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## TOWN OF ANDOVER

### CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

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DATE: 10/12/2021

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

Fuss & O'Neill  
1550 Main Street  
Suite 400  
Springfield, MA 01103  
413-452-0445

1. This is a Contract for the procurement of the following: To provide an assessment of properties along the Shawsheen River to identify and prioritize parcels for future land acquisition, with the goal of increasing climate and flood resiliency. Scope of Services is hereby attached and made part of these Contract Documents. This project is funded through a FY22 Municipal Vulnerability Preparedness Program Action Grant awarded to the Town of Andover.
  
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$139,700.00**  
One Hundred Thirty-Nine Thousand Seven Hundred Dollars and zero cents.
  
3. Payment will be made as follows: within 30 days of detailed invoice, monthly based on percent of the project completed.
  
4. Definitions:
  - 4.1 Acceptance: All Contracts require proper acceptance of the described deliverables or services by the Town of Andover. Proper acceptance shall be understood to include inspection of deliverables and certification of acceptable performance for services by authorized representatives of the Town to insure that the deliverables or services are complete and are as specified in the Contract.
  
  - 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, Request for Qualifications, Scope of Services, and all Addenda. The Contract documents are complementary, and what is called for by any one shall be as binding as if

called for by all. The intention of this Contract is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor. There is no relationship of employment or agency between the Town, on the one hand, and the Contractor on the other, and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationship.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, Materials or other Deliverables.
- 4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before October 31, 2021, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges. When the amount of the Accountant’s certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination:

a. Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

b. For Cause. If the Contractor is determined by the Town to be in default of any term or condition of Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

c. Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal and/or state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.*: Public Buildings Contracts.

General Laws Chapter 7, Sections 38A ½ - O: Designer Selection

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

10.5 Any changes to the Scope of Services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Assignment:

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

16. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

17. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

18. Indemnification:

The Contractor shall indemnify, defend, and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) incurred by, brought or recovered against them that may arise in whole or in part out of or in connection with the services being performed or to be performed, and out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

A hard copy and an electronic copy (if requested by the Town) of Contractor's drawings, plans, specifications and other similar documents, whether in written, graphic or electronic form, shall be delivered to the Town. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this contract including the right to use same on any other Town projects without additional cost to the Town; and with respect thereto the Contractor agrees and hereby grants to the Town an irrevocable royalty-free license to all such data which the Contractor may cover by copyright and to all designs as to which it may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall not be responsible for changes made in the documents by others without the Contractor's authorization, nor for the Town's use of the document on projects other than the

project which is the subject of this Contract, unless this is a contract for design services for a master plan or prototype.

20. Confidentiality

The Contractor shall comply with M.G.L. ch. 66A if the Contractor becomes a “holder” of “personal data”. The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor’s possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town’s public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor’s regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

23. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

24. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

29. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

30. Binding on Successors:

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

31. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

32. Contractor Certifications

32.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

32.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.

32.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

32.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

32.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. ch. 29, §29F, M.G.L. ch. 30, §39R, M.G.L. ch. 149, §27C, M.G.L. ch. 149, §44C, M.G.L. ch. 149, §148B and M.G.L. ch. 152, §25C.

33. Contract Amendments:

Any change in the scope of services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

34. Minimum Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

35. Insurance:

The Contractor shall obtain and maintain the following insurance:

35.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

35.2 Broad Form Commercial General Liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, or such higher amount as the Town may require, and which shall cover bodily injury, death, or property damage arising out of the work.

35.3 Automobile Liability Insurance, including coverage for owned, hired or borrowed vehicles with limits of at least \$1 Million each person/each occurrence or a combined single limit of \$1 Million.

35.4 Professional Liability Insurance covering errors, omissions and acts of the Contractor or of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal one million dollars or such larger amounts as the Town may require for the applicable period of limitations, which coverage shall be maintained for a period of at least three (3) years after the date of the final payment by the Town. The Contractor shall obtain such insurance coverage at its own expense and provide certificates of insurance to the Town at least 7 days prior to the execution of the Contract by the Town.

35.5 The intent of the Contract provisions regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.


35.6 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this contract for the duration of the contract must be submitted to the Town at least 7 days prior to execution of this Contract by the Town with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit certified copies of all policies to the Town within 7 days of such a request. All insurance companies shall be authorized by the Massachusetts Commissioner of Insurance to do business in the Commonwealth of Massachusetts.

