

Copy 1

**TOWN OF ANDOVER**

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**DATE:** 7/31/2023

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

PARE Corporation  
10 Lincoln Rd., Suite 210  
Foxboro, MA 02035

1. This is a Contract for the procurement of the following: **Professional Engineering and Permitting Services for Nason's Landing ADA Kayak Access.**
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$98,950.00** for Phases 1, 2 and 3 per attached Scope of Services. Reimbursable expenses are limited to incidental printing and photocopying.
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 June 30, 2024, 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

*Janet M. Neenan* 7/19/23  
Division/Department Head Date

PARE CORPORATION  
Company Name

*[Signature]* 7/31/23  
Town Manager Date

*[Signature]* 6/29/23  
Signature Date

*Thomas P. Ryan* 7/18/23  
Purchasing Agent Date

J. MATTHEW BELLISLE, COO  
Print Name & Title

APPROVED AS TO FORM:

*Thomas J. Bellisle* 7/25/23  
Town Counsel *cm* Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

*[Signature]* 7/26/23  
Town Accountant Date

Article 19 FY24 64830-5700

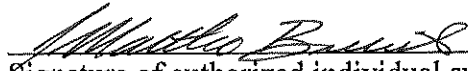


**CERTIFICATION OF GOOD FAITH & NON-COLLUSION**

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

J. MATTHEW BELLISLE  
Printed Name

PARC CORPORATION  
Name of Business (if applicable)

05-0349690  
Social Security or Federal Tax Identification Number



**CORPORATE VOTE**

At a duly authorized meeting of the Board of Directors of PARC CORPORATION  
held on JUNE 15, 2023 at which all the  
Directors were present or waived notice, it was voted that J. MATTHEW BELLISLE,  
COO 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 J. MATTHEW BELLISLE, shall be binding upon this company.

A TRUE COPY ATTEST:

[Signature]  
Clerk,

Date of this Contract

6/29/23

I hereby certify that I am the Clerk of PARC CORPORATION, that  
J. MATTHEW BELLISLE is duly elected COO 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.

[Signature] Clerk Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29th DAY OF JUNE, 2023

[Signature]  
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.

**COLLETTE L. GAGNON**  
Notary Public  
State of Rhode Island  
My Commission Expires 03/28/2025  
ID # 36771





Engineers | Scientists | Planners

PARECORP.COM



November 30, 2022  
December 29, 2022

Ms. Janet Nicosia  
Director of Facilities  
Town of Andover  
5 Campanelli Drive  
Andover, MA 01810

**RE: PROFESSIONAL ENGINEERING AND PERMITTING SERVICES  
NASON'S LANDING ADA KAYAK ACCESS ANDOVER, MASSACHUSETTS  
(Pare Project No. 22111.00)**

Dear Ms. Nicosia:

In response to your request, Pare Corporation (Pare) is pleased to have this opportunity to submit this Proposal to the Town of Andover for Professional Engineering and Permitting Services for the project referenced above. Outlined herein is a brief description of your project, our proposed Scope of Services, and the method and basis of compensation for our services.

### **PROJECT DESCRIPTION**

Andover has requested a proposal for Design and Permitting services for the Nason's Landing ADA Kayak Access Project located Andover, MA. This project will include design and permitting for a proposed ADA accessible kayak launch facility, including parking, stormwater management, and an ADA accessible kayak launch dock. A Notice of Intent (NOI) will be prepared and submitted to the Andover Conservation Commission. Pare anticipates the scope of work will consist of the following:

### **SCOPE OF SERVICES**

#### **Basic Services**

#### **Site/Civil Engineering Services**

#### **Task 101 Survey**

Pare will subcontract a licensed professional land surveyor to perform a topographic and bathymetric survey of the approximately 1.0 acre site. The topographic survey will identify utilities, signage, pavement, existing topography, culvert inverts, overhead wires, and other site features. Additionally, soundings will be provided within the area of the proposed dock. The survey will be produced at 1"=20' with 1' contours. Survey will reference the Massachusetts State Plane Coordinate System (NAD83) and vertically to NAVD88.

FOXBORO, MA 02035

508.543.1755

8 BLACKSTONE VALLEY PLACE

LINCOLN, RI 02865

401.334.4100

14 BOBALA ROAD, SUITE 2B

HOLYOKE, MA 01040

413.507.3448

10 LINCOLN ROAD, SUITE 210

## **Task 102 Design Development Phase**

Pare will further develop the concept plan prepared as part of the Feasibility Study for this site. Pare will perform the following engineering design services to prepare Design Development documents for submission to Client in accordance with the project schedule, based on the layout and plans approved under the feasibility study.

