306 Wakefield, MA 01880 Stacey Seward	CONTACT NAME:	
	PHONE (A/C, No, Ext): 781-245-5400	FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Co of CT		25682
INSURER B: Travelers Indemnity Co America		25666
INSURER C: Travelers Indemnity Co.		25658
INSURER D: XL Specialty Insurance Company		37885
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6802J049788	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA3G197927	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP6572Y321	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-6K138549	06/13/2018	06/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab		DPR9927526	06/18/2018	06/18/2019	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

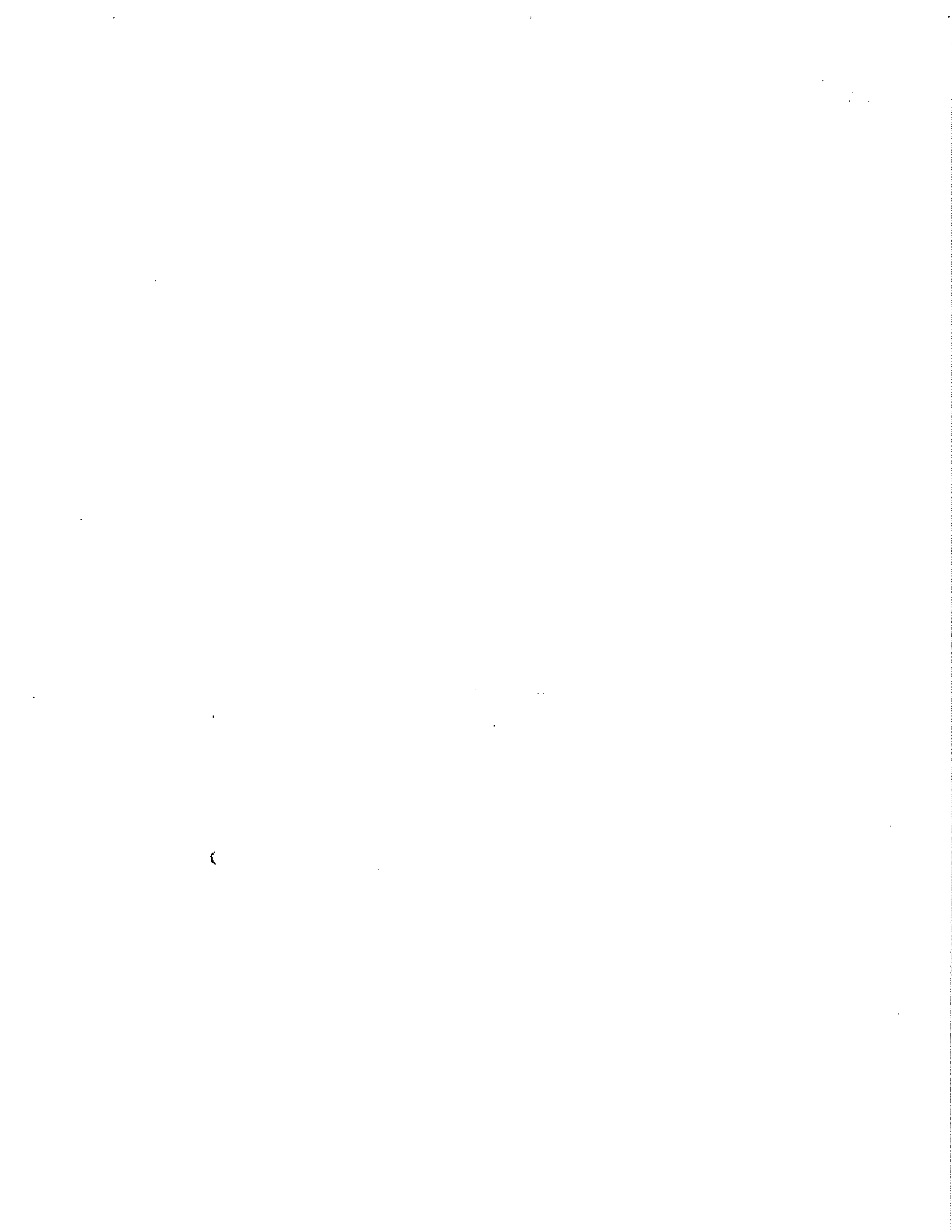
Project:Engineering Services Contract/Tier 3 Complete Streets Engineering
 The Town of Natick is included as additional insured on general, auto & umbrella liability policies as required by written contract.
 30 days notice of cancellation is provided.