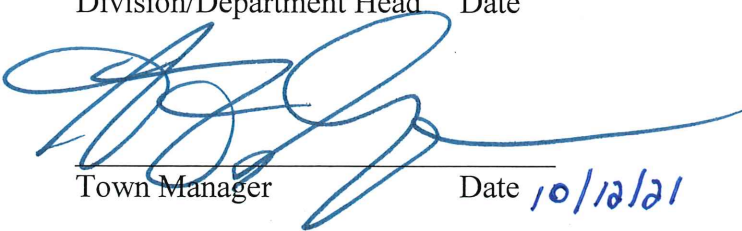
- 35.7 The Town and its employees and officials shall be named as an additional insured on the above- referenced liability policies with the exception of the Professional Liability policy and the Contractor's insurance coverage shall be primary and non-contributory with respect to any other coverage available to additional insureds. The certificate of insurance shall so state the foregoing. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 35.8 The above referenced Liability policies (General Liability, Auto Liability, and Workers Compensation) shall include a Waiver of Subrogation endorsement in favor of the Town. The certificate of insurance shall so state the foregoing.
- 36.9 The General Liability and Automobile Liability shall be written on an occurrence basis.
- 36.10 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 36.11 Coverages are to be maintained for a period of 3 years after final payment.
- 36.12 Contractual liability must recognize the indemnity contained in this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

  
 Division/Department Head      Date 10/4/2021

  
 Town Manager      Date 10/12/21

FVSS & O'NEILL INC.  
 Company Name

 9/23/21  
 Signature      Date

Therese Reynolds 10/14/21  
 Purchasing Agent      Date

Eric M Bernardin, Vice President  
 Print Name & Title

APPROVED AS TO FORM:

Thomas J. Di...  
Town Counsel

10/12/21  
Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

531122-4600 STATE REIMBURSEMENTS  
531122-5189 UNCLASS PAYROLL  
531122-5700 UNCLASS EXP  
623304-5700 UNCLASS EXP  
623303-5700 UNCLASS EXP

[Signature]  
Town Accountant

10/12/21  
Date

**CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_ held on \_\_\_\_\_ at which all the  
Directors were present or waived notice, it was voted that \_\_\_\_\_,  
\_\_\_\_\_ of this company, be and he/she hereby is authorized to execute  
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal  
thereto, and such execution of any contract or obligation in this company's name on its behalf  
by \_\_\_\_\_, shall be binding upon this company.

A TRUE COPY ATTEST:

\_\_\_\_\_  
Clerk,

Date of this Contract  
  
\_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_, that  
\_\_\_\_\_ is duly elected \_\_\_\_\_ of said  
company, and the above vote has not been amended or rescinded and remains in full force and  
effect as of the date of this contract.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written  
request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this  
bid/written request/quotation form. If attesting clerk is the same person as the individual  
executing this contract, have signature notarized above.





FUSS & O'NEILL

### Certification of Corporate Resolution

I, Amy C. Jagodowski, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on July 27, 2021.

"It is hereby resolved that the officers of the Corporation listed below be authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation subject to Fuss & O'Neill's internal policies regarding delegation of authority.

#### **Officers of the Corporation:**

Kevin J. Grigg: CEO, President  
Amy C. Jagodowski: Secretary  
John A. Chambers: Executive Vice President  
Kevin W. Johnson: Executive Vice President  
Dean E. Audet: Senior Vice President  
Ted J. DeSantos: Senior Vice President  
Gregory M. Dorosh: Senior Vice President  
JoAnn Fryer: Senior Vice President  
Craig M. Lapinski: Senior Vice President  
Virgil J. Lloyd: Senior Vice President  
Robert L. May, Jr.: Senior Vice President  
Timothy J. St. Germain: Senior Vice President  
Charles Ahles: Vice President  
Sudip D. Bafna: Vice President  
Adam M. Barbash: Vice President  
Eric M. Bernardin: Vice President

Robert M. Danielson: Vice President  
Daniel F. DeLany: Vice President  
Christopher J. Ferrero: Vice President  
Phillip E. Forzley: Vice President  
Jenna Krzesicki: Vice President  
Elizabeth Landry: Vice President  
Kurt A. Mailman: Vice President  
Shawn M. Martin: Vice President  
Diane Mas: Vice President  
Erik Mas: Vice President  
Katherine Nanowski: Vice President  
Margaret K. Snape: Vice President  
Kristen E. Solloway: Vice President  
Kevin M. Sullivan: Vice President  
Mark Vertucci: Vice President"

I do further certify that the above Resolution has not been amended and is now in full force and effect.

