

# TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Select Board  
James Errickson, Town Administrator  
Jon Marshall, Deputy Town Administrator - Operations  
Mark Coviello, P.E., Special Projects Engineer

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** February 17, 2023

**SUBJECT: CONTRACT AWARD**  
**First Amendment/Contract for Investigatory, Remediation, and Compliance Services for the Willow Street Project in the Town of Natick**

The Town of Natick and Civil and Environmental Consultants (CEC) are parties to a contract, dated January 27, 2021, which was entitled "Contract for Investigatory, Remediation, and Compliance Services for the Willow Street Project in the Town of Natick."

As brought forth by the Administration, the project has necessitated certain additional services not performed in the first year of the Contract. These are outlined in the attached First Amendment to Contract.

State statute exempts the procurement of these types of additional professional planning 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.

CEC is a responsible and responsive firm and has offered what the Administration considers to be a reasonable sum for the purposes.

We respectfully request that Natick Select Board award CEC the attached First Amendment to perform the services outlined in Attachment A-1 and A-2 (created by the First Amendment) to the Contract, as, for the hourly rates specified therein. The total present revised price cap, as amended, will be \$83,314.00 (\$29,500.00 for services previously set forth in Attachment A1 + \$53,814.00 for newly set forth additional services).

The funding to cover this comes from the following sources:

00020597-520900 SATM 18 (\$29,500) - (CONTRACT WORK TO DATE.)

00020597-520900 - A26 SPG 18 - CSX Rt of Way - \$63,518.51 and 0112302-520308 - Consultant Assistant  
- (SOURCE FOR FIRST AMENDMENT WORK,) Line Items \$50,000.00  
Available.

**TOWN OF NATICK, MASSACHUSETTS  
FIRST AMENDMENT TO CONTRACT FOR INVESTIGATORY, REMEDIATION, AND  
COMPLIANCE SERVICES  
FOR THE WILLOW STREET PROJECT IN THE TOWN OF NATICK**

This First Amendment to Contract for Investigatory, Remediation, and Compliance Services for the Willow Street Project in the Town of Natick is made this eighth day of March 2023, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” the “Town,” or the “Owner”), and Civil & Environmental Consultants, Inc., 333 Baldwin Road, Pittsburgh, PA 15222 (hereinafter the “Contractor”).

WHEREAS, the Town and the Contractor (hereinafter, collectively “the Parties”) are parties to a contract entitled “Contract for Investigatory, Remediation, and Compliance Services for the Willow Street Project in the Town of Natick,” dated January 27, 2023 (hereinafter “the Contract”);

WHEREAS, in the course of the performance of the work under the Contract, certain additional services have become necessary to fulfill the Town’s objective in ensuring the Willow Street Project in the Town of Natick;

WHEREAS, the Town desires the Contractor to perform such additional services;

WHEREAS, such additional services, like the original services that served as the subject matter of the Contract, are exempt from the provisions of the Commonwealth of Massachusetts Uniform Procurement Act (M.G.L. c. 30B), by virtue of M.G.L. c. 30B, sec. (1)(b)(32A) (a provision that exempts the services of “architects, engineers, and related professionals” for horizontal construction projects); and

WHEREAS, the Parties have agreed that, for economic purposes, it makes the most sense for the Contractor to perform such additional services.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the Contract as follows:

1. In Section 1 of the Contract, entitled “Scope,” strike the existing language and replace with the following text: “In consideration of the obligations herein contained, the Contractor shall provide investigatory, remediation, and compliance services for the Willow Street Project in the Town of Natick, as set forth in Attachment A1 and Attachment A2, as amended to date.”
2. In Section 3 of the Contract, entitled “Time,” strike the existing language and replace with the following text: “The term of this Contract shall commence as of the date in the opening recital and shall end four (4) years later.”

