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TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: Aug 10, 2023

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

Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887
978-570-2543

1. This is a Contract for the procurement of the following: **Schematic Design Services for Improvements to Central Park**. Scope of Work Attached.
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$120,000 for Tasks 1.0 through 4.3**. Additional tasks may be added as additional funding becomes available.
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 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 12/31/2023, 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

[Signature] 7/12/23
Division/Department Head Date
[Signature]
Town Manager Date 8/10/23

Greenman-Pedersen, Inc.
Company Name
[Signature] 07.24.2023
Signature Date

Maes Reynolds 7/26/23
Purchasing Agent Date

Timothy Lutton - Executive VP
Print Name & Title

APPROVED AS TO FORM:

Therese J. [Signature] 8/7/2023
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

[Signature] 8/10/23
Town Accountant Date

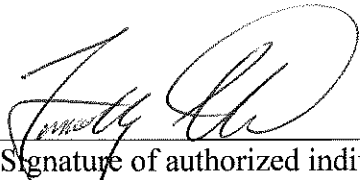
Article 10 FY 23 623413 - 5900

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

Timothy Letour

Printed Name

Greenman-Pedersen, Inc.

Name of Business (if applicable)

11-2537074

Social Security or Federal Tax Identification Number

ATTACHMENT A
SCOPE OF WORK

I. GENERAL

This scope of services is for improvements to the 3.95-acre public park known as The Park which is bounded by Bartlet Street, Chestnut Street, and Whittier Street. The approximate project limits are shown in Figure 1 and include the surrounding streets as well as portions of the lawn area in front of Veterans Memorial Auditorium.

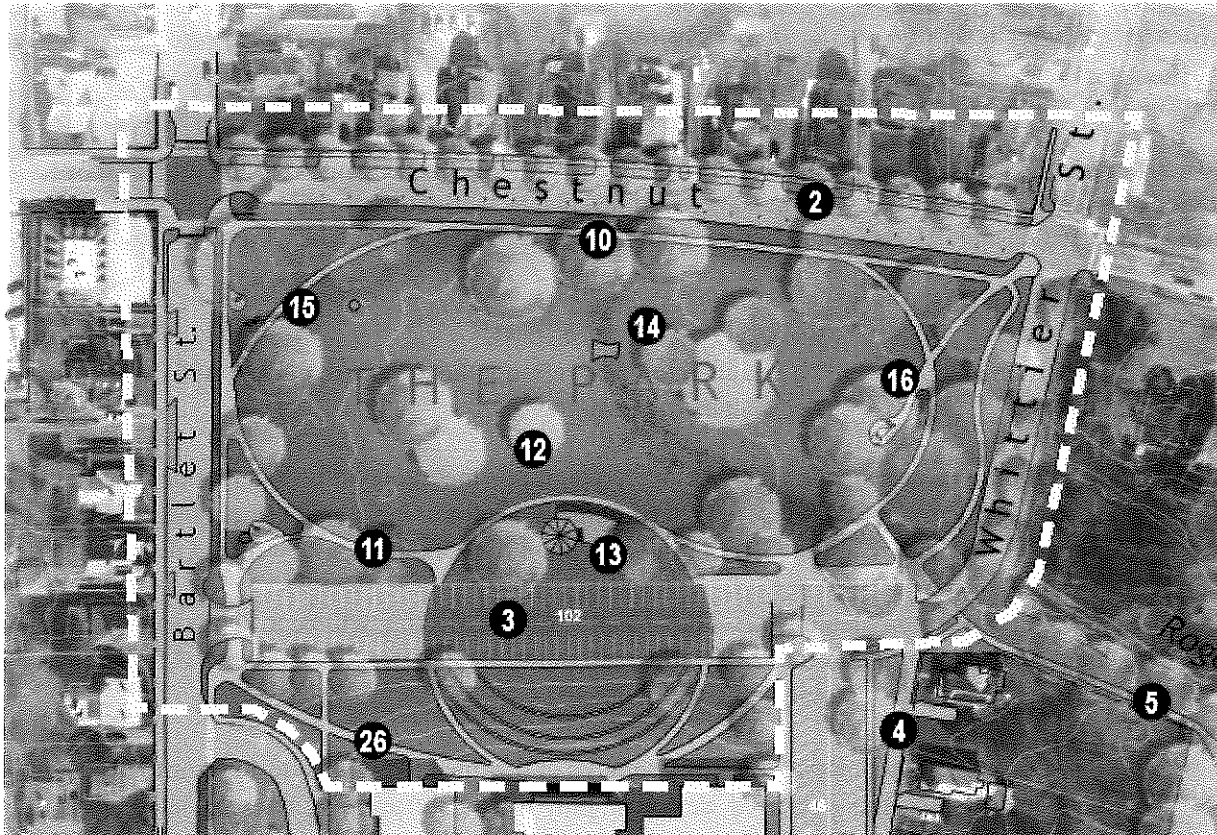


Figure 1. The Park Master Plan concept w/ project limits shown in yellow.