ATTEST:

*Amy C. Jagodowski*

Amy C. Jagodowski  
Corporate Secretary

Date: *October 5, 2021*

A TRUE AND ATTESTED COPY





**CERTIFICATION OF GOOD FAITH & NON-COLLUSION**

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other 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.

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



\_\_\_\_\_  
Signature of authorized individual submitting bid/proposal

*Eric M Bernardin*

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

*FUSS & O'NEILL INC*

\_\_\_\_\_  
Name of Business (if applicable)

*06-0845648*

\_\_\_\_\_  
Social Security or Federal Tax Identification Number





# FUSS & O'NEILL

September 15, 2021

Joyce Losick-Yang, PhD  
Sustainability Coordinator  
36 Bartlet Street  
Andover, MA 01810

RE: Proposal for Professional Services  
Shawsheen River Watershed Land Conservation Planning and Prioritization for Climate  
Resilience and Environmental Justice  
FY22 MVP Action Grant—Town of Andover

Dear Dr. Losick-Yang:

Fuss & O'Neill is pleased to provide this proposal for professional services in accordance with the Town's FY22 Municipal Vulnerability Preparedness Program Action Grant. The following paragraphs describe our scope of services, schedule, and fees for this project.

## Project Understanding

Based on a grant proposal prepared jointly by the Town of Andover and Fuss & O'Neill, the Town of Andover has been awarded an FY22 EEA Municipal Vulnerability Preparedness Program Action Grant to fund an assessment of properties along the Shawsheen River to identify and prioritize parcels for future land acquisition, with the goal of increasing climate and flood resiliency. The assessment will focus on properties that could provide flooding relief to the most flood-prone areas in downtown Andover, including repetitive loss areas, as well as to downstream environmental justice communities in neighboring Lawrence. The assessment will also consider habitat, water quality, and other ecosystem services, and capacity to contribute to nature-based flooding solutions, as well as social benefits like increased access to green space, improved river access, and other recreational or quality of life benefits. Local residents will be involved in the assessment process early on to gain frontline perspective and determine which social factors are most important to the community.

## Scope of Services

### Task 0. Project Kickoff

Fuss & O'Neill will participate in a project kickoff meeting with Town Staff and the MVP Regional Coordinator to launch the project and review timelines and deliverables. We will prepare and circulate a meeting agenda as well as notes of relevant discussion items following the meeting.

**Grant Deliverables:** Meeting notes, sign-in sheet.

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## **Task 1. Assessment and Identification of Parcels for Acquisition and Preservation**

An assessment will be conducted to identify land parcels for future acquisition and preservation and/or use as locations for implementation of additional nature-based solutions that increase climate and flood resiliency and improve or protect quality of water, forests, and other natural resources. The assessment will consist of: 1) development of climate adaptation goals, 2) review of existing preserved parcels and assessment of potential adaptation projects at these parcels, 3) a screening-level evaluation to identify land acquisition targets within Andover with the greatest potential environmental and societal benefits, and 4) field inventories of identified sites.

### **Task 1.1 Development of Climate Adaptation Goals**

Following the recommendations of the Massachusetts Wildlife Climate Action Tool for incorporating climate change into open space planning, we will utilize climate data from resilientma.org to understand the specific climate risks facing Andover and develop specific, appropriate SMART goals for addressing climate adaptation via land acquisition. Information will also be incorporated from Andover's Municipal Vulnerability Planning efforts in 2018, as well as any updated information from Andover's update of its Hazard Mitigation Plan. Climate adaptation goals will be oriented around dual environmental and social concerns, and guided by input from the project team (see Task 2) which will encompass representation from community groups and EJ residents. It is understood that recommendations that emerge from this analysis and data integration effort will be captured for MVP reporting as part of this scope of work, and will also be featured by the Town in the upcoming 2022 Andover Climate Summit event.