CERTIFICATE HOLDER

CANCELLATION

TOWNN27 Town of Natick c/o Natick DPW 75 West Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Stacey Seward

© 1988-2014 ACORD CORPORATION. All rights reserved.





TOWN OF NATICK

Massachusetts 01760

www.natickma.gov

Bryan R. Le Blanc
Procurement Officer

VIA REGULAR MAIL

January 23, 2019

Mr. Paul Gabriel, P.E., LSP
President
Environmental Partners Group, Inc.
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

RE: Engineering Services Contract/Tier 3 Complete Streets Engineering

Dear Mr. Gabriel:

Please find enclosed a fully-executed original of the Contract.

Thank you for your attention and for your assistance! Please let me know if you have any questions.

Very truly yours,

Bryan R. Le Blanc

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

This Contract is made this twenty-sixth day of November, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Environmental Partners Group, Inc., 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 engineering services for the Complete Streets Tier 3 Project in the Town of Natick as summarized 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

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the lump sum price of forty-three thousand three hundred dollars and zero cents (\$43,300.00).

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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 Contract, 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.

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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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.
- 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or to the extent caused by the willful 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 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 defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

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

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

16. No Smoking

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

17. Criminal Background Screening

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

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

19. *Termination*

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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

20. Notices

Except as otherwise provided in this Contract, 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: Melissa A. Malone
Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

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

If to the Contractor: Paul F. Gabriel, President
Environmental Partners Group, Inc.
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.
- 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.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- 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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

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 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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

agencies.

[The remainder of this page is left blank.]

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

The Town of Natick, Massachusetts

Environmental Partners Group, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chairman

Signature

Susan G. Salamoff, Vice Chairman

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman

Richard P. Jennett, Jr.

Dated: _____

1/22/19

Dated: _____

12-3-18

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

Arti P. Mehta

Comptroller, Town of Natick

Dated: _____

12.11.18

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

Karis L. North, Esq.

Dated: _____

1/9/19

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

CERTIFICATE OF VOTE

I, Paul Gabriel, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting President / Clerk of EPB
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on 12-5 2006, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

Paul Gabriel, President

_____, _____; 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 3rd day of December, 2018 and has not been changed or modified in any respect.

Signature

Paul Gabriel

Printed Name

President / Clerk

Printed Title

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

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

ATTACHMENT A -1.

The Contractor shall furnish the following engineering and supplemental services in connection with the Complete Streets Project in the Town of Natick.

Project Rank #7 - Campus Drive/West Street Corridor Improvements:

Southern West Street segment (from north of South Main Street to Campus Drive):

- Reconstruct fourteen (14) isolated non-ADA compliant curb ramps
- Install a curb extension with a wheelchair ramp on the eastern side of West Street (at the existing marked crosswalk adjacent to the baseball field) and construct a receiving curb ramp along the western side.
- Install sharrow (bicycle) pavement markings and signage along both directions of West Street.

Campus Drive (from West Street to approach to Pond Street):

- Reconstruct the existing asphalt sidewalk along the western side of Campus Drive; existing granite curbing is anticipated to be retained
- Install buffered two-directional bicycle lane on the western side (adjacent to the sidewalk) within the existing roadway width

West Street (from Campus Drive to approach to Oakland Street)

- Reconstruct the existing asphalt sidewalk along the northern side of West Street; existing granite curbing is anticipated to be retained
- Install five (5)-foot-wide bicycle lane with signage for the westbound one-way segment

Project Rank #13 - Newfield Drive Corridor Improvements:

Newfield Drive (from Route 135/ West Central Street to Thoreau Court)

- Install five (5)-foot-wide bicycle lanes with signage in both directions
- Install MUTCD-compliant pedestrian crossing warning signs along both approaches to the existing crosswalk at the Newfield Drive at Silver Hill Lane intersection
- Install vehicle-scale street lighting at the crosswalk
- Install pedestrian-scale street lighting along one side of Newfield Drive between Route 135 and Thoreau Court, adjacent to the existing sidewalk.

