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TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 10/12/23

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

Fuss & O'Neill
115 Broad Street, Level 6
Boston, MA 02110
617-282-4674

1. This is a Contract for the procurement of the following: To quantify the flood mitigation benefits gained from the potential implementation of flood storage and/or restoration projects on several prioritized parcels identified during the Town's FY22 MVP Action Grant Project. Scope of Services is hereby attached and made part of these Contract Documents. This project is funded through a FY24 Municipal Vulnerability Preparedness Program Action Grant awarded to the Town of Andover.
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$73,900.00** Seventy-Three Thousand, Nine Hundred Dollars and zero cents.
3. Payment will be made as follows: within 30 days of detailed invoice, monthly based on percent of the project completed.
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, 2023, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges. When the amount of the Accountant's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination:

a. Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

b. For Cause. If the Contractor is determined by the Town to be in default of any term or condition of Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

c. Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal and/or state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

General Laws Chapter 7, Sections 38A ½ - O: Designer Selection

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

10.5 Any changes to the Scope of Services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Discrimination

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Assignment:

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

16. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

17. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

18. Indemnification:

The Contractor shall indemnify, defend, and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) incurred by, brought or recovered against them that may arise in whole or in part out of or in connection with the services being performed or to be performed, and out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

A hard copy and an electronic copy (if requested by the Town) of Contractor's drawings, plans, specifications and other similar documents, whether in written, graphic or electronic form, shall be delivered to the Town. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this contract including the right to use same on any other Town projects without additional cost to the Town; and with respect thereto the Contractor agrees and hereby grants to the Town an irrevocable royalty-free license to all such data which the Contractor may cover by copyright and to all designs as to which it may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall not be responsible for changes made in the documents by others without the Contractor's authorization, nor for the Town's use of the document on projects other than the

project which is the subject of this Contract, unless this is a contract for design services for a master plan or prototype.

20. Confidentiality

The Contractor shall comply with M.G.L. ch. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

23. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

24. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commission of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

29. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

30. Binding on Successors:

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

31. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

32. Contractor Certifications

32.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

32.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity or group of individuals.

32.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

32.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

32.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. ch. 29, §29F, M.G.L. ch. 30, §39R, M.G.L. ch. 149, §27C, M.G.L. ch. 149, §44C, M.G.L. ch. 149, §148B and M.G.L. ch. 152, §25C.

33. Contract Amendments:

Any change in the scope of services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

34. Minimum Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

35. Insurance:

The Contractor shall obtain and maintain the following insurance:

- 35.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 35.2 Broad Form Commercial General Liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, or such higher amount as the Town may require, and which shall cover bodily injury, death, or property damage arising out of the work.
- 35.3 Automobile Liability Insurance, including coverage for owned, hired or borrowed vehicles with limits of at least \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- 35.4 Professional Liability Insurance covering errors, omissions and acts of the Contractor or of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal one million dollars or such larger amounts as the Town may require for the applicable period of limitations, which coverage shall be maintained for a period of at least three (3) years after the date of the final payment by the Town. The Contractor shall obtain such insurance coverage at its own expense and provide certificates of insurance to the Town at least 7 days prior to the execution of the Contract by the Town.
- 35.5 The intent of the Contract provisions regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 35.6 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this contract for the duration of the contract must be submitted to the Town at least 7 days prior to execution of this Contract by the Town with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit certified copies of all policies to the Town within 7 days of such a request. All insurance companies shall be authorized by the Massachusetts Commissioner of Insurance to do business in the Commonwealth of Massachusetts.

- 35.7 The Town and its employees and officials shall be named as an additional insured on the above- referenced liability policies with the exception of the Professional Liability policy and the Contractor's insurance coverage shall be primary and non-contributory with respect to any other coverage available to additional insureds. The certificate of insurance shall so state the foregoing. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 35.8 The above referenced Liability policies (General Liability, Auto Liability, and Workers Compensation) shall include a Waiver of Subrogation endorsement in favor of the Town. The certificate of insurance shall so state the foregoing.
- 36.9 The General Liability and Automobile Liability shall be written on an occurrence basis.
- 36.10 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.
- 36.11 Coverages are to be maintained for a period of 3 years after final payment.
- 36.12 Contractual liability must recognize the indemnity contained in this Agreement.

