

Copy 1

TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 3/25/2022

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

BSC Group
300 Brickstone Square
Andover, MA 01810
617-896-4300

1. This is a Contract for the procurement of the following: Professional Services for planning and schematic design for the passive and active recreational design of the recently acquired Chandler Road parcels. Detailed scope of work attached.
2. The Contract price to be paid to the Contractor by the Town of Andover is: \$95,600.00
3. Payment will be made as follows: Within 30 days of detailed invoice.
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 December 31, 2022, 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.
- 35.9 The General Liability and Automobile Liability shall be written on an occurrence basis.
- 35.10 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.
- 35.11 Coverages are to be maintained for a period of 3 years after final payment.
- 35.12 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

[Signature] 3/7/22
Division/Department Head Date

BSC Group, Inc.
Company Name

[Signature] 3/25/22
Town Manager Date

[Signature] 3/1/22
Signature Date

Theresa Reynolds 3/4/22
Purchasing Agent Date

John Audi CFO
Print Name & Title

APPROVED AS TO FORM:

[Signature] 3/10/2022
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS: 502308-5700

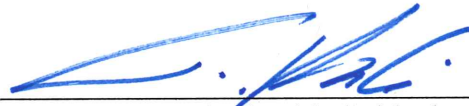
[Signature] 3/24/22
Town Accountant Date

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

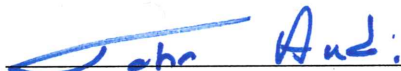
The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, 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



Printed Name



Name of Business (if applicable)



Social Security or Federal Tax Identification Number

February 14, 2022

Mr. Paul Materazzo
Director of Planning
Community Development & Planning
36 Bartlet Street
Andover, MA 01810

300 Brickstone Square
Andover, MA 01810

Tel: 617-896-4300

www.bscgroup.com

**Re: Proposed Scope of Services
Chandler Road Open Space - Design and Permitting Proposal**

Dear Mr. Materazzo:

BSC Group is pleased to submit the following draft scope and fee for professional planning and design services to prepare a Schematic Design for the passive and active recreational design of the recently acquired parcel of land located off of Chandler Road. The proposed services shall include an existing conditions survey, design, permitting and public engagement.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have affected the scope of services:

- The Town has recently acquired 40+/- acre parcel located at 138 Chandler Road within the Town.
- The following scope of services and fee estimates are intended to support the Town in seeking funding sources for the project.
- BSC has previously prepared illustrative plans showing recreational opportunities appropriate for the site. This includes ball fields, a playground, a dog park, tennis/pickleball courts, basketball court, community garden, splashpad, and nature trails. The plan is not intended to be a final proposed site improvement plan.

BSC, the *Company*, anticipates the following specific services.

1.0 SCOPE OF SERVICES

The following services will be performed as part of this Agreement:

1.1 Existing Conditions Survey

BSC will utilize an sUAS flown to collect aerial imagery and develop a high-resolution geo-referenced orthomosaic of the project area. The flight will be performed by a licensed and insured FAA Part 107 sUAS pilot, in accordance with government and local regulations and supplemental BSC standards. A visual observer will be present for the flight to provide assistance with maintaining line of site with the sUAS. Temporary ground control targets will be established for the flight and removed after the flight is completed. Detail visible in the orthomosaic will be digitized and added to the existing conditions plan. Accuracy of the sUAS survey is typically 0.5' or better. Additional

Engineers

Environmental
Scientists

Custom Software
Developers

Landscape
Architects

Planners

Surveyors



objects will be located by GNSS to assist in an accuracy assessment of the sUAS results and reported on the face of the plan.

USGS LiDAR data will be evaluated and used to create 1-foot contours for the project area. The USGS data was collected in 2011 and is not QL rated. Initial review of the project area using historic ortho imagery indicates no apparent changes have occurred to the site since the LiDAR data was collected. Representative check shots will be made to verify the accuracy of the LiDAR data and reported on the face of the plan. If tests of the LiDAR data do not fall within expected levels of accuracy, BSC will discuss potential solutions and any associated additional fees with the client.