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3. In Section 5 of the Contract, entitled “Payment,” strike the existing first sentence and replace with the following text: “In consideration of the performance of the Work in accordance with the Provisions of this Contract, as amended, the Town shall pay to the Contractor the hourly rates, on a time and materials basis, as set forth in Attachment A1 and in Attachment A2; provided, however, that the fee for such services shall not exceed eighty-three thousand three hundred fourteen dollars and zero cents (\$83,314.00).”
4. After existing Attachment A1, insert a new Attachment A2, which shall read as follows:

“ATTACHMENT A2

SUPPLEMENTARY SCOPE OF SERVICES

1.0 BACKGROUND

The Town of Natick is currently evaluating property located on Willow Street in Natick (the Property). The Town was previously informed by the Massachusetts Bay Transportation Authority (MBTA), through its contractor, that the Property is the location of a release of polychlorinated biphenyls (PCBs). The Release is currently known to be present on property adjacent to an MBTA rail line that is part of a rail trail that is under construction. The Town is the owner of the Property. CEC, on behalf of the Town, performed soil assessment activities and confirmed that the soil on the Town Property contains concentrations of PCBs that required notification to the Massachusetts Department of Environmental Protection (MassDEP). On August 20, 2020, the Town submitted a Release Notification Form (RNF) to MassDEP via their online filing system. On September 3, 2020, MassDEP issued the Town of Natick a Notice of Responsibility (NOR) indicating that the Town is a potentially responsible party (PRP) for the Release, to which it has assigned Release Tracking Number (RTN) 3-0036435.

CEC has prepared a Release Abatement Measure (RAM) Plan that has been submitted to MassDEP and the United States Environmental Protection Agency (USEPA) and subsequently approved on November 22, 2021. The RAM Plan provides details regarding the excavation of approximately 150 cubic yards of soil from the Town Property at the terminus of Willow Street; post-excavation soil sample collection and analysis to confirm that the removal of the PCB-impacted soil is complete; transport and off-site disposal of the PCB impacted soil; placement of clean backfill to achieve necessary construction grades; and restoration of the excavation area. The goal of the excavation is to achieve a Partial Permanent Solution for the portion of the Disposal Site owned by the Town.

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On behalf of the Town, CEC prepared and submitted RAM Status Report No. 1 on March 1, 2022, and RAM Status Report No. 2 on September 12, 2022.

The Town has engaged CEC to provide Licensed Site Professional (LSP) services related to necessary response actions, communications, and compliance with MassDEP requirements. Initial activities have included the following: MassDEP and USEPA Compliance reporting; communications/meetings with MassDEP; coordination/meetings with Town officials; and coordination with MBTA, Massachusetts Department of Transportation (MassDOT), and contractor(s) as necessary.

## 2.0 SCOPE OF SERVICES

CEC will continue to provide the necessary LSP services and consulting services related to the Release on the Property as described below. The scope provided herein is intended to address the actions required to assist the Town with solicitation and selection of a remediation contractor; complete the excavation of contaminated soil and other RAM activities; coordination with various parties including regulatory agencies, MassDOT, MBTA and their contractors; and compliance with regulatory timelines and submittals. The anticipated tasks necessary to complete these services are provided below.

### Task 1(A): Remedial Excavation Planning and Correspondence

This includes project management, planning, and correspondence with various parties, including the Town, MBTA, Contractor(s), MassDOT, and regulatory agencies, among others required to plan for the remedial excavation. This task also includes preparation of the necessary documentation to support acceptance of the PCB-contaminated soil at a licensed treatment and/or disposal facility. This task assumes up to six (6) one (1)-hour conference calls and two (2) one (1)-hour on-site meetings.

### Task 2(A): Technical Specifications and Procurement

CEC will prepare technical specifications and bid documents for use in the bidding and performance of the RAM. CEC will assist the Town in procuring a qualified contractor to perform the remedial activities.

#### Technical Specifications:

CEC will provide technical specifications for the site work outlined in the approved RAM. The specifications will include necessary information for site related items for bidding and implementation by the selected contractor(s). The specifications will be formatted using the Construction Specification Institute (CSI) Master Format numbering system.

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**Bid Documents:**

CEC will incorporate the technical specifications sections into the master specifications and bid documents. It is assumed that the Division 00, 01, or other non-technical sections compiled by the Town for the Oak Street Project have remained fundamentally unchanged and can be utilized for this scope of work.