1. **Project Administration/Coordination/Meetings:** Pare will coordinate with the Client and the project team throughout this phase to discuss design development issues related to this project. It is anticipated that up to four (4) coordination meetings to discuss project related issues which will be held via teleconference.
2. **Site Plan Development:** It is anticipated that the following plan sheets will be required for design development plan completion.

General Site Plans: General Site Plans will be prepared by Pare showing roadways, parking areas, driveways, curbing, sidewalks, wheelchair ramps, and other site features. Appropriate layout dimensions and geometry will be shown, as necessary.

Grading Plans: Pare will prepare Grading Plans showing finished grades around the proposed development and throughout the areas of proposed surface disturbance to allow for proper grading for landscaping, drainage, and erosion control.

Demolition, Erosion, and Sediment Control Plans: Demolition, Erosion, and Sediment Control Plans depicting existing site features to be removed, relocated, and/or disposed will be prepared. Erosion and sediment controls meeting the requirements of the MA Erosion & Sediment Control Handbook will be depicted on the erosion and sediment control plans.

Drainage and Utility Plans: Drainage and Utility Plans will be prepared for presentation of the applicable drainage and other utility improvements associated with this project.

Pier, Pile, and Float Layout: Pare will prepare layout plans showing the final spacing and size of the proposed ADA kayak launch floats including retaining walls, slope stability and erosion protection, gangway orientation, float layout, and pile sizing.

Details: Pare will prepare detail sheets consisting of pavement composition, drainage, utility, site elements and erosion and sedimentation control details required for construction.

3. **Test Pits:** Pare will witness test pits to be performed in the vicinity of the proposed parking area, test pits will be performed by others. Pare will classify soil conditions and estimate seasonal high groundwater elevations to be used for stormwater management systems design.

### **Task 103 Construction Documents**

Upon completion of the Design Development phase, Pare will perform engineering design services to prepare construction documents and project sitework technical specifications based on the layout and designs approved in Task 102.

Preparation of one submission for Construction Documents submissions are included in this phase. The following tasks are anticipated for the preparation of construction documents and specifications for the proposed project.

1. **Project Administration and Coordination:** Pare will coordinate with the Client and the project team during the development of the construction documents. Attendance at one meeting during this stage of the project via teleconference has been budgeted.
2. **Construction Document Development:** Pare will perform engineering services to prepare final construction document plans. Pare will coordinate final plan details, site layout and utility connections with the Client and the project team. The following plans are anticipated:
  - General Notes and Legend Plan
  - Demolition, Erosion, and Sediment Control Plan
  - General Site Plan
  - Grading Plan
  - Drainage and Utility Plan
  - Civil Details
  - Kayak Launch Float Plan
  - Kayak Launch Sections
  - Float and Gangway Details
3. **Sitework Technical Specifications:** Pare will prepare sitework technical specifications for the construction document bid package, where applicable the specifications will be based upon the Massachusetts DOT standard specifications for the site engineering related items for this project.

#### **Task 104 Construction Administration**

1. **Project Administration and Coordination:** Pare will coordinate with the Client and Contractor during the construction period. Pare has carried budget for two meetings during this phase.
2. **Construction Document Addendum Preparation:** If requested by the Client, Pare will provide written or sketch clarification to bidding contractors as required during the Bidding Phase. Once the Bidding Phase is complete, Pare will provide one final issued Construction Document Addendum incorporating document changes to the bid document package. Pare has budgeted 12 hours for this task
3. **Construction Observation:** Pare will visit the Site at selected intervals as the construction proceeds to observe and report on the progress and quality of the executed work and prepare an opinion of whether or not the work is proceeding in accordance with the design concept. Four field visits are included in this proposal.
4. **Consultation during Construction:** Pare will be available to provide consultation during construction to interpret and make clarifications to contract plans and specifications, and resolve changes brought about by field conditions encountered. Pare has budgeted 16 hours for this task. Construction changes based upon Owner or Contractor requests or substitutions will be considered an additional service.
5. **Shop Drawing Review:** Contractor's submittals will be reviewed for compliance with the plans, specifications, and contract documents and for conformance with the design concept. Review of submittals will be limited to twice. Pare has budgeted 20 hours to this task. Additional reviews will be billed as additional services.
6. **Punch List Review and Closeout:** Pare will assist the Client in the preparation of a sitework punch list to be utilized in determining the Contractor's substantial completion of sitework construction. For this effort, Pare has budgeted for one punch list site inspection visits and for the preparation of a sitework punch list.
7. **Record Document Review:** Pare will assist the Client in the review Record Drawings produced by the Contractor for sitework construction. Pare has carried budget only for a review of a prepared record drawing and has not budgeted anytime to prepare this plan.

