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TOWN OF ANDOVER

Contract FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 4/9/24

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

GM2 Associates, Inc.
10 Cabot Road, Suite 101B
Medford, MA 02155

1. This is a Contract for the procurement of the following: **Professional Engineering Services for Essex Street MassWorks Grant 2023**. Scope of Services in Attachment A.
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$464,595.00**
3. Payment will be made as follows: Within 30 days of detailed invoice. Pricing in Attachment B.
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, 2026, 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, although the Town shall pay the Contractor specifically or proportionately for all Services provided and materials supplied by it up to the date of its receipt of the termination notice from the Town. 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 of same 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 material 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:

Commitment by the Contractor of any material breach of the terms or conditions of this Contract shall confer upon the Town of Andover 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 actual 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 any negligent act or omission regarding Contractual services being performed or to be performed, on the part of 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.

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.

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:

 Associates Inc.

Rev Date 11-09-2023

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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.



Associates Inc.

Rev Date 11-09-2023

- 35.2 Broad Form Commercial General Liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, or such higher amount as the Town may require, and which shall cover bodily injury, death, or property damage arising out of the work.
- 35.3 Automobile Liability Insurance, including coverage for owned, hired or borrowed vehicles with limits of at least \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- 35.4 Professional Liability Insurance covering errors, omissions and acts of the Contractor or of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal one million dollars or such larger amounts as the Town may require for the applicable period of limitations, which coverage shall be maintained for a period of at least three (3) years after the date of the final payment by the Town. The Contractor shall obtain such insurance coverage at its own expense and provide certificates of insurance to the Town at least 7 days prior to the execution of the Contract by the Town.
- 35.5 The intent of the Contract provisions regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 35.6 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this contract for the duration of the contract must be submitted to the Town at least 7 days prior to execution of this Contract by the Town with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit certified copies of all policies to the Town within 7 days of such a request. All insurance companies shall be authorized by the Massachusetts Commissioner of Insurance to do business in the Commonwealth of Massachusetts.
- 35.7 The Town and its employees and officials shall be named as an additional insured on the above-referenced liability policies with the exception of the Professional Liability policy and the Contractor's insurance coverage shall be primary and non-contributory with respect to any other coverage available to additional insureds. The certificate of insurance shall so state the foregoing. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 35.8 The above referenced Liability policies (General Liability, Auto Liability, and Workers Compensation) shall include a Waiver of Subrogation endorsement in favor of the Town. The certificate of insurance shall so state the foregoing.
- 35.9 The General Liability and Automobile Liability shall be written on an occurrence basis.
- 35.10 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 35.11 Coverages are to be maintained for a period of 3 years after final payment.
- 35.12 Contractual liability must recognize the indemnity contained in this Agreement.

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

THE TOWN

THE CONTRACTOR

[Signature] 3/21/24
Division/Department Head Date

GM2 Associates, Inc.
Company Name

[Signature] 4/9/24
Town Manager Date

[Signature] March 18, 2024
Signature Date

[Signature] 3/21/24
Purchasing Agent Date

Manish K. Gupta, PHD, PE, President & CEO
Print Name & Title

APPROVED AS TO FORM:

[Signature] 4.5.24
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS: 535294-5700

[Signature] 3/29/24
Town Accountant Date

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

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

CERTIFICATE OF STATE TAX COMPLIANCE

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



Signature of authorized individual submitting bid/proposal

Manish K. Gupta, PHD, PE, President & CEO

Printed Name

GM2 Associates, Inc.

Name of Business (if applicable)

06-1510087

Social Security or Federal Tax Identification Number

Attachment A – Scope of Services

Town of Andover, MA

Andover, MA.

Essex Street – 2023 MassWorks Grant

Scope of Services

GM2 Associates, Inc. (GM2) is pleased to submit this Proposal for Professional Design Consulting Services for the proposed roadway infrastructure improvements to the Essex Street corridor located in the Town of Andover, Massachusetts. The services outlined in this proposal include those considered customary and necessary to develop preliminary and final design plans, and construction contract documents for the project in accordance with the Town of Andover's standard practice and meet the requirements of a MassWorks funded transportation improvement project. Massachusetts Department of Transportation (MassDOT) guidelines, policies, and directives will be utilized when Town standards are not available. Project procurement and construction phase services have also been included.

