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TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 6/20/2024

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

Woodard and Curran
40 Shattuck Road, Suite 110
Andover, MA 01810

1. This is a Contract for the procurement of the following: **RFQ # 450/031/24 Lead and Copper Rule Compliance Engineering Services** under the Lead Service Line Inventory Planning Grant.

The Massachusetts Department of Environmental Protection’s Professional Services Agreements Required Provisions are included in Attachment A and are made part of this agreement.

2. The Contract price to be paid to the Contractor by the Town of Andover is : **\$445,000.00**.

3. Payment will be made as follows: Within thirty (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 anyone 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 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 always 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.
- 4.8 Standard of Care. Contractor will perform all services in a professional manner that is consistent with the other professionals performing similar services in the geographic area at the time services are rendered.

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 April 30, 2027, 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, 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:

Professional 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 consistent with the industry standard of care, (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 in existence at the time of this Contract, 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 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 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 Contractor executes the Contract. 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 or the Contractor shall be individually or personally liable on any obligation 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 to the proportionate extent caused in whole or in part out of or in connection with the services being negligently 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. Contractor shall have no up-front duty to defend the Town for claims covered by the Contractor's Professional Liability Insurance Policy.

Neither party shall be responsible or liable to the other for special, indirect, or consequential damages.

The total aggregate liability of the Contractor to the Town for any and all claims whatsoever arising out of this Agreement shall not exceed the total compensation received by the Contractor for the applicable Scope of Services.

19. Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town evidence of such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20. 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.

21. 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.

22. 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.

23. Subcontracting By Contractor

Any subcontract entered 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.

24. 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.

25. 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 always 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.

26. 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.

27. 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.

28. 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.

29. 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. 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.

30. 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.

31. 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).

32. 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.

33. Contractor Certifications

33.1 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.

33.2 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.

33.3 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.

33.4 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.

33.5 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.

34. 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.

35. Minimum Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all 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.

36. Insurance:

The Contractor shall obtain and maintain the following insurance:

- 36.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 36.2 Broad Form commercial general liability insurance with limits of at least \$2 Million per occurrence and \$3 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- 36.3 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.
- 36.4 Professional liability insurance covering negligent 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 for the applicable period of limitations. The Contractor shall obtain such insurance coverage at its own expense and provide certificates of insurance to the Town prior to the execution of the Contract.
- 36.5 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.

36.6 All required insurance shall be certified by a duly authorized representative of the insurers on the "ACORD" Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates and endorsements signifying adequate coverage in effect for the duration of the contract must be submitted to the Town prior to execution of this Contract by the Town with renewal certificates issued prior to expiration of a policy period.

36.7 The Town shall be named as an additional insured on the above- referenced commercial general and automobile liability policies and the Contractor's insurance coverage shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

36.8 The General Liability and Automobile Liability policies shall include a Waiver of Subrogation endorsement in favor of the Town.

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

Christopher Curran 6/14/2024
Division/Department Head Date

Woodard & Curran, Inc
Company Name

[Signature] 6/20/24
Town Manager Date

[Signature] 6/13/24
Signature Date

Theresa Pynchon
Purchasing Agent Date

JAMES J RIVARD
VICE PRESIDENT
Print Name & Title

APPROVED AS TO FORM:

[Signature] 6.17.24
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

[Signature] 6/20/24
Town Accountant Date

APR 19 2023
70280 - 5900
535624-5700 MCWT grant AG

CERTIFICATION REGARDING CONFLICT OF INTEREST

The Respondent hereby certifies that it follows the provisions of General Laws Chapter 268A whenever applicable. The Respondent covenants that (1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect; which would conflict in any manner or degree with the services required to be performed under the Contract with the Owner or which would violate M.G.L. Chapter 268A, as amended from time to time; (2) in the performance of the Contract with the Owner no person having such interest shall be employed by the Respondent; and (3) no partner or employee of the Respondent is related by blood or marriage to any officer, official, or employee of the Owner, unless approved by the State Ethics Commission.