#### **Geotechnical**

##### **Task 201 – Geotechnical Program**

- 1. Borings:** It is understood that no existing subsurface information is available for the site. Pare will subcontract a drilling company to undertake two (2) test borings within the project area, one in the area of the conceptual headwall location for the kayak launch and a second within the parking lot footprint. The borings will be advanced to a depth of 40 feet below existing grade to characterize the general subsurface conditions, with sampling performed continuously thru the top 10 feet and then at 5-foot intervals thereafter. Approximately 10 feet of rock coring will be performed if bedrock is encountered.

It is anticipated that a track-mounted drilling rig will be used for undertaking the borings and the exploration program and, as proposed, will require 2 rig-days to complete. Prior to commencing the subsurface exploration program, Pare will file a Locate Request Form with Dig safe and coordinate the locating of private utilities with the Town. Pare will provide a field engineer to classify the samples retrieved during the sampling procedures, and to generally coordinate the subsurface exploration program. At the completion of the program, Pare will prepare typed logs of the test borings for incorporation into the contract documents.

As part of the soils classification, geotechnical laboratory tests on selected soil samples will be performed to verify field visual classifications, refine soil properties, and evaluate the potential for reuse. These tests will include grain size (sieve) analysis (ASTM D421/422). It is anticipated that four (4) grain size analyses will be completed to evaluate the soil stratum.

*Please note that this scope of work does not include an assessment of the presence of oil or hazardous materials at the site, and the characterization of the excavated soil or groundwater that may be generated as a result of the planned construction or site work.*

## **Permitting**

### **Task 301 – Wetland Delineation & Report**

- 1. Project Administration /Coordination:** Pare will coordinate with the project team to confirm permission to access the site and establish the limits of delineation. Following the survey, Pare will coordinate to confirm that the wetlands and associated regulatory buffers are accurately shown on the project plans.
- 2. Site Walk:** A Pare wetland scientist will attend one (1) site walk with the Andover Conservation Commission, representative(s) from the Town of Andover, and other interested parties. The intent of the site walk is to identify areas of concern on the site and obtain a general inventory of existing conditions and environmental constraints. During the site walk, Pare will sketch the approximate locations of wetlands, plant communities, wildlife habitat features, and potential restoration opportunities such as invasive plant communities and human disturbances.
- 3. Wetlands Delineation:** Pare wetland scientists will review available mapping and will conduct a field investigation to identify and delineate the edges of regulated resource areas on the site. During the field visit,

Pare will examine all areas on the property for the presence of wetlands based on vegetation, soils, and visual indicators of hydrology.

Delineations will be completed in accordance with the Massachusetts Wetlands Protection Act Regulations (310 CMR 10.00, the Regulations), and the methodology specified in the publications entitled Delineating Bordering Vegetated Wetlands under the Massachusetts Wetlands Protection Act (Jackson, 1995) and The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region (U.S. Army Corps of Engineers, 2012). Pare will collect field data at representative plots along the wetland/upland border for use in future permitting documentation (BVW Data Forms or USACE data forms as required)

4. **Field Assessment Report:** Pare will complete a Field Assessment Report to assist with project planning, summarizing the findings of the site walk and wetland delineations. The report will include descriptions of the methodology used in wetland delineations and field investigations; review of published mapping including relevant MassGIS data layers; descriptions and classifications of the various wetland resource areas delineated on the property; descriptions and characterizations of the buffer zones and Riverfront Area potentially impacted by proposed development; and discussions of notable plant communities, wildlife habitat areas, and restoration opportunities (i.e. invasive species) encountered along the project route. Appendices to the report will include MassGIS figures and annotated site photographs.
5. **Wetlands Protection Act/Notice of Intent:** At the design development design stage, Pare will prepare a Notice of Intent (NOI) for submission to the Andover Conservation Commission and Massachusetts DEP. The NOI will include the required state and local forms; locus and resource maps; abutter list; a project narrative; wetland delineation report; stormwater management report; and project plans. The narrative description will include a description of the existing site, the need for the project and the proposed activities, and will document project compliance with applicable sections of the Wetlands Protection Act Regulations found at 310 CMR 10.00 and the Town of Andover Article XIV Wetlands Protection Bylaw. Pare will notify abutters in accordance with the state and local regulations at the time of the NOI submission. Pare will attend up to two Public Hearings for the NOI and, if requested, will attend one (1) site walk with the Andover Conservation Commission or its agent.