**Grant Deliverables:** Summary memorandum

### **Task 1.2 Review of Existing Protected Land**

Andover has a current Open Space and Recreation Plan (2018) and mapping of open space and preserved land. Existing preserved open space parcels will be reviewed relative to the goals identified in Task 1.1 and the "Resilience Characteristics of Terrestrial, Freshwater, and Coastal Systems" outlined in the Open Space Institute/North Atlantic Landscape Conservation Cooperative document, *Conserving Nature in a Changing Climate: A Three-Part Guide for Land Trusts in the Northeast*. The review will be used to focus on 1) identifying any major gaps between existing preserved parcels/planning and the climate-specific goals identified in Task 1.1 that need to be addressed during the desktop and field screenings, and 2) identifying opportunities that exist for management of existing preserved open space parcels in ways that will enhance flood resilience. The intent of this task is to utilize already existing planning documents and the vast knowledge among Town staff, board members, and volunteers to quickly assess how and where this planning needs to be enhanced to meet climate adaptation goals and to initiate collaborations with technical experts in nature-based flood resiliency to determine which preserved parcels can be most



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meaningfully leveraged for flood reduction and begin conversations with stakeholders about improved management strategies or future flood resiliency projects at existing parcels.

**Grant Deliverables:** Summary memorandum

### **Task 1.3 Desktop Site Screening Using Climate Data**

Natural Flood Management (NFM) is a nature-based approach that emphasizes the preservation and restoration of natural ecosystems to enhance the ability of a landscape to infiltrate precipitation, reduce runoff, or slow and channel flood waters; because it relies on intact, healthy ecosystems, NFM has the added co-benefit of protecting biodiversity, water quality, and recreation opportunities simultaneously with improved climate resilience<sup>1</sup> Enhancing natural infrastructure increases the provision of ecosystem services, such as flood and storm protections, and has been shown to be one of the most cost-effective means of protecting against increased precipitation and storm intensity.<sup>2</sup> For these reasons, our analysis will begin with a desktop screening process that draws on a variety of climate data which will allow us to identify the most intact and valuable landscapes, which in themselves have been identified as having climate resilience potential, and to intersect these with areas of highest flood risk and highest potential for restoration projects specifically aimed at restoring flood protection and flood storage services. Building on the methods described in the Open Space Institute/North Atlantic Landscape Conservation Cooperative document, *Conserving Nature in a Changing Climate: A Three-Part Guide for Land Trusts in the Northeast*, initial screening of sites for potential priority acquisition/preservation will utilize data from the following sources to develop preliminary locations and focus areas for potential priority conservation areas:

- MassGIS
- FEMA flood maps
- Climate data mapping from resilientma.org
- The Nature Conservancy “Terrestrial Resilience” dataset
- The Nature Conservancy “Resilient Land Mapping Tool”
- Designing Sustainable Landscapes (DSL) “Index of Ecological Integrity” database
- MA Department of Fish and Game “BioMap2 Core Habitat” data
- MA Department of Fish and Game “Critical Natural Landscape” data
- University of Massachusetts Amherst “Conservation Assessment and Prioritization System” (CAPS) data

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<sup>1</sup> Gunnell, K., M. Mulligan, R.A. Francis, and D.G. Hole. 2019. Evaluating natural infrastructure for flood management within the watersheds of selected global cities. *Science of the Total Environment*, 670: 411-424.

<sup>2</sup> Open Space Institute/North Atlantic Landscape Conservation Cooperative. 2016. *Conserving Nature in a Changing Climate: A Three-Part Guide for Land Trusts in the Northeast*.



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These data sources will be used to evaluate metrics related to physical diversity (including geodiversity and landform diversity), connectedness, and broad-scale biological condition. Parcels that offer a high degree of within-parcel diversity, parcels that contain unique physical features not already represented in the Town's preserved open space parcels, and parcels that enhance connectivity, either locally or regionally, will receive preference for further assessment. Parcels that offer diversity/connectedness benefits that also overlap with areas of expected flood risk will receive the highest preference for investigating potential for adaptation strategies. Existing preserved open space parcels will also be screened relative to areas of expected flooding or climate impacts to identify potential locations for climate adaptation projects.

The budget for this task assumes shared effort between Fuss & O'Neill and the Town of Andover. It is assumed that Fuss & O'Neill will develop the screening process/protocol and provide support for the desktop screening process and map creation, with the Town providing 60 additional hours of in-kind match from GIS staff to apply the screening method and create mapping visualizations.