Signature of Respondent

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

JAMES J RIVARD

Printed Name

WOODARD + CURRAN INC

Name of Business (if applicable)

01-0363222

Social Security or Federal Tax Identification Number

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of Woodard & Curran, Inc.
held on May 7, 2024 at which all the
Directors were present or waived notice, it was voted that James J. Rivard,
Vice President 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
James J. Rivard, shall be binding upon this company.

A TRUE COPY ATTEST:

[Signature]
~~Clerk~~, Secretary

Date of this Contract
TBD

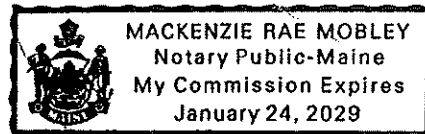
I hereby certify that I am the Clerk of Woodard & Curran, Inc., that
James J. Rivard is duly elected Vice President of said
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

[Signature] [Corporate Seal]
~~Clerk~~ Secretary Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF MAY 2024.

[Signature]
Notary Public MACKENZIE R. MOBLEY

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.



SIGNATURES

(IF AN INDIVIDUAL)

Date _____, 20____

Signature of Bidder _____

_____(SEAL)
) (Owner and Proprietor)

Business Name D/B/A _____

Business Address _____

(IF A CO-PARTNERSHIP)

Date _____, 20____

Firm Name _____(SEAL)

By _____(SEAL)

Business Address _____

Names and Addresses _____

of all _____

Members of Firm _____

(IF A CORPORATION)

Date June 3, 2024

Corporate Name WOODARD + CURRAN INC

By [Signature]
President or Authorized Agent*

Business Address 40 SHATTUCK ROAD SUITE 110
ANDOVER MA 01810

*Statement of authorization, duly signed by proper authority, to be attached hereto.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENTS – REQUIRED PROVISIONS

All contracts between SRF beneficiaries and professional services consultants shall contain the following provisions.

- (1) The owner and the contractor agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
- (2) The work under this agreement is funded in part by the water pollution abatement fund. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Clean Water Trust (the Trust) is a party to this agreement. As used in these clauses, the words "the date of execution of this agreement" means the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (3) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.
- (4) The contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the contractor under this agreement. The contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
- (5) The contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable MassDEP requirements in effect on the date of execution of this agreement.
- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner, owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's

cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

(10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.

(11) In the event that there is a modification of MassDEP's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.

(12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

(14) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on services not performed or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the contractor's default. If the contractor terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred before the termination, in addition to termination settlement costs the contractor reasonably incurs relating to commitments which had become firm before the termination.

(15) Upon receipt of a termination action under paragraphs (13) or (14), the contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the contractor may have accumulated in performing this agreement, whether completed or in process.

(16) Upon termination under paragraph (13) or (14), the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the contractor from all claims and damages arising out of improper use of the contractor's work.

(17) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (14) provides.

(18) Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.

(19) The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of the cost submission and a copy of the cost summary submitted to the owner. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The contractor will provide proper facilities for such access and inspection.

(20) The contractor agrees to include paragraphs (19)-(23) in all his contracts and all subcontracts directly related to project performance that are in excess of \$25,000.

(21) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.

(23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.

(24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.

(26) In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not

discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

(27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

(29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

(30) MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other work submitted with an application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement. The owner and the MassDEP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The contractor shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.

(31) All such subject data furnished by the contractor pursuant to this agreement are instruments of his services in respect of the project. It is understood that the contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the contractor's specific written verification or adaptation, such reuse will be at the sole risk of the owner, without liability to the contractor. Any such verification or adaptation will entitle the contractor to further compensation at rates agreed upon by the owner and the contractor.

Water Standard 2024

STAFF TYPE	HOURLY RATE
Project Assistant	\$115
Drafter	\$131
Designer / Engineer 1 / Planner 1 / Technical Specialist 1	\$162
Engineer 2 / Planner 2 / Technical Specialist 2	\$173
Engineer 3 / Planner 3 / Senior Designer / Technical Specialist 3	\$189
Project Engineer 1 / Project Planner 1 / Project Technical Specialist 1	\$199
Project Engineer 2 / Project Planner 2 / Project Technical Specialist 2	\$210
Project Manager 1 / Technical Manager 1	\$220
Project Manager 2 / Technical Manager 2	\$241
SCADA Service Manager / Senior Project Manager / Senior Technical Manager	\$262
Senior Technical Leader	\$267
National Practice Leader	\$278

EXPENSES	
Travel	\$0.67 / mile
Other Direct Costs	At Cost Plus 10%
Subconsultants/Subcontractors	At Cost Plus 10%

NOTES

Mileage rate will change as the federal allowable rate is modified.