A draft copy of the technical specifications and bid documents will be provided to the Town for their review and comments. One round of edits is included. Upon Town approval, the documents will be finalized and published for bidding purposes.

**Bidding Coordination:**

CEC will attend a Pre-Bid Conference/Bid Site Walk with the Town and prospective bidders. To aid the Town in obtaining competitive bids or negotiated proposals, CEC will provide the following, relative to the proposed site work:

- Confirm responsiveness of bids or proposals;
- Prepare responses to questions from prospective bidders;
- Provide clarifications and interpretations of the technical specifications and bid documents, if required, to all prospective bidders in the form of addenda;
- Aid the Town in considering requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
- Aid the Town with contractor selection and award.

Lastly, this task also includes updating the Property-specific Health and Safety Plan for CEC personnel to utilize during the RAM activities.

**Task 3(A): Construction Phase Contractor Management & Submittal Review**

Subsequent to selection of a Contractor (or Contractors) by the Town, CEC will review the respective Contractor submittals for completeness. The technical submittals to be reviewed and approved will be at a minimum those required by the technical specifications package.

In addition to technical submittals provided by the Contractor(s), CEC will also provide financial review services on behalf of the Town by reviewing the Contractor invoices submitted for payment.

If requested by the Town, CEC will attend additional project meetings on a time and materials basis in accordance with the attached Rate Schedule.

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Task 4(A): Remedial Excavation Coordination and Oversight

This task includes coordination and scheduling of the remedial excavation and up to seven (7) standard work days of field oversight of remedial excavation activities, including observing the off-site transport and disposal of the soil. This task also includes collection and laboratory analysis of post-excavation soil sidewall samples and bedrock base samples to ensure that the PCB-impacted soil has been removed from the Property according to the RAM Plan. The excavated soils will be stockpiled on Property and placed on and covered with poly sheeting by the Contractor(s). CEC will collect one (1) composite waste characterization sample from the stockpile for waste characterization. The excavation will be backfilled and compacted with clean fill provided by the Contractor(s). As required by USEPA, four (4) air (dust) monitoring devices have been included in this proposal for three weeks each (assuming the seven (7) days of field work are not consecutive).

Note that this does not include costs associated with CEC subcontracting an excavation contractor or actual costs associated with transportation and disposal of the soil, as it is assumed that these services will be performed by Contractor(s) directly contracted by the Town.

Task 5(A): Regulatory Reporting and Closure Documentation

This task includes regulatory post-excavation sample data review and the preparation of a RAM Completion Report and Partial Permanent Solution Statement (PSS) for submittal to MassDEP and USEPA, documenting the removal of the PCB-contaminated soil from the Town Property and achievement of a condition of No Significant Risk for the portion of the Release on the Town Property. This assumes that one report will be sufficient to satisfy both regulatory agencies.

Task 6(A): RAM Status Report No. 3

This task includes preparation of RAM Status Report No. 3 (due March 1, 2023) for submittal to MassDEP and USEPA.

Task 7(A): Fencing and Demobilization

This task includes the cost of monthly fence rental to prevent pedestrian and trespassers from entering the Property. The extension of the fence rental is from January 2023 through June 2023 and includes the cost of demobilization.

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3.0 PROJECT COSTS

CEC will undertake this assignment on a time and material basis in accordance with its current category rates, a copy of which is attached. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 15% administrative fee. The estimated cost for reimbursable expenses has been included in the various tasks identified above.

CEC believes this scope can be implemented for the estimated costs provided below.

