

Copy 2

TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 10/28/2022

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

Weston & Sampson *Engineers Inc.*
55 Walkers Brook Drive, Suite 100
Reading, MA 01867
978-532-1900

1. This is a Contract for the procurement of the following: **Climate Action and Sustainability Plan. State Contract PRF74, Category 2, Service Areas 1 & 3.**
2. The Contract price to be paid to the Contractor by the Town of Andover is **\$87,000.00**, made in progress/deliverable payments as outlined in the attached Scope of Services.
3. Payment will be made as follows: Progress payments according to deliverable schedule outlined in attached Scope of Services.
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 ensure 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 **June 14, 2023**, 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



Division/Department Head Date
10/25/2022

Weston & Sampson Engineers Inc
Company Name

A-1.1


Town Manager Date
10/28/22



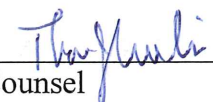
Signature Date
10/21/2022



Purchasing Agent Date
10/24/22

John Figuerelli U.P.
Print Name & Title


APPROVED AS TO FORM:



Town Counsel Date
10/26/2022

FY22 Act 623304 \$47,000
FY23 Act 623404 \$40,000

CERTIFICATION AS TO AVAILABILITY OF FUNDS:



Town Accountant Date
10/27/22

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of Weston & Sampson Engineers, Inc held on April 28, 2022 at which all the Directors were present or waived notice, it was voted that Jeffrey J. Alberti, 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 Jeffrey J. Alberti, shall be binding upon this company.

A TRUE COPY ATTEST:

Jeffrey J. Alberti
Clerk,

Date of this Contract

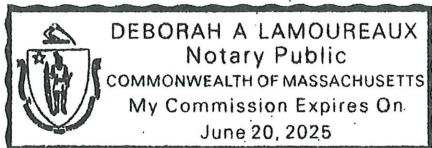
I hereby certify that I am the Clerk of Weston & Sampson Engineers, Inc that Jeffrey J. Alberti is duly elected Clerk of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Jeffrey J. Alberti
Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF October, 2020

Deborah A. Lamoureux
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.



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.

John Figuerell

Signature of authorized individual submitting bid/proposal

John Figuerell

Printed Name

Weston + Sampson Engineers, Inc.

Name of Business (if applicable)

04-2601194

Social Security or Federal Tax Identification Number

August 26, 2022

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Joyce Losick-Yang, PhD, CEM
Director of Sustainability and Energy
Town of Andover
36 Bartlet St, Andover MA 01810

Re: **Quote for Climate Action and Sustainability Plan**

Dear Ms. Losick-Yang:

Weston & Sampson is in receipt of your request to provide a quote for The Town of Andover Climate Action Plan development services described in the Statement of Work provided by email on August 15, 2022. We understand that that this scope of work is covered under State-wide contract PRF74, Category 2, Service Areas 1 and 3. Weston & Sampson is a pre-qualified entity for these service areas and we are pleased to provide you with the following proposal.

Project Team

Please refer to the completed Table 1 below which includes a brief biography for each team member.

Table 1. Key Personnel

PROPOSED STAFF AND QUALIFICATIONS SUMMARY	
Name / Role	Relevant Qualifications / Experience
<p>Johanna Hall, EIT, CEM Team Leader</p> <p><i>Approximate time available to support this project: 25%</i></p>	<ul style="list-style-type: none"> ▪ Certified Energy Manager with more than 15 years of engineering experience in the permitting, design and implementation of renewable energy technologies and energy efficiency projects ▪ Project Manager for implementation of utility energy efficiency projects under National Grid's PEX program ▪ Project Manager for ASHRAE Level II Energy Audits for municipal buildings, water and wastewater facilities, and higher education facilities
<p>Robin Seidel, AIA Project Manager</p> <p><i>Approximate time available to support this project: 50%</i></p>	<ul style="list-style-type: none"> ▪ Massachusetts Registered Architect, certified MVP provider, and urban planner with more than 10 years of experience working with municipal, institutional, and private sector clients ▪ Technical expertise in city resilience, building and infrastructure adaptation, vulnerability assessments, sustainable design and mitigation strategy, transportation, and stakeholder engagement ▪ Has led several social vulnerability assessment and community engagement projects focused on climate resiliency ▪ Member of the AIA Climate Change Resilience Committee ▪ Relevant projects include: <ul style="list-style-type: none"> ○ Resilient Massachusetts Action Team (RMAT) Technical Assistance Contract, Statewide, Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) ○ Climate Adaptation Preparedness & Resiliency Plan, Cambridge, MA (with former employer) ○ Somerville Climate Forward Plan, Somerville, MA