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Andover, Massachusetts 01810
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T 800.426.4262
T 978.557.8150
F 978.557.7948

Via Electronic Mail

March 18, 2024



Mr. Christopher Cronin
Director of Public Works
Town of Andover
5 Campanelli Drive
Andover, MA 01810

RE: Proposal for Professional Engineering Services
Service Line Inventory and Replacement Plan

Dear Mr. Cronin:

Woodard & Curran, Inc. (Woodard & Curran) is pleased to present this proposal for engineering services to develop a comprehensive service line inventory and replacement plan to satisfy regulatory requirements of the Lead & Copper Rule Revisions (LCRR).

This proposal was prepared in accordance with the Town of Andover (Town) Request for Qualifications (RFQ) # 450/031/24 and will be completed in accordance with the Phases, Compensation, Schedule, Terms and Conditions, and Professional Services – Required Provisions as defined herein.

SCOPE OF SERVICES

The scope of services described below will assist the Town in compliance with the upcoming regulatory requirements of the new LCRR and compliance with the Administrative Consent Order (ACO) #00012844 dated April 20, 2022. The goals of this project are to:

1. Develop a complete, electronic database for all water service lines within the Town's service area in accordance with electronic database or inventory of water service lines in accordance with LCRR's and the Massachusetts Department of Environmental Protection's (MassDEP's) inventory template.
2. Develop a realistic and suitable lead service line replacement (LSLR) Plan that meets regulatory requirements based on the information found as part of the service line inventory.

Phase 1 – Service Line Inventory and Replacement Plan

Phase 1a – Service Line Inventory

To comply with the LCRR lead service line (LSL) inventory requirements, this Phase includes compiling all existing service line information into one electronic database or inventory. During this phase, Woodard & Curran will compile existing service line information, perform research as required, identify potential information gaps, and develop an electronic database of service



line materials, including those where the material is "unknown". The Town currently maintains two sets of Tie Cards for each of its service accounts. Both need to be scanned.

1. Task 1.a.1 Existing Service Records Review
 - a. Review existing inventory information, if any, and identify data gaps based on the information provided by the Town.
 - b. Scan up to 24,000 existing water service index cards and/or field book pages.
 - c. Perform data extraction of 24,000 which includes the data set previously scanned by the Town and the data set scanned as part of this project. Format OCR data output to .CSV file format for purposes of producing an electronic database file compatible with the MassDEP public water supply guidelines.
 - d. Review Town records, bylaws, permits, policies, and plumbing codes to narrow the focus of water service lines with unknown material.
2. Task 1.a.2 Database Development
 - a. Compile information produced as part of Task 1.1. Review for formatting, data quality, and potential information gaps.
 - b. Utilize additional Town information (including but not limited to billing systems, assessment data, inspection reports, and asset management information) to supplement the service card information and incorporate as appropriate into the inventory.
 - c. Finalize the service line inventory database and Submit through MassDEP's inventory template process. The final inventory as part of this project will be set up to be continuously updated.

Phase 1b – Service Inventory Tool and Public Facing Dashboard

To provide a means to publicly display the Town's service line inventory and facilitate collaboration between the Town and its residents to identify potential LSLs and verify portions of the LSL inventory, an interactive LSL inventory tool/map will be created. Tasks planned for the LSL inventory tool are documented below.