Task 1(A): Remedial Excavation Planning and Correspondence

Project Meetings / Calls	\$2,214
Soil Removal Coordination	\$3,100
Subtotal	\$5,314

Task 2(A): Technical Specifications and Procurement

Technical Specifications	\$4,600
Bid Documents	\$2,800
Bidding Coordination	\$4,400
Subtotal	\$11,800

Task 3(A): Construction Phase Contractor Management & Submittal Review

Construction Phase Contractor Management & Submittal Review	\$2,100
Subtotal	\$2,100

Task 4(A): Remedial Excavation Coordination and Oversight

Field Services, Equipment and Task Coordination/Management	\$17,400
Estimated Laboratory Analytical Cost	\$5,600

(Assumes 37 post-excavations samples for PCB analysis with 3-day TAT)



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Subtotal \$23,000

Task 5(A): Regulatory Reporting and Closure Documentation

RAM Completion Report & Partial Permanent Solution Statement  
\$5,100

(Assumes preparation of 1 report for submittal to both MassDEP & USEPA)  
Subtotal \$5,100

Task 6(A): RAM Status Report No. 3

RAM Status Report No. 3 \$3,000

(Assumes preparation of 1 report for submittal to both MassDEP & USEPA)  
Subtotal \$3,000

Task 7(A): Fencing and Demobilization

Fencing Demobilization \$1,800  
Monthly Fence Rental (July 2022 - June 2023)  
\$1,700

Subtotal \$3,500

TOTAL ESTIMATED FEE \$53,814.00

#### 4.0 ASSUMPTIONS

CEC has assumed the following in developing this scope of work and cost estimate:

- Remedial excavation can be an iterative process. Additional excavation, other than what is proposed herein, may be required based upon the confirmatory sample analytical results.
- Costs associated with actual excavation of the soil are not included, as it is assumed that these services will be performed by others.
- Costs for transportation and disposal of remediation waste are not included, as it is assumed that these services will be performed by others.

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- Groundwater assessment is not included in this proposal.
  - Dewatering, water management, and off-site disposal will not be required.
  - All invoices for CEC Project No. 302-496 through Invoice No. 349089 dated January 23, 2023 have been previously paid by the Town and have been excluded from this estimated cost.
  - The excavation activities will not extend to depths that will impact the structural integrity of the small building located adjacent to the proposed excavation area. No structural assessment or shoring/support considerations are included in this proposal.
  - The samples will be submitted for 3-day expedited turnaround time (TAT). The additional costs for the expedited TAT are included in this proposal.
  - The existing data will not suffice for waste disposal facility review, so one waste characterization sample is included.
  - One cleanup plan was submitted to both MassDEP and USEPA and approved by both (with minor modifications). Likewise, one closure document, and one RAM Status Report No. 3(due March 1, 2023) are also proposed to be submitted to both agencies.
  - Preparation of RAM Status Report No. 4 (due September 1, 2023) will not be necessary because the schedule will allow for the RAM Completion Report to be submitted before RAM Status Report No. 4 is due.
- 
- Additional permits, beyond any approvals necessary from MassDEP and USEPA, are not identified in this proposal and are not included.
  - Any supporting land survey services, if needed, will be provided by others.

**5.0 SCHEDULE**

CEC is prepared to conduct the above tasks once a schedule has been determined by the Town of Natick and the contractor performing the remedial excavation.”

5. Except as provided herein, the remainder of the provisions of the Contract shall remain in full force and effect.

Executed under seal as of the date in the opening recital hereof.

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Town of Natick, Massachusetts

Civil & Environmental Consultants, Inc.

by: The Natick Select Board

by:

\_\_\_\_\_  
Paul R. Joseph, Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael J. Hickey, Jr., Vice Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Bruce T. Evans, Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Kathryn M. Coughlin

\_\_\_\_\_  
Richard Sidney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Michelle L. Laramée  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

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CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 20 \_\_\_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

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

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR INVESTIGATORY, REMEDIATION, AND COMPLIANCE SERVICES  
FOR THE WILLOW STREET PROJECT IN THE TOWN OF NATICK**

This Contract is made this twenty-seventh day of January, 2021, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Civil & Environmental Consultants, Inc., 333 Baldwin Road, Pittsburgh, PA 15222 (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 investigatory, remediation, and compliance services for the Willow Street project in the Town of Natick, as set forth 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 hourly rates, on a time and materials basis, as set forth in Attachment A1; provided, however, that the fee for such services shall not exceed twenty-nine thousand five hundred dollars and zero cents (\$29,500.00).