<p>Sam Alpert, CEA, CEM, EIT Energy Technical Specialist</p> <p><i>Approximate time available to support this project: 50%</i></p>	<ul style="list-style-type: none"> ▪ Certified Energy Manager and Certified Energy Auditor with 15 years of electrical engineering/energy efficiency experience ▪ Energy lead for the MA Army National Guard Implementation Energy and Water Plans. These projects provide a roadmap for Army installations to achieve increased security, resilience, readiness, and mission assurance through an integrated assessment to characterize baseline conditions and risks associated with energy and water security. ▪ Technical specialist for the Burnham Road Pump Station Energy Analysis in Methuen, Massachusetts ▪ Technical specialist to evaluate sustainability and energy conservation measures for a mixed-use hotel and apartment development in Brookline, Massachusetts
<p>Cassidy Yates, EIT, LEED® GA Sustainability Engineer</p> <p><i>Approximate time available to support this project: 80%</i></p>	<ul style="list-style-type: none"> ▪ Engineer in the firm's water group, with a background in infrastructure systems and resilience, greenhouse gas (GHG) emissions accounting, and emerging contaminants ▪ Developed a Net Zero Action Plan to guide emissions reduction efforts with near- and long-term realistic actions for the City of Chelmsford, MA. ▪ Coordinated multidisciplinary sustainability and resilience efforts aligned with LEED and Envision standards for the conceptual design of an all-electric maintenance facility to charge 200 battery electric buses. Developed a Baseline Greenhouse Gas Emissions Assessment and a Carbon Reduction Plan for both embodied and operation carbon in accordance with MBTA's Design Guideline for Bus Maintenance Facilities to track progress toward net zero.
<p>Blake Martin, MVP</p> <p><i>Approximate time available to support this project: 10%</i></p>	<ul style="list-style-type: none"> ▪ Weston & Sampson's Water Resources Market Leader and has over 30 years of experience evaluating sustainable and resilient solutions for municipal clients. ▪ Certified MVP provider. ▪ Expertise includes groundwater systems, designing permanent systems for extraction and supply, and supervising rehabilitation efforts at municipal groundwater supplies. ▪ Blake is a long-time resident of Andover.

Weston & Sampson shall assign all of the foregoing personnel to this engagement on the time basis set forth in Table 1. In the event that a change is necessary, Weston & Sampson's Project Manager will provide prompt written notice to Town of Andover Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the Weston & Sampson Project Manager shall provide the Town of Andover Project Manager two-week written notice. For personnel changes that result from an emergency, Weston & Sampson's Project Manager shall provide prompt written notice to Town of Andover Project Manager. Town of Andover Project Manager has the right to accept or reject all personnel. Weston & Sampson's personnel must comply with the Information Technology Division's relevant Policies, Standards and Guidance, which may be located at www.mass.gov/itd and applicable Town of Andover workplace policies.

Tasks and Deliverables

This Section describes the Tasks and Deliverables that Weston & Sampson will provide to the Town of Andover and the Tasks that Weston & Sampson will complete by the end of the engagement described in this SOW. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each Deliverable or Task has expired without written response from the Town of Andover's Project Manager. The Task and Deliverable numbers are referred to in subsequent sections throughout this SOW.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel. All meetings shall be held in Town of Andover municipal buildings unless agreed to otherwise by the Project Managers. Meetings must be scheduled at least three full business days in advance, with reasonable accommodation of attendees' schedules.

Table 2. List of Tasks

Task	Description	Due Date
Task 1: Baseline, Goal Setting & Engagement Planning	Review existing studies and plans, develop goals, create a stakeholder engagement plan, and develop a list of communication assets	Nov 4, 2022
Task 2: Action Identification	Identify high impact emissions reduction actions, resilience solutions, and equity innovations that apply to Andover	Jan 6, 2023
Task 3: Action Prioritization	Evaluate potential and work with stakeholders to prioritize actions	Mar 24, 2023
Task 4: Implementation Plan Development	Develop implementation plans for priority actions	Apr 21, 2023
Task 5: Final Plan Development	Write and finalize the Plan, develop communication and promotional materials	Jun 14, 2023

Task 1: Document Review, Goal Setting & Engagement Planning

- Host an in-person kickoff meeting with the existing Climate Action Plan Steering Committee (henceforth Steering Committee) and other key stakeholders to review roles and expectations, the planning process, draft goals, and to finalize the vision for the planning process
- Review existing plans, policies and reports relating to decarbonization, climate resilience and environmental sustainability, including but not limited to the recently completed greenhouse gas emissions inventory, Community Resilience Workshop Findings, Decarbonization Plans, Andover Housing Production Plan, Hazard Mitigation Plan and the Andover Climate Summit proceedings
- Identify information gaps among existing plans, policies and reports and propose how the information gaps can be addressed
- Train staff and volunteers to conduct 40 or more stakeholder interviews to fully understand potential climate impacts, vulnerabilities, and future solutions and to determine the status of current efforts
- Develop a broad and inclusive community engagement strategy that seeks to involve at least 30 members of Andover's climate vulnerable community, leveraging existing efforts (e.g., Municipal Vulnerability Preparedness project) and organizations when possible
- Stand-up working groups, refine engagement strategy and decision-making matrix
- Develop a list of communication materials to be generated for Andover's Climate and Sustainability Action Plan, and related priorities
- Launch an online engagement tool to gather stakeholders' input

Task 1 Assumptions:

Weston & Sampson proposes one in-person and one virtual (which will be recorded) training for staff and volunteers to perform interviews. Outside of the kick-off meeting, project team and working group meetings are assumed to be virtual, unless otherwise noted.