GM2 has prepared this proposal based upon discussions with the Town regarding the project, our initial investigations of the project area, and our prior experience in developing projects of similar character and with similar issues. In this regard, GM2 proposes to provide to the Town of Andover the following services:

Task 1 - Project Initiation and Data Collection

- **Project Kick-off Meeting/Site Walk**
 - GM2 will attend a project kick-off meeting/site walk with the Town to discuss the project goals and objectives, project limits, details and scope of work, matters of project coordination and design, and project schedule.
 - GM2 will review all reports, studies, plans, surveys, data, and other information provided by the Town relative to the proposed improvements.
 - GM2 will photo and video-document the project area for reference during design.
- **Traffic Data Collection**
 - GM2 will undertake a traffic data collection program that will be used to develop an existing (2023) traffic volume network for the project area. GM2 recommends that the counts be conducted on a weekday while Andover Public Schools are in session.
 - GM2 will conduct weekday morning and afternoon peak hour turning movement counts at the following locations to meet MassDOT standards:
 - Essex Street at Railroad Street and Pearson Street
 - Essex Street at Railroad Crossing
 - Essex Street at School Street (Two locations)
 - Essex Street at Ridge Street and Brook Street
 - School Street at Lupine Road and Ridge Street
 - GM2 will perform 48-hour Automatic Traffic Recorder (ATR) counts at the Essex Street and Railroad crossing intersection. The ATR data will include hourly traffic volume, vehicle classification (passenger cars, trucks, buses) and speed measurements for each vehicle over the count period.
 - GM2 will use and incorporate projected traffic counts/movements from the Minco development team as proposed and peer reviewed.
 - GM2 will apply Seasonal Adjustment Factors to the traffic volumes based upon the nearest MassDOT count stations to determine an Annual Background Growth Rate.
 - GM2 will obtain the latest five-year crash data on record from MassDOT/Town of Andover Police Department.

Task 2 - Field Survey and Base Plan Preparation

An existing conditions survey is needed to support the reconstruction of the Essex Street corridor. The proposed survey limits of work include approximately 1,800 linear feet of Essex Street, between Main Street to the north and Shawsheen Road to the south. The proposed survey limits will extend approximately 150 linear feet up each existing side street. See Attachment D for proposed Survey Limits.

- The survey will include topography and detail to approximately 15 feet outside the rights-of-way and the location of adjacent building corners for context.
- The survey will include subsurface utility plan research, drainage and sewer invert measurements, and compilation of right-of-way and abutting property lines based on registry of deeds records and monuments found in the field. The survey will be prepared to MassDOT standards. The specific subtasks associated with this effort are as follows:
 - Conduct research at the Town of Andover Assessors and Water and Sewer Departments, MassDOT, and the Essex County Registry of Deeds to recover deed, plan, easement, and other record instruments to compile the right-of-way lines for the limits of work and the intersecting property lines, and to obtain utility records.
 - Conduct research at public and private utility agencies with utility services within the project limits to obtain documents of record if they exist and are available. Note that GM2 does not provide any guarantee that all underground utilities will be discovered and/or documented on the Existing Conditions Plan. In the absence of accurate record plans, or visible evidence on the ground surface, it is not possible to locate underground utilities without additional investigation such as utility designation using specialized detection equipment. If requested, GM2 will engage a third-party contractor to conduct such investigations as an additional service.
 - Perform a GPS survey at the project to establish horizontal and vertical control points. Horizontal datum will be based upon the North American Datum of 1983 (NAD 83) and vertical datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88).
 - Perform an instrument survey of the project area establishing a survey control framework that will include the location of existing monumentation and other visible evidence of occupation.
 - Perform a topographical survey of the project area within the limits of work described above. Topography will include spot grades, pavement areas, pavement markings, curbs and berms, curb cuts, sidewalks, pedestrian ramps, the railroad crossing, adjacent building corners, sill elevations and other elevations and details existing along the face of adjacent buildings (front walks, steps, entryways and ramps) and fixed objects, walls, fences, signs, surface utility structures, utility poles, traffic signals and mast arms, control cabinets, location, size and spot elevation of stand-alone trees, landscaping, and other site features.
 - Record pipe sizes and types will be transferred to the plan from information received from the utility companies. Inverts will be measured for those drain structures within the limit of work that are accessible and free of debris.
 - Three (3) temporary vertical benchmarks will be established outside of the anticipated limits of construction.
 - Perform office computations of all field-measured data. The field data will be reduced, adjusted, and plotted. The record boundary will be reconciled with the monumentation found in the field. For the sake of this proposal, it is assumed that information collected contains sufficient description of property lines, and that suitable monumentation exists on the ground to be able to compile the property lines. If this assumption proves false, additional expenses may be incurred before the property lines can be compiled.
 - Prepare an Existing Conditions Survey Plan to MassDOT standards at a scale of 1" = 20'. Contours will be depicted at a one-foot contour interval. Utility information received from the utility agencies for the limit of work will be compiled. The final survey plan will be signed and stamped by a Professional Land Surveyor licensed in Massachusetts. AutoCAD electronic drawing files will be provided.