This scope assumes that the project will avoid direct alterations to freshwater wetlands and that wetland replication will not be required as part of this scope. Should it be determined that permanent wetland alterations are unavoidable, Pare can develop a Wetland Replication Plan under a supplemental agreement.

6. **Massachusetts Chapter 91 Public Waterfront Act:** The construction of a new kayak/canoe launch in a navigable waterway falls under the jurisdiction of MGL Chapter 91 and its implementing regulations at 310 CMR 9.00. At the design development stage, Pare will coordinate with state officials and attend a preapplication meeting with MassDEP Waterways Regulation Program staff prior to the submission of any application. Based upon our current understanding of the project scope, Pare assumes that the project will qualify for certification under the General License (BRP WW24) referencing small docks, piers, and similar water-dependent uses. Should it be determined during design development that a Chapter 91 Permit or License will be required, Pare can proceed with this effort under a supplemental agreement.

7. **U.S. Army Corps of Engineers (USACE):** Based upon our current understanding of the project scope, the project will involve limited work within navigable waters, tributary streams, or adjacent federally-protected wetlands as Waters of the United States (WOTUS). It is anticipated that this work would qualify for coverage under the USACE General Permits (GPs) for Massachusetts. Early in the permitting process, Pare will assess quantified impacts against the thresholds in the GPs in order to confirm that the work qualifies for coverage under the GPs and determine whether they warrant Self-Verification (SV – activities not requiring a formal application), or whether they require submission of a Pre-Construction Notification (PCN – requiring an application to USACE).
  
8. **Natural Heritage and Endangered Species Program:** In compliance with general conditions set forth in the USACE GPs, Pare will review available mapping and submit notifications to the State Historic Preservation Officer, relevant Tribal Historic Preservation Officer(s), and rare and endangered species authorities to determine that the proposed project activities will have no impact upon rare wildlife or features of historic or tribal significance.

At this time Pare does not believe that any other environmental approvals will be required and, therefore, any additional applications are specifically omitted from this Proposal. Should additional permits become necessary, applications for such shall be prepared under supplemental agreement. Should any Order of Conditions issued by the Town be appealed, activities to address the appeal shall also be performed under supplemental agreement.

All application, filing, review, notification, or other fees shall be the responsibility of the Client.

#### **Assumptions & Exclusions**

Pare's Scope of Services is defined above. Pare has performed a preliminary review of available information and based on discussions between the Town and Pare, the following specific assumptions & exclusions have been identified. Pare is available to provide additional services related to these exclusions, but at this time they are not included in this proposal.

1. Services not included within this scope of services include, but are not limited to:
  - Additional alternative layouts than the conceptual design
  - Equipment for Test Pit Excavations.
  - Temporary traffic control for excavations.
  - Preparation of any permit applications not listed.
  - Laboratory testing and analysis for soils.
  - Landscape architecture services.
  - Environmental OHM services.
  - Underground utility locating services.

#### **SERVICES PROVIDED BY CLIENT OR OWNER**

The Client or Owner shall provide the following services and information for this project:

- Provide backhoe and operator to excavate test pits.
- Existing information, including but not limited to, as-built drawings and previous records where appropriate and available.

### **OUTSIDE SERVICES**

No outside services are anticipated for this project at this time.

### **ADDITIONAL SERVICES**

Other services required by the Client that are not part of the Scope of Services, as described above, shall be considered Additional Services. Additional Services shall be furnished by Pare or obtained from others by Pare if requested in writing by the Client. The Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by the Client.

### **PERIOD OF SERVICE**

The time period for performance of the services shall generally follow the schedule outlined below:

Basic Services will commence upon written authorization to proceed and information required to perform our services.

### **BASIS OF COMPENSATION AND CONDITIONS OF ENGAGEMENT**

The Town of Andover shall pay Pare for Basic Services rendered as described above, an amount based on actual accrued time in accordance with the attached Schedule of Fees for services rendered by principals and employees assigned to the Project.