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

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

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

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

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

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

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

6. Warranty

DELETED/NOT APPLICABLE.

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

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considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

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

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



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the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.

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

9. Indemnification

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

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property damage suffered by either party or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

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

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

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

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in the Town.

17. Criminal Background Screening

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

18. *Delays/Force Majeure*

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

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

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

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

20. Notices

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

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

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

If to the Contractor: President  
Civil & Environmental Consultants, Inc.  
333 Baldwin Road  
Pittsburgh, PA 15222.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance,

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non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 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.

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- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- l. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- m. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- n. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- o. This Contract may be amended only by written consent of the parties.
- p. This Contract constitutes the entire agreement of the parties and any other 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

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provisions of this Contract.

- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

22. **Limitation of Damages**

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

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**TOWN OF NATICK, MASSACHUSETTS  
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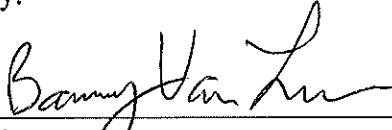
The Town of Natick, Massachusetts

Civil & Environmental Consultants, Inc.

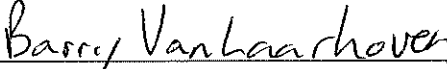
by: the Natick Select Board

by:

\_\_\_\_\_  
Jonathan H. Freedman, Chairman

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Karen Adelman-Foster, Vice Chairman

  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Richard P. Jennett, Jr., Clerk

Vice President  
\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Michael J. Hickey, Jr.

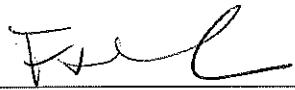
\_\_\_\_\_  
Susan G. Salamoff

Dated: \_\_\_\_\_

Dated: 2/12/21

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

  
\_\_\_\_\_  
Arti P. Mehta **FRANCESSE DORVAL**  
interim Comptroller, Town of Natick

Dated: 3/4/21

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

-KLN- per attached email. By: BRL

4/2/21

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_



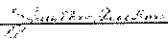
**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR INVESTIGATORY, REMEDIATION, AND COMPLIANCE SERVICES  
FOR THE WILLOW STREET PROJECT IN THE TOWN OF NATICK**

The Town of Natick, Massachusetts

Civil & Environmental Consultants, Inc.

by: the Natick Select Board

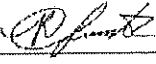
by:

  
Jonathan H. Freedman, Chair

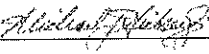
Signature

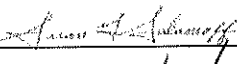
  
Karen Adelman-Foster, Vice Chair

Printed Name

  
Richard P. Jennett, Jr., Clerk

Printed Title

  
Michael J. Hickey, Jr.

  
Susan G. Salamoff  
Dated: 3/11/21

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Arti P. Mehta  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Karis L. North, Esq.

Dated: \_\_\_\_\_

**TOWN OF NATICK, MASSACHUSETTS  
CONTRACT FOR INVESTIGATORY, REMEDIATION, AND COMPLIANCE SERVICES  
FOR THE WILLOW STREET PROJECT IN THE TOWN OF NATICK**

**CERTIFICATE OF VOTE**

I, Mary Guinee, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting Secretary of \_\_\_\_\_  
Civil & Environmental Consultants, Inc. (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on Feb  
12 2021, at which meeting all Directors were present and voting, the following vote was  
unanimously passed:

VOTED: To authorize and empower either  
Barry VanLarhoven Vice President ;  
(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 15 day of Feb, 2021 and has  
not been changed or modified in any respect.

Mary J. Guinee  
Signature

Mary J. Guinee  
Printed Name

Corporate Secretary  
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  
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ATTACHMENT A -1.