Roadway reconstruction and drainage modifications of the above mentioned project locations are not anticipated as part of this project.

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

In order to meet these objectives we proposed the following Scope of Services; **SCOPE OF SERVICES:**

1. *Topographic Survey and Base Plan Preparation (Southern West Street Segment)*

- a. A topographic survey will be performed to generate a base plan suitable to design the proposed fourteen (14) isolated curb ramps and the curb extension along the southern segment of West Street mentioned above. For each of the locations, the survey will include approximately twenty-five (25) feet along either side of the existing curb ramp and will extend ten (10) feet in front and behind the curb ramp. The remaining areas of the project will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Where topographic survey is performed, the base plan will be prepared in AutoCAD format and will include all pertinent physical features within the survey limits. The survey will include a detailed and accurate grading model, compatible with Civil 3D which will be reviewed by Environmental Partners. Elevations will be provided at pertinent physical features including the back of sidewalks, curb ramps, curb line and portion of the roadway.
- c. All visible existing utilities within survey limits will be shown. Since the topographic survey involved in this project is solely for curb ramps reconstruction, underground utility information is not anticipated to be required for this project.
- d. It is understood that all information that the Town has available relative to the project (i.e., existing plans and GIS mapping data, etc.) will be provided to Environmental Partners at no cost so that the work may be properly reviewed. Police details will be provided by the Town as required.
- e. Right of Way information will be researched and compiled from the Assessors' office, Department of Public Works, MassDOT and the Registry of Deeds to obtain available information relative to roadway layout lines, property lines and baseline information. Approximate Right-of-way (ROW) boundaries within the survey limit will be established by locating physical monuments if any within the survey limit in combination with referencing state, county or town survey plans of record. Property sidelines that falls within the survey limits will be shown in approximate locations based on available information and field-located evidence.
- f. All horizontal and vertical control will be connected to the Massachusetts Grid System by GPS.

2. *Base Plan Preparation (Northern West Street Segment, Campus Drive & Newfield Drive)*

- a. The design of proposed improvements along the northern West Street segment, Campus Drive and Newfield Drive will utilize approximate available base plans, GIS or aerial photography; additional topographic survey in these areas is not anticipated.
- b. Environmental Partners will field measure key components to verify minimum (ADA) sidewalk width, to establish bicycle and vehicular lane widths along Campus Drive and to quantify construction impacts for the construction cost estimate.

3. *Design of Complete Streets projects*

- a. Environmental Partners will advance on the Preliminary Design of the Complete Streets projects as follows:
 - Southern West Street Segment: The above topographic base plan will be used to design the fourteen (14) isolated curb ramps and the curb extension along the southern West Street segment in compliance with ADA requirements as well as recommendations from the Town