Task 3 – Preliminary Design Development

Based upon the information developed and collected during Tasks 1 and 2 of the project, GM2 will prepare Preliminary Design Plans for the proposed improvements in conformance with relevant MassDOT standards. The plans will be attentive to existing layout constraints; access management, existing driveway and pavement infrastructure; pedestrian and bicycle accommodation; intersection, driveway and parking area geometry; vehicular and pedestrian access and circulation; signage and pavement markings; project area drainage; and project area landscaping, as may be applicable.

• Public/Private Utility Coordination

- GM2 will initiate project coordination with each public and private utility having existing or proposed facilities within the project area to assess potential project impacts on those utilities. The following utilities are reported to have facilities within the project area:
 - Electric - National Grid Electric
 - Gas - Eversource Grid Gas
 - Telephone - Verizon
 - Water/Sewer - Andover DPW
 - Railroad - MBTA
 - Cable - Comcast
- GM2 will contact each utility to advise them of the proposed improvements and the anticipated/potential impacts to their facility and to solicit feedback from each utility associated therewith.
- GM2 will prepare for and attend a Town-scheduled coordination meeting with each utility, as may be required, to review the existing conditions and proposed improvements in the field.

• Environmental Permitting/Coordination

Massachusetts Wetlands Protection Act – Notice of Intent (NOI)

- GM2 will prepare an NOI for the project for review and filing with the MA DEP and the Town of Andover Conservation Commission.
- GM2 will attend the Conservation Commission site walk and hearing as required.

Preliminary Design Plans

The Preliminary Design Plans are anticipated to include:

- Title & Index Sheet
- Legend/Abbreviations/General Notes Sheet
- Typical Sections/Critical Sections
- Roadway Construction Plans
- Roadway Profiles
- Roadway Alignment & Grading Plans
- Traffic Sign & Pavement Marking Plans
- Traffic Sign Summary Sheet
- Temporary Traffic Control Plans and Details
- General Construction Details
- Curb Ramp & Driveway Details
- Roadway Cross Sections

Preliminary Design Estimate

- GM2 will prepare an itemized Preliminary Design Estimate of Probable Construction Costs for the proposed improvements based upon the Preliminary Design and MassDOT weighted average bid pricing.

Traffic Data Analyses / Functional Design Memorandum

- GM2 will prepare Traffic Data Analyses for the street network as follows:
- GM2 will prepare existing and future weekday morning and afternoon peak hour traffic volume projections to meet MassDOT standards.
- GM2 will conduct a Crash Analysis for the project area based on the most recent five-year period of accident data provided by MassDOT and the Town of Andover Police Department. The analysis will identify the type and severity of crashes, location, time of day, weather, and frequency of occurrence. Crashes involving pedestrians, bicyclists, and injuries will be highlighted. GM2 will calculate the crash rate for the intersections in accordance with MassDOT guidelines and compare it to the statewide and MassDOT District 4 regional averages. Crash trends and existing safety deficiencies will be identified, and safety improvement measures will be recommended for the study location.
- GM2 will perform weekday morning and afternoon peak hour level of service analyses for existing and projected year conditions at intersections.
- GM2 will prepare a Functional Design Memorandum to present the functional design of the geometric improvements. The Memorandum will include the following:
 - Project Background
 - Existing Conditions
 - Existing and Projected Traffic Volumes
 - Safety/Crash Analyses
 - MUTCD Traffic Signal Warrant Analysis
 - Existing and Projected Intersection Level-of-Service Analyses
 - Recommended Improvements

Preliminary Design Submission to Town

- GM2 will prepare a Preliminary Design Submission to the Town for review and approval. The Submission will include the following:
 - Preliminary Design Plans
 - Preliminary Design Estimate of Probable Construction Costs
 - Functional Design Report
- GM2 will meet with the Town to discuss the submission and to solicit feedback, accordingly.
- During the course of design, GM2 will represent the project at one (1) project stakeholders meeting, as may be desired by the Town, to present the proposed project improvements and impacts to immediate project stakeholders (abutters and business owners) and to solicit feedback, accordingly.
- Following Preliminary Design submission, GM2 will represent the project at one (1) public meeting, as may be desired by the Town, which will include organizing and preparing materials and handouts, providing any necessary audio-visual equipment, presenting materials, preparing meeting minutes, and other related tasks.