1. Task 1.b.1: Data & Tool Development
 - a. Acquire service line inventory data completed as part of Phase 1 as the basis for the tool. Ensure pertinent information is present and easily translatable to geographic information system (GIS) databases.
 - b. Utilize available ESRI GIS tools/packages to develop an LSL inventory tool with interactive web viewer for both Town staff and the public. The tool will be built for posting on the Town's website and will serve as a means to provide the following:
 - o Display publicly available lead water service line inventory information for both the public and private right of ways.
 - o Resources for the public to identify, alert the Town, and verify potential lead water services lines that may not be in the existing inventory.



- Resources for property owners on how to replace an LSL including existing Town programs.
 - General lead in drinking water information including but not limited to sources, health information, and best practices.
2. Task 1.b.2: Field Form
 - a. As part of the tool, develop an LSL inventory mobile data collector form utilizing ESRI ArcGIS Field Maps as basis for field verification/inspection of service lines.
 - b. The following hardware will be procured as part of the field form development and use during the inspection inventory inspections.
 3. Task 1.b.3: Standard Operating Procedures
 - a. Develop standard operating procedures (SOPs) for both the tool and mobile service inventory collector form. Procedures will include information on general use, public displays, admin displays, transfer of data/updates between collector form and inventory. These SOPs will allow the Town to effectively use the inventory/tool and set the basis for eventual transfer of hosting of the inventory from Woodard & Curran to the Town.

Phase 1c – Lead Service Line Replacement (LSLR) Program Document

The Town has already drafted a preliminary replacement plan and plans to replace all currently known LSLs by October 2024. This replacement plan will expand the Town's current draft and include the following planning elements; if needed unknown verification strategies; public education and engagement materials; lead and copper sampling under the new rule including procedures; LSLR schedule including procedures for how they are performed; and planning level cost estimates – if any, associated with the program. Woodard & Curran shall provide the following services under this phase:

1. Task 1.c.1 Information Review and Data Collection
 - a. Review relevant regulatory documents, including service line ownership and other information the Town can provide regarding previous Town LSL planning and removal activities.
2. Task 1.c.2 Public Education & Engagement Plan
 - a. Develop templates for public notice, education, updates, and notifications regarding LSLRs and the Town-wide program.
 - b. Incorporate existing lead informational tools (e.g., United States Environmental Protection Agency [USEPA] tap tool) into the plan and instructions on use.
 - c. Develop targeted mailers to those properties containing private LSLs with information relative to LSLR.
3. Task 1.c.3 Sampling Plan
 - a. Review the Town's existing sampling under the Lead & Copper Rule.



- b. Prepare a sampling plan compliant with LCRR including sampling "tiers" as defined under the Rule.
 - i. Provide procedures for proper sampling protocols, including first- and fifth-liter sampling.
 - ii. Incorporate pertinent information developed from Phase 1 to determine sampling sites.
- 4. Task 1.c.4 Replacement Plan
 - a. Annual replacement identified within the plan will be based on the required replacement period. Methodology for prioritizing replacements will consider factors including but not limited to locational proximity, environmental justice, future capital improvement work, and other information as available.
 - b. Develop SOPs for the removal of lead services including but not limited to pre-replacement activities, post replacement activities, sampling, public education, and reporting to meet regulatory requirements and Town needs.
- 5. Task 1.c.5 Lead Service Line Replacement Program Document
 - a. Compile information, plans, and reports as developed in Phase 1 into a program document for the Town's use.
 - b. Prepare conceptual level estimates for public engagement, sampling, and replacement work over program length.

Phase 2 – Inventory Investigations

- 1. Task 2.1 Inventory Inspections Support

The Town currently has no unknown services remaining from its original inventory. Woodard & Curran will provide the Town with as needed services to assist the Town with scheduling, performing, and supporting inventory inspections if required as part of Phase 1a completion.