Invoices for services rendered and expenses incurred will be submitted monthly and are due and payable within ~~seven~~ 30 business days of the Client's receipt of payment for the Engineer's invoices from the Client's Client. ~~Invoices not paid within seven business days after the Client's receipt of payment for the Engineer's services shall be subject to a one and one-half percent (1.5%) per month interest charge.~~

### **ESTIMATED CHARGES**

Based upon the defined Scope of Services contained herein, it is estimated that the effort and cost for completing the work will be as follows:

**Basic Services**

**Phase 1**

Task 101 Survey	\$ 5,850.00
Task 102 Design Development Phase	\$ 25,900.00
Task 301 Wetland Delineation & Permitting	\$ <u>19,500.00</u>
<b>Total Phase 1 Basic Services Fee</b>	<b>\$ 51,250.00</b>

**Phase 2**

Task 201 Geotechnical Program	\$ 15,650.00
<b>Total Phase 2 Basic Services Fee</b>	<b>\$ 15,650.00</b>

**Phase 3**

Task 103 Construction Documents	\$ 12,800.00
Task 104 Construction Administration	\$ <u>19,250.00</u>
<b>Total Phase 3 Basic Services Fee</b>	<b>\$ 32,050.00</b>

**Reimbursable Expenses:** Lump sum fees include incidental expenses including ~~travel (mileage) and~~ incidental printing. Permitting fees included permit fees, mailing (abutter notifications) and printing for permit submittals will be paid directly by the Client. If requested Pare will pay permitting fees and submit as reimbursable expenses.

~~Pare reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.~~

In addition to payments provided for as above, unless and as otherwise provided for in this Proposal and Agreement for Professional Services, The Client shall pay Pare the costs of reimbursable expenses incurred and in accordance with the attached Schedule of Fees.

Rates for personnel categories and for reimbursable expenses are shown on the attached Schedule of Fees.

This represents our best judgment at this time as to the effort required to achieve the stated objectives. It should be recognized that should you change the Scope of Services or corresponding level of effort upon which this proposal is based, that an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges and we will not exceed the recommended budget without your approval, nor will be required to work beyond the approved budget.

~~Pare reserves the right to renegotiate or adjust the fee accordingly if its Proposal for Service is not accepted within a sixty (60) day period.~~

---

The above stated Scope of Service constitutes our Proposal for Professional Services in connection with this Project. Should you accept this Proposal, we will enter into a separate form of agreement that will supersede this Proposal and constitute the final, complete and integrated agreement between us.

We look forward to working with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,

James Jackson, P.E.  
Managing Engineer

Schedule of Fees dated November 30, 2022

---

## SCHEDULE OF FEES

For Proposal for Services, dated November 30, 2022  
(Pare Proposal No. GQ366.22)

### LABOR:

Engineer I	\$ 125.00/Hour
Engineer II	\$ 150.00/Hour
Project Engineer	\$ 175.00/Hour
Senior Project Engineer	\$ 200.00/Hour
Managing Engineer	\$ 225.00/Hour
Principal/Officer	\$ 275.00/Hour
Environmental Scientist	\$ 110.00/Hour
Senior Environmental Scientist	\$ 125.00/Hour
Managing Environmental Scientist	\$ 170.00/Hour
Principal Environmental Scientist	\$ 175.00/Hour
Senior Project Coordinator	\$ 150.00/Hour
CADD Operator/Designer	\$ 100.00/Hour
Senior CADD Operator/Designer	\$ 125.00/Hour
Principal CADD Operator/Designer	\$ 150.00/Hour
GIS Specialist	\$ 125.00/Hour
Construction Observer	\$ 105.00/Hour
Senior Construction Observer	\$ 125.00/Hour
Principal Construction Observer	\$ 150.00/Hour
Engineering Technician	\$ 90.00/Hour
Senior Engineering Technician	\$ 105.00/Hour
Clerical/Office Personnel	\$ 90.00/Hour

### REIMBURSABLE EXPENSES:

Mileage (at Federal Standard Rate)	\$ 0.625/Mile
Printing/Copying Wide Format (in-house)	\$ 0.15/Square Foot
Photocopying (in-house)	\$ 0.10/Copy

Outside Services and



## Out-of-Pocket Expenses

Cost plus 10%

The above rates for technical and support personnel will be charged for actual time worked on the project. In addition, there will be charges for time required for travel from company office to job or site, and return.

For expert and material witness services, including preparation, associated with any actual or potential litigation, mediation, arbitration, or similar proceeding, a fifty percent (50%) premium will be added to the above rates. Overtime worked by non-exempt, non-professional employees will be charged at a rate of one and one-half times the rates shown above for all time worked in excess of 8 hours per day.