Task 4 – Final

Design Development

Final Design Plans

- GM2 will review the comments and recommendations received from the Town regarding the Preliminary Design Submission and will incorporate mutually agreed modifications and changes into the design as necessary. The Final Design Plans are anticipated to include:
 - Title & Index Sheet
 - Legend/Abbreviations/General Notes Sheet
 - Typical Sections/Critical Sections
 - Roadway Construction Plans
 - Roadway Profiles
 - Roadway Alignment & Grading Plans
 - Traffic Sign & Pavement Marking Plans
 - Traffic Sign Summary Sheet

- o Temporary Traffic Control Plans and Details
- o General Construction Details

- o Wheelchair Ramp & Driveway Details
- o Roadway Cross Sections

Final Design Specifications

- GM2 will prepare Special Provisions to MassDOT Standard Specifications for Highways and Bridges as may be required to support the construction of the proposed improvements.

Final Design Estimate

- GM2 will prepare an Itemized Final Design Estimate of Probable Construction Costs and Calculation Book for the proposed improvements based upon the Final Design and MassDOT weighted average bid pricing.

Final Design Submission to the Town

- GM2 will prepare a Final Design Submission Package to the Town for review and approval. The Submission Package will include the following:
 - o Final Design Plans
 - o Final Special Provisions
 - o Final Design Estimate/Calculation Book
- GM2 will make a Final Design Submission to the Town for review and will meet with the Town to discuss the submission and to solicit feedback, accordingly. GM2 will review the comments and recommendations received from the Town regarding the Final Design Submission and will incorporate mutually agreed upon modifications and changes into the design to produce complete Plan, Specification and Estimate (PS&E) documents to be used to secure bids for construction.

Task 5 – Project Bidding Assistance

GM2 will prepare a Bid Package for the Town's use in advertising the project for construction. GM2 will utilize the Town's standard templates for each of the required documents. The Bid Package is anticipated to include the following:

- o Invitation to Bid.
- o State Wage Rates
- o Bid Documents
- o Form of Contract
- o Performance and Payment Bond
- o General Specifications
- o Technical Specifications

- Upon advertising the project for construction, the Town will coordinate, schedule, and host a pre-bid conference with Prospective Bidders to discuss the project details, any outstanding questions relating to the proposed work, the bidding procedures, and the required contract provisions. GM2 will attend this meeting and will prepare the pre-bid conference agenda and document the discussions. GM2 will provide written responses to bidder questions, if necessary.
- GM2 will review bid proposals for completeness and accuracy and will develop a bid summary spreadsheet. GM2 will check professional references of the lowest apparent bidder and will provide the Town with a Recommendation-of-Award letter.

Task 6 – Construction Phase

Services Construction

Administration Assistance

Upon award and execution of the construction contract the Town will coordinate, schedule, and host a pre-construction conference with the Contractor and other affected parties to discuss the project details, including the scope of work, control of the work, control of materials, work zone safety, prosecution and progress of the work, and matters of measurement and payment as may be applicable. GM2 will prepare the pre-construction conference agenda and document the discussions.

- GM2 will review and approve Contractor shop drawing submittals associated with the proposed items of work as may be applicable.
- GM2 will review Contractor progress payment applications for accuracy and will provide the Town with comments and recommendations, accordingly.

Construction Observation and Monitoring Services

- GM2 will attend Project Coordination Meetings with the Town and the Contractor to discuss matters of project planning and coordination, construction prosecution and progress, and schedule.
- GM2 will provide periodic/milestone site visits to observe the progress and prosecution of the Contractor's work. The frequency of the site visits will be commensurate with Contractor's scope and extent of work underway at the time.
- GM2 will conduct a final inspection, with the Town, of the completed improvements associated with the project and will develop a Final Punch List for the Town to issue to the Contractor to address.

Attachment B - Fee Proposal

Fee for Services

GM2 proposes to complete Tasks 1 through 5 of the Scope of Services for a lump sum Labor Fee of \$353,615.00 with all associated Direct Expenses (mileage, printing, subsurface testing, traffic data collection, etc.) to be reimbursed at 1.10 times the actual cost.