BSC will conduct research at the Town of Andover Assessors Department and Engineering Division, and the Essex County Registry of Deeds for records required to retrace the locus boundary lines, and to obtain utility information. BSC will also conduct research with the utility agencies providing utility service to the site.

BSC will perform GPS and on-the-ground surveys to establish horizontal and vertical survey control to tie the boundary lines with the remote sensing data and on-the-ground topographic survey. BSC will perform reconnaissance to recover boundary and street line monumentation. The field survey will also include planimetric detail such as buildings, accessory structures, walks, walls, fence lines, parking and pavement areas, utility structures, inverts, diameters and materials on gravity systems (drain and sewer), and other site features. Check shots shall be obtained to verify LiDAR data accuracy. Obscured features and those not digitized as part of the remote sensing survey will be located. Wetland flags hung by others will be field located. The horizontal datum shall be referenced to the North American Datum of 1983 (NAD 83) and the vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88) as based on GPS observations.

The field data will be reduced, adjusted and plotted. The record boundary will be reconciled with the monumentation found in the field. Easements recorded with the record deed will be plotted (if their location can be determined) on the plan. The planimetric detail will be plotted along with a compilation of the utility information received from the utility agencies. Contours will be based on a one-foot contour interval. Note that BSC does not provide any guarantee that all underground utilities will be discovered and/or documented on the Existing Conditions Plan. In the absence of accurate record plans, or visible evidence on the ground surface, it is not possible to locate underground utilities without additional investigation such as utility designation using specialized detection equipment. If requested, BSC will engage a third-party contractor to conduct such investigations as an additional service.

BSC will prepare a plan at an appropriate scale showing the information described above for use by BSC's engineering staff. Contours shall be depicted at a one-foot contour interval. Utility information received from the utility agencies for the limit of work will be compiled. The final survey plan will be signed and stamped by a Professional Land Surveyor licensed in Massachusetts. The survey will be provided in electronic pdf and AutoCAD dwg file formats.



1.2 Conceptual Plan

Using the concept plans previously prepared, BSC will meet with Town representatives and Town-identified stakeholders to review the previous concept plan and discuss preferences for both passive and active recreational uses for the site.

Based on this input, and the existing conditions survey, BSC will prepare up to three (3) options for the arrangement of passive and active recreational uses for the site. Potential uses may include but are not limited to; a multi-use field(s); baseball/softball field(s); playground; splashpad; trails; parking; informal seating and picnic area(s); and similar uses. These options and supporting information will be presented to Town representatives either in-person or virtually as appropriate. The purpose of this meeting is to determine a preferred option for the purposes of presenting to the Town residents.

In coordination with the Town, BSC prepare for and present the revised concept plans to the Town residents for feedback and comments.

1.3 Schematic Design

Using the concepts prepared under Task 2, prepare a preliminary plan set showing proposed development of the property incorporating the input from the Town and its residents. BSC's plans will show access, parking, sidewalks, recreations areas and athletic amenities, rough site grading, utilities, and stormwater management solutions. The BSC site plans will include:

- Title Sheet: Sheet includes the site locus plan and general project information.
- Existing Conditions Plan: Prepared under Task 1.
- Site Preparation Plan illustrating those existing site elements to be removed or modified prior to new construction.
- Site Layout Plan: Plan illustrating construction materials, dimensioned layout and general construction features.
- Grading and Drainage Plan: Plan illustrating existing and proposed contours, grading and drainage features, etc.
- Utility and Lighting Plan: Plan illustrating domestic water, sewer, fire protection, gas, telephone, electrical, communications, exterior lighting, and wetland/floodplain areas. Light fixture locations only will also be shown. Electrical conduits, photometric calculations, and design will be performed by others
- Landscaping Plan. Plan illustrating existing, if any, and proposed plant materials to support permit approval and in keeping with the local aesthetics.



- Details: Details at appropriate scale to support permit approval.

The preparation of these plans will include on-site hydrology analysis, hydraulic calculations, and preparation of a drainage report sufficient for the permitting efforts. The Stormwater Management Report and design will be in accordance the Town of Andover rules, regulations, and bylaws, and in accordance with the MassDEP Stormwater Handbook and regulations. As part of the stormwater design, BSC has included two days of witnessing the excavation of test pits to support the stormwater design. It is assumed that the Town of Andover DPW will be available to dig the test pits.