This project will consist of a phased work process comprised of project coordination and working group meetings, data collection, and schematic design. While final design, bid services, and construction are anticipated phases of the project, there is a need to define both the programmatic and cost aspects of the project before proceeding with these tasks. As such, the current scope of services is completed up through schematic design and the follow-on tasks are reserved and will be determined at a later date.

II. SCOPE OF SERVICES

Task 1.0 - Project Coordination and Meetings

Subtask 1.1: Project Coordination

Over the duration of the project, we assume weekly coordination and correspondence with the project manager (and others as needed) in the form of email and/or conference calls (Zoom, Teams, etc.).

- 1.1.1 - This task allocates time for the project director and/or the project manager to provide these services.

Deliverables: Communication & coordination estimated at 4 hours per week over the project duration.

Subtask 1.2: Working Group Meetings

GPI will attend the following working group meetings to facilitate the refinement of the project scope, provide an orderly exploration of design considerations, and to facilitate a decision-making process to reach a preferred design. All design and preparation time is provided under Tasks 3 and 4.

Program Analysis & Development

Three working group meetings will be assigned towards refining the project scope and will build on the recommendations of the PPMC Master Plan as follows:

- 1.2.1 - Working group meeting #1: The objective of this meeting will be to 1) refine the project goals & objectives, and 2) review the list of scope items for completeness (including additions or subtractions). Refer to Subtask 3.1.1 for a description of work to be reviewed and discussed.
- 1.2.2 - Working group meeting #2: The objective of this meeting will be to 1) review and refine a detailed draft park program for each component of the park. Refer to Subtask 3.1.3 for a description of work to be reviewed and discussed.
- 1.2.3 - Working group meeting #3: The objective of this meeting will be to 1) prioritize each scope item (i.e., essential, preferred, desirable, only if feasible) and 2) set appropriate budget targets based on current and anticipated funding. Refer to Subtask 3.1.4 for a description of work to be reviewed and discussed.

Concept Analysis

Two working group meetings will be dedicated to reviewing selected components of the project.

- 1.2.4 - Working group meeting #4: The objective of this meeting will be to 1) review alternate concepts for selected areas of the park program and 2) provide feedback to the design team. Refer to Subtask 3.2.1 for a description of work to be reviewed and discussed.
- 1.2.5 - Working group meeting #5: The objective of this meeting will be to 1) select updated options from meeting #4 and 2) assemble a list of preferred project options. Refer to Subtask 3.2.2 for a description of work to be reviewed and discussed.

General Plan Development

One working group meeting will be assigned towards review of the schematic design.

- 1.2.6 - Working group meeting #6: The objective of this meeting will reconvene the full working group to 1) review and comment on a draft version of the schematic plan and 2) review associated visualizations. Refer to Subtask 4.1.1 and 4.2.1 for a description of work to be reviewed and discussed.

Probable Estimate of Cost

One working group meeting will be assigned to review the order of magnitude cost.

- 1.2.7 - Working group meeting #7: The objective of this meeting will be to 1) review and comment on probable cost of project costs and 2) make recommendations for additions or deletions. Refer to Subtask 4.3.1 for a description of work to be reviewed and discussed.

Deliverables: Attendance and facilitation of Working Group Meeting. Each meeting is estimated at 3 persons at 4 hours per meeting which is inclusive of travel, attendance and minutes.

Subtask 1.3: Miscellaneous Meetings

In addition to the full working group meetings outlined in Subtask 1.2, we have provided time for miscellaneous meetings with various stakeholders.

- 1.3.1 – Stakeholder Meetings: We have allocated time to meet with various representatives of the different program areas on an individual basis (either virtually, on site, or in person) to fully understand the site and the programmatic implications of their components of the park. This might include the following:
 - Event planners
 - Veterans' groups
 - Maintenance staff
 - Police and fire
 - Memorial hall
 - Board of Selectman
 - Other

We assume that these meetings will be done either on an individual basis or as an organized day on - location with the various groups individually and in small combinations, each taking about an hour or so in time. Notes and photographs will be taken to guide the development of concepts.

Deliverables: Assumed hours for attendance and facilitation of meetings with stakeholders and preparation of meeting minutes.