 - a. Notices shall be sent to property owners with information on how to self-report service line information utilizing a mobile application or to opt to begin the inspection scheduling process and obtain authorization to perform an inspection at the meter. Notices may be in the form of letters, post cards, door hangers, or other methods as determined by the Town and Woodard & Curran at the onset of the project.
 - b. Appointment scheduling via telephone.
 - c. Inspections at the water meter of selected premises (no excavation activities). Data retrieved from the inspections will include but are not limited to service line material, size, condition, and entry point to the building.
- 2. Task 2.2 As Needed Hydro Vacuum Excavations

Up to 50 hydro vacuum excavations will be performed. The scope of hydro-vacuum excavation shall include the following:



- a. A single 12-inch to 16-inch diameter hole at a depth of 4-feet to 5-feet sufficient at the curb stop to determine material types from main to curb stop and curb stop to meter at the curb stop including gooseneck, main to curb stop material, and curb stop to meter.
- b. Identification of material and photo utilizing ArcGIS field maps developed as part of Phases 1b.
- c. Backfill of hole, and temporary pavement patch of roadway and or sidewalk.

SCHEDULE

The Scope of Services will be performed in accordance with the following schedule:

Phase	Name	Completion Date
1a	Service Line Inventory and Replacement Program	08/30/2024
1b	Service Inventory Tool and Public Facing Dashboard	12/01/2024 ¹
1c	Lead Service Line Replacement (LSLR) Program Document	TBD ²
2	Inventory Investigations	04/15/2026

¹Scheduled completion of Phase 1b assumes consecutive public water systems supplied by the Town are not included within Town's "population served" and that the Town is not required to have it electronically available (only publicly available) per MassDEP guidance.

²Per MassDEP guidance, scheduled completion for Phase 1c is to be determined as part of the pending promulgation of the Lead and Copper Rule Improvements (LCRI) that may adjust the requirements of LCRR including the due date of the Lead Service Line Replacement Plan. The pending LCRI promulgation is anticipated in Fall 2024. Should LCRI be promulgated prior to October 16, 2024 the Lead Service Line Replacement Program Document will be submitted per the LCRI. Should LCRI not be promulgated prior to October 16, 2024 the Lead Service Line Replacement Program will be submitted per LCRR.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- Town information such as assessment data, as-built plans, service line replacement work orders, and relevant water meter replacement work can be transmitted electronically (with exception to scanning as documented in Phase 1a).
- Each service tie card is one page in length and contains at minimum a unique locational identifier (i.e., address or service number), date, and material.
- Data extraction will include six data fields from service records (i.e., date, street name, street number, service number, material, etc.).
- In cases where data extraction from installation records is unclear or missing. Scanned information will be referenced and added to the database if available.



- The Service Line Inventory will be prepared in accordance with MassDEP's inventory template.
- The Town has an ESRI Organizational Account which Woodard & Curran can utilize to develop the service inventory tool.
- Repair of service line leaks identified during hydro-vacuum excavation activities shall be coordinated with the Owner and not be paid for as part of this program.
- This scope does not include Police Details for any field work.

BUDGET

The Scope of Services will be completed for a fee of **\$445,000**. The Engineer will be compensated based on monthly invoicing. Phases 1a – 1c will be invoiced monthly based upon percent complete. Phase 2 will be invoiced monthly on a time and materials basis in accordance with the rate table provided in Attachment B. Breakdown of fee by Phase is as follows:

Phase	Name	Amount	Type
1a-1c	Service Line Inventory, Service Inventory Tool and Public Facing Dashboard, and Lead Service Line Replacement (LSLR) Program Document	275,000	LS
2	Service Line Inventory Investigations	\$170,000	T&M
TOTAL:		\$445,000	

We greatly appreciate this opportunity to offer our services. If you accept this proposal and wish to proceed with the Scope of Services, please sign below and return a copy for our files.

Please feel free to contact Zachary Aaronson at 781-613-0166 or zaaronson@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.

James J. Rivard
Vice President

ZDA/ams

- Attachments: A: Town of Andover and Woodard & Curran Terms and Conditions
B: Woodard & Curran Rate Schedule 2024
C: Professional Services Agreement Required Provisions



WOODARD & CURRAN, INC.

James J. Rivard

By: James J. Rivard
Title: Vice President

TOWN OF ANDOVER, MA

By: Christopher Cronin
Title: Director of Public Works

By: Andrew P. Flanagan
Title: Town Manager, Town of Andover

Date _____

APPROVED AS TO AVAILABILITY OF FUNDS

I certify that funds are available in:

Account No. _____

By: _____
Haley Green – Town Accountant.