BSC will submit the Schematic Plan set to the Client for review and comment. One set of revisions have been included in our budget to address review comments from the Town.

BSC will attend project Team meetings, Team conference calls and an additional Town Residents meeting to support the Schematic Design. For budgeting purposes, we have included the following meetings: three (3) meetings with Town Officials, and one Town Residents meeting.

1.4 Notice of Intent

Using the Schematic Plans and Stormwater Report, prepare a Notice of Intent package (with associated plans and analysis) for approval of the project under the Massachusetts Wetlands Protection Act (310 CMR 10.00) and the Town of Andover Wetlands Protection Bylaw. The Notice of Intent will be submitted to the Andover Conservation Commission and the Department of Environmental Protection (DEP) in accordance with filing requirements. BSC will coordinate with the Commission to determine the responsibility for providing public notice in the newspaper. BSC will obtain an abutters list from the town and mail abutter notifications. BSC will review the expected Order of Conditions to identify unusual issues adverse to the Client's interest and record the Order in the Essex County Registry of deeds.

BSC will attend up to three meetings with the Conservation Commission and one site walk to support the requested approval of the project.

2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed scope above. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached BSC Fee Schedule.

- Geological investigation and soil borings, other than test pits for use in the design of the Stormwater Management systems.
- Preparation of Bidding or Construction Documents.



- Construction Administration Services
- Preparation of quantity take-offs or construction costs.
- Any service not specifically listed in Section 1.0 above.

3.0 SCHEDULE FOR SERVICES

BSC proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed. Proposed services will begin within five calendar days from receipt of written Notice to Proceed and will be completed within an overall project schedule to be agreed upon with the Client.

This offer to perform services is valid for a period of thirty (30) days from the date of this proposal.

4.0 ESTIMATED FEES FOR SERVICES

The following is a breakdown of the estimated budget for the scope of services listed Section 1.0 of this Agreement. The budget for individual tasks shall not be construed to be separate limiting fees.

Task 1.1 – Existing Conditions Survey	\$24,000
Task 1.2 – Concept Plan	\$13,800
Task 1.3 – Schematic Design	\$44,000
Task 1.4 Notice of Intent Permitting	\$10,300
Estimated Expenses	\$ 3,500
Total Estimated Fee	\$95,600

BSC welcomes the opportunity to support exciting project. Please feel free to reach out if you have any questions or concerns regarding this draft scope and fee for the survey, design and permitting of this project.

Sincerely,

BSC GROUP, INC.

David Biancavilla, P.E., LEED AP
Vice President

FEE SCHEDULE (effective 11/1/21)

CLASSIFICATION	HOURLY RATE
Professional Staff	
Principal: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$235.00 to \$310.00
Managing: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$180.00 to \$250.00
Senior Project: Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$140.00 to \$205.00
Project: Engineer, Engineer, Planner, Landscape Architect, Land Surveyor, Scientist	\$125.00 to \$190.00
Staff: Designer, Planner, Landscape Architect, Land Surveyor, Scientist	\$90.00 to \$130.00
Expert Witness Testimony/Court Appearance	\$300.00 to \$350.00
Technical Support Staff, Specialists	
Senior: Calculator, Chief of Party, Drafter, Instrument Operator, Technician, Text Processor	\$95.00 to \$140.00
Staff: Calculator, Drafter, Instrument Operator, Technician, Text Processor, Administration, Support	\$75.00 to \$125.00
Field Survey Party*	
3-person Field Crew	\$280.00 to \$390.00
2-person Field Crew	\$180.00 to \$265.00
1-person Field Crew	\$150.00 to \$220.00

Expenses

Direct Expenses will be billed with a 10% markup. Direct Expenses include cost of transportation, shipping/courier service, printing and reprographics, telecommunications, presentation graphics, project supplies, subcontractors, subconsultants and other costs directly applicable to the individual project.

* Premium rates apply for overtime hours, night shifts and weekend work.