Task 2.0 - Data Collection & Analysis

Subtask 2.1: Supplemental Survey

GPI will supplement existing survey coverage for portions of the PPMC project which necessitates

adding areas within the interior of the park and along Bartlet Street.

- 2.1.1 – Field Work: The area will be field surveyed for all existing surface features (structures, trees, curbs, walks, fences, lights, poles, signs, site furnishings, etc.) and surface indications of below ground utilities (covers, grates, shutoffs, vaults, etc.). Below ground utilities will be verified on - site as well as research collected in task 2.2.1 and recorded on project survey plans that will be amended for the project base maps. Additional features relative to landscape development particularly in areas of trees and existing vegetation will also be noted on the project plans based upon prior marking in the field of features to be attained.
- 2.1.2 – Base Plan Updates: The project survey will be formatted into a cad design base plan for project schematic design development. The plan will be established at a scale of 1" =20' to represent the entire Park project area.

Deliverables: updated survey in AutoCAD civil 3D, CAD Base plan

Subtask 2.2: Data Collection

While a great deal of data collection was done during the development of the PPMC Master Plan, the follow additional gathering is anticipated:

- 2.2.1 – Additional Record Info: Obtain and review available documents and files (i.e., paper drawings, electronic files, etc.) to ascertain further information that may supplement the site survey. In particular these might include the following:
 - Underground drainage and utilities plans (water, electric, etc.)
 - Irrigation plans
 - Lighting and wiring plans
 - Record design plans for brick walk design, prior bandstand improvements, etc.
 - Existing easements or covenants
 - Dedications or memorial obligations
- 2.2.2 – Tree Inventory Update: Update PPMC Master Plan Appendix II including total quantity, size and condition. Update existing tree plan and initiate draft areas of site preservation of tree and root zone protection.
- 2.2.3 – Site Investigations: Perform site investigations for data collection, photographs, measurements, proof of concept, etc. including:
 - Accurate documentation of memorials and other site features
 - Identification of shrub or flower layers

Deliverables: Develop and maintain folder and excel log of all record material obtained. Update tree inventory. Maintain a summary of all field data. Provide periodic updates to Town Project Manager.

Task 3.0 - Program Analysis & Development

Working with the Project Manager and the Working Group, the design team will facilitate further

analysis, development, and conceptual options to guide the process towards a preferred design as a part of a holistic plan.

Subtask 3.1: Park Program Refinement

- 3.1.1 – Refine Project Scope: Reaffirm project goals and objectives, and build on the 7 recommendations (#2, #3, #10-16) from the PPMC Master Plan and develop a complete list of park components to be incorporated. Potential adds for consideration include:
 - Restrooms
 - Event elements (holiday tree, electric ports, sound system, movie screen, etc.)
 - Security features (cameras, additional lighting, bollards, etc.)
 - Additional Memorials (honor wall, 7 flags, cannon cover, etc.)
 - Amenities (wayfinding, public art, splash pad, game tables, gateway arch, etc.)

A draft of 1) the project goals & objectives and 2) a draft list of project components will be presented and discussed at the 1.2.1 - Working Group Meeting #1.

- 3.1.2 – Schematic Diagrams: Understanding how the park is utilized during major events will inform the design layout of major project elements including gathering areas, circulation patterns, utility connections, etc. To facilitate a greater understanding of the park use, GPI will develop a series of individual schematic diagrams highlighting typical layout and protocols for the following annual events:
 - Run for the Troops 5K
 - Step Up for Colleen 5K
 - Clown Town
 - Crafts in the Park
 - Art in the Park
 - DCS Concert Series
 - Andover Cares Community Block Party
 - Lazarus House Hike for Hope

A composite image will be developed to highlight common elements. Final diagrams will be provided in template format and provided to the town for use in future event planning.

- 3.1.3 – Draft Park Program: Based on the list derived in 3.1.1, GPI will detail out each programmatic element to identify the following:
 - Functional criteria (gathering, storage, circulation, buffering, etc.)
 - Regulatory requirements (accessibility, fire access, security, etc.)
 - Qualitative criteria (materials, durability, compatibility, etc.)
 - Locational criteria (adjacencies, access, separation, etc.)
 - Quantitative criteria (size, capacity, number, etc.)
 - Technical criteria (code, dimensional standards, etc.)

A draft of 1) the park program will be presented and discussed at the 1.2.2 - Working Group Meeting #2.

- 3.1.4 – Assign Priorities & Costs: establish a working budget based on past and current funding. Set priorities for use in developing the design and for potential phasing. A draft of 1) the order of magnitude cost estimate and 2) a draft list of priorities will be presented and discussed at the 1.2.3 - Working Group Meeting #3.