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

- Northern West Street Segment and Campus Drive: Environmental Partners will utilize approximate available base plans, GIS or aerial photography and field measurements along the northern West Street segment and Campus Drive to lay out approximate limits of sidewalk reconstruction and lane striping alterations as well as typical sections and details as needed to illustrate the intent of construction. A complete engineered design with grading is not anticipated. It is assumed that all existing curb is to be retained along both roadways; substantial sidewalk widening is not anticipated.
 - Newfield Drive: The proposed pedestrian crossing warning signage and street lighting/conduit will be laid out using available base plans, GIS or aerial photography and supplemented with preliminary details to illustrate the intent. It is assumed that the Town will provide Environmental Partners with the preferred make and model of street light pole and luminaire; it is assumed that a new meter will be installed to connect to an available power source within project limits. A photometric design of the vehicle-level street lighting (at the existing crosswalk) and pedestrian-level lighting (along Newfield Drive) will be provided.
- b. Roadway reconstruction is not anticipated in this Scope of Services.
- c. Upon receiving Town approval on the Preliminary Design, the Final Design will be prepared. The Final Design submission will include plans showing the proposed improvements, typical sections, pavement markings and signage, and a final construction cost estimate. The standard MassDOT curb ramp table will be provided to show the required information for the design elements of the proposed curb ramps. Final Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Typical Sections, Traffic Signs and Pavement Marking Plans, Curb Ramp Table, Construction Details, and Street Lighting Plan as appropriate.
- d. Environmental Partners will provide a construction cost estimate using pay items in MassDOT format. The construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT, recently advertised/awarded projects completed by the Town and Environmental Partners, or consortium pricing (as directed by the town and consistent with the MassDOT format).

4. Drainage Design

- a. It is anticipated that drainage modifications will not be required for this project. The evaluation of the drainage system or HydroCAD evaluations is not included in this Scope of Services.

5. Bid Document Preparation

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town's standard specifications where applicable. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Town.
- b. Environmental Partners will provide a final construction cost estimate and bid tabulation. A bid tab will be prepared and included in the Measurement and Payment section of the bid document

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

providing the quantity for each bid item.

- c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

6. Environmental Permitting

- a. Construction is not anticipated to take place within the 100 foot wetland buffer area or any other environmentally sensitive locations and therefore environmental permitting is not anticipated for this project.

7. Right-of-Way

- a. The proposed construction is anticipated to take place within the existing right-of-way or within the town own parcel. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget.

8. Meetings

- a. One (1) project coordination meeting with the Town, the project team, and/or abutting property owners is anticipated. Public meetings and PowerPoint presentations are not anticipated to be necessary for this project.
- b. It is anticipated that up to two (2) conference calls will take place to resolve any outstanding comments or issues.

FEE

The above Scope of Services is estimated at the lump sum fee of **\$43,300** based on the following Fee

Schedule:

Fee Schedule

Topographic Survey & Base Plan Preparation (<i>subconsultant</i>)	\$5,900.00
Aerial Base Plan Preparation & Site Visits	\$3,700.00
Preliminary Design	\$9,200.00
Final Design	\$5,400.00
Lighting Design & Photometric Plan (<i>subconsultant</i>)	\$10,900.00
Bid Document Preparation	\$5,900.00
Meeting/Conference Calls/Coordination	<u>\$2,300.00</u>

Town of Natick, Massachusetts
CONTRACT FOR THE PROCUREMENT OF ENGINEERING SERVICES FOR THE
COMPLETE STREETS TIER 3 PROJECT IN THE TOWN OF NATICK

\$ 43,300

Direct expenses incurred in conjunction with the performance of the above work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Stacey Seward	CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Indemnity Co of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co.</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of CT	25682	INSURER B : Travelers Indemnity Co America	25666	INSURER C : Travelers Indemnity Co.	25658	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Co of CT	25682														
INSURER B : Travelers Indemnity Co America	25666														
INSURER C : Travelers Indemnity Co.	25658														
INSURER D : XL Specialty Insurance Company	37885														
INSURER E :															
INSURER F :															
INSURED Environmental Partners Group, Inc. 1900 Crown Colony Dr.Suite 402 Quincy, MA 02169															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6802J049788	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA3G197927	06/13/2018	06/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP6572Y321	06/13/2018	06/13/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6K138549	06/13/2018	06/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng.Prof.Liab Incl.PollutionLiab			DPR9927526	06/18/2018	06/18/2019	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:Engineering Services Contract/Tier 3 Complete Streets Engineering
 The Town of Natick is included as additional insured on general, auto & umbrella liability policies as required by written contract.
 30 days notice of cancellation is provided.

CERTIFICATE HOLDER**CANCELLATION**

TOWNN27 Town of Natick c/o Natick DPW 75 West Street Natick, MA 01760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stacey Seward
--	--