**Grant Deliverables:** Maps visualizing screening results

#### **Task 1.4 Field Assessments**

Following desktop screenings, ground-truthing and collection of additional hyper-local site data will be conducted through a series of field assessments. Assessments will evaluate site-specific biological condition through examination of existing conditions, including soils; evidence of erosion; diversity metrics; habitat types, functions and values, and habitat quality; and identification of unique habitats. Parcels will also be qualitatively rated for existing natural flood resiliency characteristics (e.g. intact riparian buffers), and assessed for potential for adaptive nature-based solutions to increase flood storage or otherwise increase flood resiliency. Assessments will include both existing preserved properties (which will be evaluated primarily for potential adaptation actions) and parcels identified through Task 1.3 as potentially having high value for future acquisition. Field assessment protocols will be developed by Fuss & O'Neill. Field screenings will then be carried out as a combination effort between Fuss & O'Neill, Town staff, and citizen science volunteers, with coordination assistance from a high school intern from the Andover High School's Environmental Sustainability Internship Course (see details under the outreach and engagement section). Field protocols for citizen scientists will be based around and adapted from the Center for Watershed Protection's Unified Stream Assessment Manual<sup>3</sup>. The field protocol will incorporate assessment of riparian buffer quality/impacts, riverbank erosion, and overall stream reach assessment (including vegetative cover, land use, and floodplain connectivity conditions).

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<sup>3</sup> Kitchell, A., Schueler, T. 2005. Manual 10: Unified Stream Assessment: A User's Manual. Urban Subwatershed Restoration Manual Series. Center for Watershed Protection, Ellicott City, MD.



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Professional assessment by Fuss & O'Neill's floodplain and restoration specialists will supplement the citizen efforts. Fuss & O'Neill will provide up to seven (7) person-days of field assessment time (working in either a 1 or 2-person crew as appropriate to the assessment protocols and our internal safety protocols). Fuss & O'Neill will also conduct one two-hour training for citizen science volunteers. The Project Steering Committee will be responsible for coordinating any necessary permissions for property access.

Impacted Buffer



WATERSHED/SUBSHED:		DATE: ___/___/___		ASSESSED BY:					
SURVEY REACH:		TIME: ___:___ AM/PM		PHOTO ID: (Camera-Pic #) #					
SITE ID: (Condition #)		START	LAT ° ' "	LONG ° ' "	LMK	GPS: (Unit ID)			
IB-_____		END	LAT ° ' "	LONG ° ' "	LMK				
IMPACTED BANK: <input type="checkbox"/> LT <input type="checkbox"/> RT <input type="checkbox"/> Both		REASON INADEQUATE: <input type="checkbox"/> Lack of vegetation <input type="checkbox"/> Too narrow <input type="checkbox"/> Widespread invasive plants <input type="checkbox"/> Recently planted <input type="checkbox"/> Other:							
LAND USE: (Facing downstream)		Private	Institutional	Golf Course	Park	Other Public			
LT Bank		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
RT Bank		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
DOMINANT LAND COVER:		Paved	Bare ground	Turf/lawn	Tall grass	Shrub/scrub	Trees	Other	
LT Bank		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
RT Bank		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
INVASIVE PLANTS:		<input type="checkbox"/> None	<input type="checkbox"/> Rare	<input type="checkbox"/> Partial coverage	<input type="checkbox"/> Extensive coverage	<input type="checkbox"/> Unknown			
STREAM SHADE PROVIDED?		<input type="checkbox"/> None	<input type="checkbox"/> Partial	<input type="checkbox"/> Full	WETLANDS PRESENT? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Unknown				
POTENTIAL RESTORATION CANDIDATE		<input type="checkbox"/> Active reforestation <input type="checkbox"/> Greenway design <input type="checkbox"/> Natural regeneration <input type="checkbox"/> Invasives removal <input type="checkbox"/> no <input type="checkbox"/> Other:							
RESTORABLE AREA		REFORESTATION POTENTIAL: (Circle #)		Impacted area on public land where the riparian area does not appear to be used for any specific purpose; plenty of area available for planting		Impacted area on either public or private land that is presently used for a specific purpose; available area for planting adequate		Impacted area on private land where road, building encroachment or other feature significantly limits available area for planting	
Length (ft):		LT BANK	RT	5		4		3	
Width (ft):				2		1			
POTENTIAL CONFLICTS WITH REFORESTATION		<input type="checkbox"/> Widespread invasive plants <input type="checkbox"/> Potential contamination <input type="checkbox"/> Lack of sun <input type="checkbox"/> Poor/unsafe access to site <input type="checkbox"/> Existing impervious cover <input type="checkbox"/> Severe animal impacts (deer, beaver) <input type="checkbox"/> Other:							
NOTES:									

Example of the types of field information to be collected by citizen scientists.