Deliverables: Written goals & objectives, defined project scope, draft park program, project costs & priorities. Event diagrams for annual events, including pdf and Word format.

Subtask 3.2: Concept Development

The project team will identify and analyze the various component layers of the site.

- 3.2.1 – Component Analysis: GPI will break up the elements of the site design into miniaturized investigations and the development of design concepts for each area with plan, section and concept sketches for the following:
 - Perimeter sidewalks: the locations of sidewalks around the perimeter of the park should be made in the context of creating a continuous public sidewalk, avoiding impacts or removal of trees, and locating the sidewalks in such a manner that future development of additional on street parking and a tree belt along Chestnut Street.
 - Chevron walkways with bandstand focal point: The PPMC Master Plan points to the removal of the Chevron in lieu of a more organic shape that can leave a larger green space at the center of the park. Various configurations of this design concept will be explored in the alternatives to consider prevailing pedestrian circulation patterns, planned gathering areas, mature trees, etc.
 - Tree Plantings: There is an opportunity to look at the overall planting framework in relation to current park functions and use. A variety of factors will be considered including desired open space vs. shade and buffering, tree health, native vs. non-native species, etc.
 - Whitter Street Parking: Conceptual review of circulation and the feasibility of re-opening the parking to through traffic and accessible connections to The Park and bandstand will be explored. Concepts will include traffic calming measures, event staging, and potential hardscape improvements.
 - Garden areas and ornamental trees and shrubs: Consider the various garden areas and small-scale plantings devoted to areas around memorials/dedications and their role in the composition of the entire park. Evaluate how to interpret the former brook including 1) renovation of the aging Twinning’s Garden, 2) a seasonal garden feature (i.e., blue flowers) or 3) other to be determined.
 - Veterans Memorials: The park is populated with a variety of veteran’s memorial spaces with featured stones and plaques. Providing accessible routes to these memorial areas should be a priority consideration. At the same time many of these memorials are in vegetated areas with trees and other plantings and the design of the area should minimize tree or root impacts.
 - Bandstand: This prominent architectural feature has been an asset of the park for many decades and is well liked by the community. However, the current structure offers very little functionality and is not compliant with accessibility requirements. The design team

will explore the potential to improve the functions of the structure and potentially combine it with a new stage/performance area.

- Footbridge and the Twinning's area: Consider improvements that will interpret the former path of Rogers Brook and provide a setting for the extant footbridge. Evaluate how to interpret the former brook including 1) renovation of the aging Twinning's Garden, 2) a seasonal garden feature (i.e., blue flowers) or 3) other to be determined.
- Surface Drainage: review site grading in relation to proposed pathways and gathering areas to provide functional movement of storm water and to reduce soft or muddy areas. Consider green infrastructure solutions.
- Lighting: Adapt lighting to proposed circulation changes and gathering areas. Consider focusing on illumination of the landscape spaces rather than the accumulation of lighting as a furniture or decorative statement in the parks design.
- Placemaking artwork: Consider the addition of art that improves the character and interest of the park.
- Utilities: Consider the location of utilities in the overall project design to maximize reuse but also provide efficiency and functionality for the future. Avoid tree impacts and support park programing events.
- Historic preservation/treatment of special elements: Preserve and protect important elements with potential adaptive reuse.

Each area will be packaged into a bundled PDF with a brief description accompanying each option. The options will be presented and discussed at the 1.2.4 - Working Group Meeting #4.

- 3.2.2 – Preferred Components: The project team will take each of the preferred options based upon the feedback from the small group committees and make last minute refinements to put them together into a comprehensive package. A draft of the preferred components will be presented and discussed at the 1.2.5 - Working Group Meeting #5.

Deliverables: Initial concept studies, revised studies, consolidated preferred components.

Task 4.0 - Preferred Overall Schematic Design

Subtask 4.1: General Plan Development

Building on the previous tasks, all of the conceptual pieces from 3.2.2 will be assembled into a final schematic design plan. Initial AutoCAD line work will be developed for the following areas in representing conditions that we anticipate - but would be the result of the working process:

- 4.1.1 – Schematic Plan: The plan will consist of but not limited to the following:
 - Park edges (perimeter walks, parallel parking, tree belts)
 - Interior pathways (chevron walkways with bandstand focal point vs. other walkway designs more organic or park - like in form)
 - Parking area improvements (circulation and feasibility of re-opening the parking as traffic - calmed through traffic and safe walkways)
 - Planting framework (large canopy and ornamental trees)
 - Garden areas and ornamental shrubs
 - Veterans Memorials (access, maintenance, additional features)

- Bandstand (improvements or modifications, stage addition, etc.)
- Footbridge (Twinning's area, "buried" Rogers Brook interpretation)
- Surface Drainage
- Lighting
- Drainage (surface and underground)
- Utilities (sewer, water, electrical, irrigation)
- Artwork
- Historic preservation/treatment of special elements

An overall plan will be developed with all of these components and perhaps others still to be identified. The draft plan will be a black and white representation in line work of all of the elements to be included. This plan will be completed and conveyed to the working committee town staff and other officials for general review. Once the review of the park components has been completed in the context of the entire plan, a colored illustrative version of the plan will be prepared for public presentation.