The Contractor (Civil & Environmental Consultants (“CEC”)) shall furnish investigatory, remediation, and compliance services for the Willow Street project in the Town of Natick as follows:

**1.0 BACKGROUND**

The Town of Natick is currently evaluating property located on Willow Street in Natick (the Property). The Town was previously informed by the Massachusetts Bay Transportation Authority (MBTA), through its contractor, that the Property is the location of a release of polychlorinated biphenyls (PCBs). The release is currently known to be present on property adjacent to an MBTA rail line that is part of a rail trail that is under construction. The Town is the owner of the Property. CEC, on behalf of the Town, performed soil assessment activities and confirmed that the soil on the Town Property contains concentrations of PCBs that required notification to the Massachusetts Department of Environmental Protection (MassDEP). On August 20, 2020, the Town submitted a Release Notification Form (RNF) to MassDEP via their online filing system. On September 3, 2020, MassDEP issued the Town of Natick a Notice of Responsibility (NOR) indicating that the Town is a potentially responsible party (PRP) for the release, to which it has assigned Release Tracking Number (RTN) 3-0036435.

The Town has engaged CEC to provide Licensed Site Professional (LSP) services related to the necessary response actions, communications, and compliance with MassDEP requirements. Initial activities have included the following: collection and laboratory analysis of shallow soil samples to determine the extent of impact across the Property; release reporting; communications/meetings with MassDEP; coordination/meetings with Town officials; and, coordination with MBTA and MassDOT.

**2.0 SCOPE OF SERVICES**

CEC will continue to provide the necessary LSP services and consulting services related to the release on the Property on an as needed basis. The scope provided herein is intended to address the actions required to complete the Site assessment; excavation of contaminated soil; coordination with various parties including regulatory agencies, MassDOT, MBTA and their contractors; and, compliance with regulatory timelines and submittals. The anticipated tasks necessary to complete these services are provided below.

**TOWN OF NATICK, MASSACHUSETTS  
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**Task 1: Additional Assessment**

This includes performance of additional soil assessment activities, including one (1) day of test pit excavation, soil sample collection, and laboratory analysis for PCBs. One (1) representative soil sample will also be submitted for analysis for disposal characterization parameters (as to be determined through communication with the proposed disposal facility(s)). This assumes that the Town Property line will be surveyed (if necessary) and staked by others.

**Task 2: Remedial Excavation Planning**

This includes data review, and preparation of a Release Abatement Measure Plan to be submitted to MassDEP and the USEPA in November 2020. Note that this assumes that the RAM Plan, with some minor edits and additions, will be suitable for submittal to the USEPA to satisfy the requirements for a self-implementing cleanup under the Toxic Substances Control Act (TSCA). The RAM Plan will provide details regarding the excavation of approximately 150 cubic yards of soil from the Town Property at the terminus of Willow Street; post-excavation soil sample collection and analysis to confirm that the removal of the PCB impacted soil is complete; transport and off-site disposal of the PCB impacted soil; placement of clean backfill to achieve necessary construction grades; and, restoration of the area of excavation. The goal of the excavation is to achieve a partial Permanent Solution for only the portion of the Disposal Site owned by the Town.

This task also includes preparation of the necessary documentation to support acceptance of the PCB-contaminated soil at a licensed treatment and/or disposal facility.

This task also includes the project management, coordination with various parties, including the Town, MBTA, DOT and regulatory agencies, among others required to plan for the remedial excavation.

**Task 3: Remedial Excavation Coordination and Oversight**

This task includes coordination and scheduling of the remedial excavation and up to one (1) week (five (5) days) of field oversight of remedial excavation activities, including ensuring the off-site transport and disposal of the soil. This also includes collection and laboratory analysis of post-excavation soil samples to ensure that the PCB-impacted soil has been removed from the Property.

Note that this does not include costs associated with contracting with an excavator or actual costs associated with transportation and disposal of the soil, as it is assumed that these will be performed by others.

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**Task 4: Regulatory Closure Documentation**

This task includes post-excavation sample data review and the preparation of a RAM Completion Report and Permanent Solution Statement (PSS) for submittal to MassDEP and the USEPA, documenting the removal of the PCB-contaminated soil from the Town Property and achievement of a condition of No Significant Risk for the portion of the release on the Town Property. This assumes that one report will be sufficient to satisfy both regulatory agencies.