Grant Deliverables: Field data sheets



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## **Task 2. Public Involvement and Community Engagement**

### **Task 2.1 Project Progress Meetings**

It is assumed that the Town will organize a Project Steering Committee consisting of municipal staff and other EJ stakeholders. The Project Steering Committee will handle grant management, track in-kind grant match, and provide input and review comments on the prioritization process and draft deliverables.

Fuss & O'Neill will participate in the following project progress meetings:

- One (1) remote project progress meeting with technical project team. This meeting is in addition to the project initiation meeting (in-person if possible) identified in Task 0.
- Two (2) workshop-style meetings with the Project Steering Committee (in-person if possible) to review the project progress, findings and recommendations at key stages in the project.

**Grant Deliverables:** List of Steering Committee Members, Meeting agendas and notes

### **Task 2.2 Print, Digital, and In-Person Community Engagement Activities**

A detailed public involvement and community engagement plan for the project has been outlined in Section 5 of the Town's MVP Action Grant application. Fuss & O'Neill has budgeted to provide up to 160 hours of support for these various activities, with the specific distribution of these hours across tasks to be agreed upon with the Town over the course of the project, depending on the available skills and labor hours of the various stakeholders participating as partners on the project and the areas where support from our staff can be of most value for the project. Per the engagement plan, these activities could include any of the following:

- Public portal with GIS-based mapping/comment tool
- Develop an online survey to gain input on social and environmental factors of highest importance to residents/stakeholders
- Conduct a community meeting
- Partner with the town to develop and deliver a public "Walk-shop" event.
- Develop project flyers to be printed and distributed by the Town
- Provide project updates and engagement information for use in digital updates by project partners and at project information booths
- Collaborate with the Town to prepare presentations of the project for the MA and Essex County Open Space Conferences
- Facilitate coordination/collaboration with community and watershed partner organizations and/or additional services in support of the outreach program



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**Grant Deliverables:** Copies of print and digital materials (flyers, survey, email updates), photos and summary memo documenting events, public meeting presentation, conference presentation. Specific deliverables to be provided by Fuss & O'Neill vs. other project partners will depend upon the agreed upon strategy for completing the engagement plan and distribution of roles between Fuss & O'Neill, the Town, and other project partners.

### **Task 3 Climate Adaptation Land Acquisition and Adaptation Prioritization Plan**

Following identification and screening of parcels, we will develop a Climate Adaptation Land Acquisition and Adaptation Prioritization Plan which includes: systematic and quantifiable prioritization of parcels, collection of additional information for high-priority parcels, including potential funding sources for acquisition, and likely acquisition cost information where available.

#### **Task 3.1 Prioritize Parcels for Acquisition**

Data from Tasks 1.2, 1.3, 1.4, and 2.2 will be used to develop a prioritization tool and prioritize parcels for acquisition in accordance with the goals identified in Task 1.1 and additional priorities (especially social factors) identified through public engagement. The tool will account for environmental and social factors, as well as metrics related to specific climate risks. Likely factors in the prioritization scoring may include: environmental metrics (e.g., biodiversity value, habitat connectivity value, habitat uniqueness); community enhancement metrics (e.g., educational and/or recreation value, potential to benefit EJ community); and climate benefit metrics (e.g., flood attenuation potential, potential for implementation of nature-based solutions, and potential for reducing heat island effects/providing shade and cooling resources, opportunities for ecological restoration projects). These factors will be considered in conjunction with the probability of climate impacts (e.g., flood risk as indicated by location relative to mapped floodplains). The prioritization tool will be developed to provide a systematic, consistent, and transparent method of prioritizing parcels for acquisition and climate adaptation such that it can be used to prioritize actions in other watersheds or communities. Input from the project stakeholders will be utilized to develop appropriate weighting for various factors. Priorities will also be organized into small, medium and large scale parcels and projects in order to facilitate future acquisition based on levels of funding available.