GM2 proposes to complete Task 6 of the Scope of Services on a Time and Expense basis with all Direct Expenses (mileage, printing, subsurface testing, etc.) to be reimbursed at 1.10 times the actual cost.

GM2's Fee for Services is summarized as follows:

	Labor Fee
Task 1 - Project Initiation and Data Collection	\$13,460.00
Task 2 - Field Survey and Base Plan Preparation	\$83,875.00
Task 3 - Preliminary Design Development	\$138,020.00
Task 4 - Final Design Development	\$90,040.00
Task 5 - Project Bidding Assistance	<u>\$19,180.00</u>
Total Design Phase Fee	\$344,575.00
Task 6 - Construction Phase Services	\$108,540.00
Total Project Fee	<u>\$453,115.00</u>
Travel	\$4,530.00
Miscellaneous (printing, field supplies, filing fees, etc.)	\$4,450.00
Traffic Data Subconsultant	\$2,500.00
Total Direct Expenses	<u>\$11,480.00</u>
Total Project Cost	<u><u>\$464,595.00</u></u>

Attachment C – Assumptions and Exclusions

3.0 – Assumptions & Exclusions

The Scope of Services and Fee for Services associated with this Proposal has been prepared based upon the following assumptions:

- The construction scope of work for the proposed project is anticipated to include/exclude the following major items of work:
 - Includes minor roadway alignment and profile adjustments.
 - Includes roadway pavement reconstruction by appropriate methods (e.g., pavement reclamation/resurfacing, micromilling/resurfacing, full-depth box widening).
 - Includes existing granite curb resetting, and new granite curb installation where required.
 - Includes new cement and/or bituminous concrete sidewalks and driveway aprons.
 - Includes new ADA-compliant cement concrete curb ramps.
 - Includes limited drainage system modifications and adjustments.
 - Includes limited existing retaining wall reconstruction.
 - Excludes new retaining wall construction.
 - Excludes new traffic signal system construction.
 - Includes new traffic signing and pavement markings.
 - Includes site stabilization, and other incidental work.
- Assumes the Town will be responsible for all public notifications regarding the project (except where specifically noted).
- Assumes the Town will be responsible for obtaining all rights in public and private lands to be impacted by the proposed construction.
- Assumes the Town will make available to GM2 all available information pertinent to the project, including record plans, GIS data and previously prepared studies and reports.
- Assumes the Town will support GM2's design development efforts by providing DPW labor/equipment assistance and police detail/flagger protection as may be required.
- Other than an NOI, assumes no further environmental permitting will be required.
- Assumes no permitting and/or coordination with MassDOT will be required.
- Assumes the National Pollution Discharge and Elimination System (NPDES) Notice of Intent (NOI) obligations and requirements will be performed by the Contractor.



2024 Hourly Rates - Table No. 2024001

GM2 Associates, Inc. Massachusetts Offices

Rates are effective from January 8, 2024, through January 5, 2025

	TITLE	RATE
Engineering	Principal (5240)	\$300.00
	Senior Project Manager (5241)	\$260.00
	Engineering Project Manager (5242)	\$210.00
	Senior Engineer (5249)	\$190.00
	Engineer (5250)	\$160.00
	Assistant Engineer (5258)	\$140.00
	Engineering Technician (5254)	\$110.00
	Project Scientist (Wetlands, Environmental) (5270)	\$160.00
Survey	Survey Project Manager (5342)	\$180.00
	Assistant Survey Project Manager (5329)	\$160.00
	Survey Crew Chief (5331)	\$150.00
	Instrument Operator (5333)	\$135.00
	Survey Technician (5354)	\$110.00

NOTES:

1. Survey requests for construction layout, boundary layout, as-built plans, setting control, supplemental survey fieldwork, or other similar survey services will be invoiced as a half day (four hour) minimum, survey field services that exceed four hours will be invoiced as a full day. Requests are required to be made via email, 72 hours (three full business days) prior to the desired date for services. Phone requests will not be accepted. Work will not be scheduled until a signed Agreement is received from the Client.
2. Direct expenses including sub-consultants, printing, travel, delivery service, traffic data collection, borings, and test pits, testing fees, police details, filing fees, or any other direct expenses required for the completion of the project, will be billed at the actual cost, plus 10%.
3. Multi-year projects will be subject to annual rate changes. A revised rate sheet will be mailed at the end of each calendar year.

Attachment D – Proposed Survey Limits