**3.0 PROJECT COSTS**

CEC will undertake this assignment on a time and material basis in accordance with our current category rates, a copy of which is attached. Reimbursable expenses, including subcontracted services, will be invoiced at cost plus a 15% administrative fee. The estimated cost for reimbursable expenses has been included in the various tasks identified above.

CEC believes this scope can be implemented for the estimated costs provided below.

**TOWN OF NATICK, MASSACHUSETTS  
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**Task 1: Additional Assessment**

<u>          </u> Field Services and Task Coordination/Management	\$2,200
Estimated Laboratory Analytical Costs	<u>\$1,800</u>
(Assumes ten (10) samples for PCB analysis & one (1) for disposal characterization)	
<b><i>Subtotal</i></b>	<b><i>\$4,000</i></b>

**Task 2: Remedial Excavation Planning**

<u>          </u> RAM/TSCA Cleanup Plan and Task Coordination/Management	\$5,000
<u>          </u> Soil Disposal Documentation/Coordination	<u>\$3,000</u>
<b><i>Subtotal</i></b>	<b><i>\$8,000</i></b>

**Task 3: Remedial Excavation Coordination & Oversight**

<u>          </u> Field Services and Task Coordination/Management	\$9,000
Estimated Laboratory Analytical Cost	<u>\$2,000</u>
(Assumes 20 post-excavations samples for PCB analysis)	
<b><i>Subtotal</i></b>	<b><i>\$11,000</i></b>

**Task 4: Regulatory Closure Documentation**

<u>          </u> RAM Completion Report & Permanent Solution Statement	\$5,000
LSP Services, Task Coordination/Management	<u>\$1,500</u>
<u>          (Assumes preparation of 1 report for submittal to both MassDEP &amp; USEPA)</u>	
<b><i>Subtotal</i></b>	<b><i>\$6,500</i></b>
<b>TOTAL ESTIMATED FEE</b>	<b>\$29,500</b>

**Estimated Soil Transportation and Disposal Costs**

Based on our knowledge of conditions on the Property, experience with similar projects, and information provided by a transportation and disposal contractor, CEC has estimated that the cost to transport and dispose of the soil at an appropriately licensed facility may range up to approximately \$50,000-\$60,000. CEC understands that this portion of the work may be performed by others and only provides this for informational purposes. CEC will continue to evaluate any potential cost savings related to the transportation and disposal of the soil.

**TOWN OF NATICK, MASSACHUSETTS  
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**4.0 ASSUMPTIONS**

CEC has assumed the following in developing this scope of work and cost estimate:

- Assessment is an iterative process. Additional assessment, other than what is proposed herein, may be required by MassDEP and/or USEPA.
- Costs associated with actual excavation of the soil are not included, as it is assumed that this will be performed by others.
- Estimated cost of transportation and disposal of remediation waste is provided for planning purposes but is not included.
- One cleanup plan is proposed (with minor modifications) to be submitted to both MassDEP and USEPA. Likewise, one closure document is also proposed to be submitted to both agencies.
- Additional permits, beyond any approvals necessary from MassDEP and USEPA, are not identified in this proposal and are not included.
- Any supporting land survey services, if needed, will be provided by others.

**5.0 SCHEDULE**

We have begun work on this project pursuant to your request. CEC anticipates conducting Task 1 during the first or second week of November 2020 and intends to submit the RAM Plan and TSCA Cleanup Plan within three weeks of obtaining authorization to proceed with that task.