**Grant Deliverables:** Documentation of prioritization method/scoring and spreadsheet of prioritized parcels

#### **Task 3.2 Development of Climate Adaptation Land Acquisition Plan**

The results of Tasks 1 and 2 will be integrated and combined with input from the Steering Committee. A plan will be developed to summarize the climate adaptation goals, technical methodology for assessment and prioritization, and recommendations for acquisition and restoration improvements for land proposed for acquisition. The plan will also include a section on



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recommended improvements for existing preserved parcels which may enhance climate resiliency, such as expansion/restoration of riparian buffers, areas where habitat corridors could be reconnected, ecological restoration projects, etc. For high-priority parcels and projects, the plan will identify appropriate funding sources and likely acquisition cost information where available. The plan will become part of the foundation for the Town's larger Climate Action Plan development process and will be presented by the Town Sustainability Coordinator as part of a Town Climate Summit planned for April 2022.

**Grant Deliverables:** Draft and Final Plan in PDF format

#### Task 4. Reporting

It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided EEA. Fuss & O'Neill will provide timely updates regarding completion status of tasks for the Town's use in these reports. Fuss & O'Neill will prepare a draft case study and powerpoint slide using the template provided by EEA. The draft will be finalized based on one round of review comments.

**Grant Deliverables:** Monthly reports (to be provided by Town, with input from Fuss & O'Neill); draft and final case study

#### Assumptions

- Given the ever-changing conditions around the COVID-19 pandemic, some adjustment to meeting formats or planned activities may be necessary to complete project tasks safely. We will work with the Town as necessary to adapt engagement and citizen science activities as needed to work within the various safety protocols in place (within Fuss & O'Neill and/or at the Town, State, or Federal level) at the time activities are to take place.

#### Schedule

We are prepared to begin work on this project within 1 week of written authorization to proceed. We understand that, pursuant to the Town's Grant Agreement, the entire project must be completed by June 30, 2022. Assuming authorization to proceed by September 1, 2021, a target schedule for completion of the project tasks is outlined below.

Task	Timeline for Completion
<b>Task 0: Project Kickoff</b>	September 30, 2021
<b>Task 1: Assessment/Identification of Parcels for Acquisition and Preservation</b>	



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Task	Timeline for Completion
1.1 Development of Climate Adaptation Goals	October 15, 2021
1.2 Review of Existing Protected Land	October 21, 2021
1.3 Desktop Site Screening	November 15, 2021
1.4 Field Assessments	December 31, 2021
<b>Task 2: Public Involvement/Community Engagement</b>	
2.1 Project Progress Meetings	May 31, 2022
2.2 Print, Digital, and In-Person Engagement	June 30, 2022
<b>Task 3: Climate Adaptation Land Acquisition and Adaptation Prioritization Plan</b>	
3.1 Prioritize Parcels for Acquisition	February 28, 2022
3.2 Development of Climate Adaptation Land Acquisition Plan	Draft: May 15, 2022 Final: May 31, 2022
<b>Task 4: Grant Reporting</b>	June 30, 2022

## Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on the percentage of the project completed. Pricing is good for 90 days.

Task	Fee
<b>Task 0: Project Kickoff</b>	<b>\$1,000</b>
<b>Task 1: Assessment/Identification of Parcels for Acquisition and Preservation</b>	<b>\$56,000</b>
1.1 Development of Climate Adaptation Goals	\$6,000
1.2 Review of Existing Protected Land	\$6,500
1.3 Desktop Site Screening	\$17,500
1.4 Field Assessments	\$26,000
<b>Task 2: Public Involvement/Community Engagement</b>	<b>\$40,700</b>
2.1 Project Progress Meetings	\$13,500
2.2 Print, Digital, and In-Person Engagement	\$27,200
<b>Task 3: Climate Adaptation Land Acquisition and Adaptation Prioritization Plan</b>	<b>\$42,000</b>
3.1 Prioritize Parcels for Acquisition	\$16,000
3.2 Development of Climate Adaptation Land Acquisition Plan	\$26,000
<b>Task 4: Grant Reporting</b>	--
<b>Grand Total</b>	<b>\$139,700</b>



FUSS & O'NEILL

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Receipt of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

We look forward to assisting you with this effort. Please call me at (413) 452-0445 x6119 if you have any questions.

Sincerely,

Julianne Busa, Ph.D., Certified Senior Ecologist  
Project Manager | Senior Environmental Scientist

Dan Delany, P.E.  
Vice President | Office Manager