Task 2: Action Identification

- Research and propose at least 40 high-impact actions to reduce carbon emissions, to improve climate resiliency and to enhance inclusion and equity for climate vulnerable populations based on quantifying the overall potential of each action, likelihood of successful implementation, and other co-benefits
- Organize and facilitate a series of 4 public meetings to solicit feedback on identified actions, and to identify additional actions
- Ensure stakeholders have a continuous way to engage with the development of the Plan through online tools

- Based on ideas generated and feedback received, refine the list of potential climate mitigation, adaptation, and equity strategies. This list will then be used as the foundation for Task 3: Action Prioritization.

Task 2 Assumptions:

Weston & Sampson proposes hosting two of the public meetings in-person and two of the public meetings virtually to improve equitable engagement, with the understanding that the COVID-19 pandemic presents uncertainty in hosting in-person events. Public meetings are assumed to be 1 hour.

Task 3: Action Prioritization

- Analyze costs, benefits, timelines, and impacts for the list of potential climate actions and ensure the inclusion of environmental justice principles
- Host a meeting (ideally in-person) with the Steering Committee and other key stakeholders to prioritize community actions
- Meet with key Town staff to discuss the action prioritization process and finalize the list of municipal actions for inclusion in the final plan
- Continue to engage the community to discuss the action prioritization process and to finalize the list of prioritized actions
- Compile all input received and create a master list of all prioritized actions as a foundation for Task 4: Implementation Plan Development.

Task 4: Implementation Plan Development

- Create draft implementation plans for prioritized actions, including steps, costs to implement, responsible parties, key partners, financial resources needed, performance metrics and monitoring requirements, and equity considerations
- Host a meeting with the Steering Committee and other stakeholders (ideally in-person) to discuss draft implementation steps
- Meet with key Town staff to discuss draft municipal implementation steps
- Based on feedback, revise implementation blueprints for all prioritized actions
- Design an annual report template to facilitate monitoring and evaluating progress towards goals and sharing the results with the public

Task 5: Final Plan Development

The Consultant will develop all communication and report materials, including graphics, plan documents, and presentations.

- Compile and analyze data from all tasks of the project
- Draft a Plan that is graphically appealing and written in plain language whenever possible, including but not limited to the following key sections: Executive Summary, Prioritized Actions, Implementation Plan, Glossary, Bibliography
- Share draft plan with the Steering Committee and Town staff for review and comment
- Share draft plan with the public online for review and comment
- Check Plan for alignment with other Town, State and Federal plans and policies; identify any misalignments
- Finalize the Plan based on feedback
- Present the final plan for approval and adoption by the Select Board

Payment Terms

Payments under this Agreement shall be made in accordance with the Commonwealth's bill paying policy and according to agreed upon fixed price payments for the following deliverables.

A Deliverable or Task will be considered "completed" when Town of Andover has determined that the acceptance criteria for that specific Deliverable or Task has been met as specified in Table 3 of this SOW or the relevant Task Order, and elsewhere in this Agreement. Weston & Sampson agrees to invoice the Town of Andover for the

Deliverables or work completed per the requirements set forth in this SOW and the relevant Task Order. Town of Andover will make payments to Weston & Sampson only after receiving an accurate invoice for Tasks and Deliverables completed and accepted pursuant to Section 6 of this SOW. Payments for specific Tasks and Deliverables shall be made in accordance with Table 3 below.

Table 3. List of Deliverables

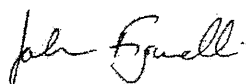
Deliverable No.	Deliverable Name	Deliverable Payment
D1.1	Public engagement plan	\$5,000
D1.2	Stakeholder interview training and material	\$8,000
D1.3	Functional Online public engagement tool	\$4,000
D2.1	List of climate mitigation, adaptation or equity actions and anticipated impact analyses	\$14,500
D2.2	Summary of public engagement feedback on proposed actions	\$11,800
D3.1	Prioritized action list with cost/benefit and timeline analyses	\$6,600
D3.2	Summary of public engagement feedback on prioritized actions	\$5,000
D4.1	Implementation plan for prioritized action list with steps, cost, responsible parties, and performance metrics	\$10,500
D5.1	Final Climate Action and Sustainability Plan in PDF and editable formats	\$11,300
D5.2	A presentation summarizing the process and top actions with graphics, statistics, etc. that match the final Plan	\$5,500
D5.3	Graphics and infographics for use on web and social media	\$4,800

Conclusion

We appreciate the opportunity to provide you with this quote and look forward to working with you on this project. We invite you to contact any of our references listed in our email response. Please don't hesitate to contact me at 978-532-1900 if you have any questions.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



John A. Figurelli, PG
Vice President