**TOWN OF NATICK, MASSACHUSETTS  
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 FOR THE WILLOW STREET PROJECT IN THE TOWN OF NATICK**

<b>Civil &amp; Environmental Consultants, Inc. Rate Schedule</b>		
<b>Description</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Clerical	70.00	
Administrative Manager	90.00	
Engineering Aide	68.00	
CADD	85.00	
CADD Designer	95.00	
Technician I (Tech 1)	63.00	95.00
Technician II (Tech 2)	80.00	120.00
Field Superintendent/Foreman (Tech 3)	95.00	142.00
CQA Field Technician I	78.00	
CQA Field Technician II	85.00	
Environmental Scientist	90.00	
Staff Consultant/Scientist	97.00	
Project Consultant/Scientist	102.00	
Assistant Project Manager	117.00	
Project Manager I	127.00	
Project Manager II	138.00	
Project Manager III	148.00	
Licensed Site Professional	173.00	
Senior Project Manager	178.00	
Principal	193.00	
Other Outside Services, Direct Costs	Cost plus 15%	Cost plus 15%
Mileage	IRS Rate	IRS Rate
<u>S u b c o n t r a c t o r s</u>	Cost plus 15%	Cost plus 15%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2020

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 have ADDITIONAL INSURED provisions or 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 Edgewood Partners Insurance Center, Inc.  
301 Grant Street, Suite 470  
Pittsburgh, PA 15219

CONTACT NAME:  
PHONE (A/C, No, Ext): FAX (A/C, No):  
E-MAIL ADDRESS:

INSURED Civil & Environmental Consultants, Inc.  
333 Baldwin Road  
Pittsburgh PA 15205

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 58710613

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:			GL5268168	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489661	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP41M93663-20	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	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	WC15893683	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

195-909 Natick - 90 Oak Street - Town of Natick is included as an additional insured as it relates to the general liability and auto liability in accordance with the terms and conditions of the policy and as required by contract. Umbrella follows for as it relates to additional insureds. The above coverage is primary and non-contributory. A 30 day notice of cancellation is provided.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Natick  
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

Sean Andreas

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ACORD 25 (2016/03)

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Terra Insurance Company  
(A Risk Retention Group)  
Two Fifer Avenue, Suite 100  
Corte Madera, CA 94925



DATE  
11/11/20

**CERTIFICATE OF INSURANCE**

**CERTIFICATE HOLDER**

Town of Natick  
Attn: Melissa Malone  
75 West Street  
Natick, MA 01760

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

**TYPE OF INSURANCE** Professional Liability

<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>
220127	01/01/20	12/31/20

**LIMITS OF LIABILITY** \$1,000,000 EACH CLAIM  
\$2,000,000 ANNUAL AGGREGATE

**PROJECT DESCRIPTION**

Project Number: 195-909  
Project Name: Natick - 90 Oak Street

**CANCELLATION:** If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

**NAME AND ADDRESS OF INSURED**

Civil & Environmental Consultants, Inc.  
333 Baldwin Road  
Pittsburgh, PA 15205-9702

**ISSUING COMPANY:**

TERRA INSURANCE COMPANY  
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read "David Collette".

President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Edgewood Partners Insurance Center, Inc. 301 Grant Street, Suite 470 Pittsburgh, PA 15219	<b>CONTACT NAME:</b> Michele Kissel <b>PHONE (A/C, No, Ext):</b> 412-274-1715 <b>E-MAIL ADDRESS:</b> Michele.kissel@epicbrokers.com	<b>FAX (A/C, No):</b> 412-927-1272
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Civil & Environmental Consultants, Inc. 333 Baldwin Road Pittsburgh PA 15205	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA	<b>NAIC #</b> 19445
	<b>INSURER B:</b> Travelers Property Casualty Co of Amer	<b>NAIC #</b> 25674
	<b>INSURER C:</b> New Hampshire Insurance Company	<b>NAIC #</b> 23841
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 60518203

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:	<input checked="" type="checkbox"/>	GL5268168	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	CA4489661	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	ZUP41M93663-20	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
C	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 <input checked="" type="checkbox"/> N N/A		WC15893683	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

302-496 Willow Street - PCB Issues - Town of Natick is included as an additional insured as it relates to the general liability and auto liability in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. Coverage is primary and non-contributory. A 30 day notice of cancellation is provided.

**CERTIFICATE HOLDER**

Job #302-496  
 Town of Natick  
 Attn: Procurement  
 75 West Street  
 Natick MA 01760

**CANCELLATION**

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

Sean Andreas

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