Deliverables: Black and white schematic draft plan, color final schematic plan.

Subtask 4.2: Enlarged Views and 3D Visualizations

Based upon the overall illustrative site plan, distinct areas will be identified for elaboration with sketches or constructed perspectives and other detailed drawings. We assume that there will be four to five areas that will require these illustrations to show multiple elements from different directions of the park and the surrounding areas. These will be developed as a series of design sketches for key elements of the design including the pavilion, pergola, water feature, seating, pavement, planting areas, stage, historic elements, etc.

- 4.2.1 – Selected Enlarged Scale Plans: These studies will explore the quantitative and detail aspects, including:
 - Revised base concept, rendered plan with supporting details
 - Cross-sections
- 4.2.2 – Selected Visualizations: These studies will explore the various visual qualities and styles of the design and develop potential themes or motifs, including:
 - 2D & 3D sketches
 - Precedent images

Where necessary supplemental imagery in the form of historic photographs or other research information can also be provided to support and elaborate upon the design intentions for the overall park in the

Deliverables: Cross sections, 2D enlarged details & 3D images.

Subtask 4.3 Probable Estimate of Cost

An initial cost estimate will be developed for the overall park renovation and the new elements to be included as defined by the overall plan. The estimate will be based upon recent history cost experience from comparable projects as well as providing prevailing costs in the marketplace.

- 4.3.1 – Order of Magnitude Cost Estimate: An excel spreadsheet will be used with unit prices and quantities subtotaling to different components of the plan by specification divisions.

Deliverables: Order of magnitude cost broken down by project components.

Subtask 4.4 Final Schematic Plan

An initial cost estimate will be developed for the overall park renovation and the new elements to be included as defined by the overall plan. The estimate will be based upon recent history cost experience from comparable projects as well as providing prevailing costs in the marketplace.

- 4.4.1 – Revisions: GPI will revise components from subtasks 4.1 – 4.3 as required.
- 4.4.2 – Phasing Plan: In coordination with the project manager, GPI will develop a potential phasing plan for the project.
- 4.4.3 – Final Submission: A completed and revised set of products from Subtasks 4.1 – 4.3 will be provided to the down.

Deliverables: Final submission of schematic plan, enlarged views and 3D images, and probable estimate of cost.

Task 5.0 - Design Development & Permitting

[Reserved – Scope to TBD]

Task 6.0 - Preliminary & Final Construction Documents

[Reserved – Scope TBD]

Task 7.0 - Bid Phase Services

[Reserved – Scope TBD]

Task 8.0 - Construction Phase Services

[Reserved – Scope TBD]

ATTACHMENT B

SUMMARY OF WORK BUDGET

Attachment B
Summary of Work Budget

LABOR

<u>Item</u>	<u>Agreement</u>	<u>Total</u>
1.0 Project Management	\$ 28,248.00	\$ 28,248.00
2.0 Data Collection & Analysis	\$ 23,928.00	\$ 23,928.00
3.0 Program Analysis & Development	\$ 30,300.00	\$ 30,300.00
4.0 Schematic Design*	\$ 19,124.00	\$ 19,124.00
5.0 Design Development & Permitting	\$ -	N.I.C.
6.0 Preliminary & Final Construction Documents	\$ -	N.I.C.
7.0 Bid Phase Services	\$ -	N.I.C.
8.0 Construction Phase Services	\$ -	N.I.C.
Subtotal	\$ 101,600.00	\$ 101,600.00

EXPENSES

<u>Item</u>	<u>Agreement</u>	<u>Total</u>
Supplemental Survey (GPI)	\$ 17,400.00	\$ 17,400.00
Direct Expenses	\$ 1,000.00	\$ 1,000.00
Subtotal	\$ 18,400.00	\$ 18,400.00
TOTAL	\$ 120,000.00	\$ 120,000.00

* Task 4.0 budget reduced to fit available funds thru Task 4.3.

ATTACHMENT C

DESIGN COST ESTIMATE

ATTACHMENT D

CERTIFICATE OF INSURANCE