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

THE TOWN

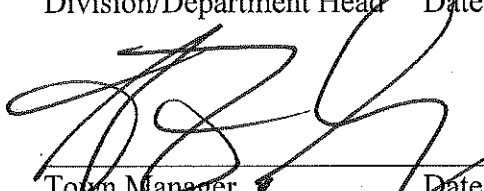
THE CONTRACTOR



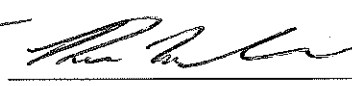
 Division/Department Head Date

Fuz & O'Veil

 Company Name



 Town Manager Date



 Signature Date

Theresa Peryn

 Purchasing Agent Date

Kevin M. Sullivan Vice President

 Print Name & Title

APPROVED AS TO FORM:

1 D. Klein 10.10.23
Town Counsel Date

Douglas W. Klein

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

[Signature] 10/11/23
Town Accountant Date

501124-5700

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of Fuss & O'Neill, Inc.
held on April 17, 2023 at which all the Directors were
present or waived notice, it was voted that Kevin Sullivan,
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 Kevin Sullivan,
shall be binding upon this company.

A TRUE COPY ATTEST:

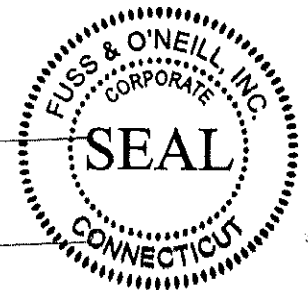
Tatia Lewis-Hayes
Clerk,

Date of this Contract

September 28, 2023

I hereby certify that I am the Clerk of Fuss & O'Neill, Inc., that
Kevin Sullivan 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.

Tatia Lewis-Hayes
Clerk Corporate Seal



SWORN TO AND SUBSCRIBED BEFORE ME THIS 28th DAY OF September

Tatia Lewis-Hayes
Notary Public Tatia Lewis-Hayes

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.

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____ held on _____ at which all the _____ Directors were present or waived notice, it was voted that _____, _____ 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 _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

Date of this Contract

I hereby certify that I am the Clerk of _____, that _____ is duly elected _____ 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.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this bid/written request/quotation form. If attesting clerk is the same person as the individual executing this contract, have signature notarized above.

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

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

CERTIFICATE OF STATE TAX COMPLIANCE

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



Signature of authorized individual submitting bid/proposal

Howard M. Sullivan

Printed Name

FUSS & O'NEILL, INC.

Name of Business (if applicable)

Social Security or Federal Tax Identification Number



FUSS & O'NEILL

September 19, 2023

Joyce Losick-Yang, PhD
Sustainability Coordinator
36 Bartlet Street
Andover, MA 01810

RE: Proposal for Professional Services
Town of Andover: Climate Ready Shawsheen – Preparing for Flood Resilience
FY24 MVP Action Grant – Town of Andover

Dear Dr. Losick-Yang:

Fuss & O'Neill is pleased to provide this proposal for professional services in accordance with the Town's FY24 Municipal Vulnerability Preparedness (MVP) Program Action Grant. The following paragraphs describe our scope of services, schedule, and fees for this project.

Project Understanding

Based on a grant proposal prepared jointly by the Town of Andover and Fuss & O'Neill, the Town of Andover has been awarded an FY24 MVP Action Grant by the Executive Office of Energy and Environmental Affairs (EEA). The focus of the FY24 MVP Action Grant project will be to build upon the Town's FY22 and FY23 MVP Action Grant projects by using the outcomes of the hydrologic and hydraulic (H&H) modeling and conceptual visioning activities from 2022-23 to advance the preliminary design of a flood storage and/or nature-based restoration project at the Lower Shawsheen Soccer Field. This site was one of the high priority, Town-owned/controlled sites identified as part of the FY22 project and further evaluated by community members through the visioning and conceptual design workshop as part of the FY 23 project. The FY24 MVP Grant will take the concept developed during the community visioning workshop in May 2023 and advance the floodplain restoration/nature-based flood storage to a preliminary engineering design plan. The scope will include additional field data collection (topographic survey) needed for design and will update the Shawsheen River hydraulic model developed under the FY23 Action Grant with localized proposed conditions to quantify anticipated flood mitigation impacts.

Local residents have already been engaged in the prioritization process and community science efforts to assess and prioritize parcels as part of the initial project phase. The FY24 project will also incorporate additional public outreach to engage community members in new discussions related to the possible removal of the Ballardvale Dam. Recently, owners have expressed interest in the possible removal of the dam – a piece of infrastructure that was previously identified in the Town's CRB Summary of Findings as a key vulnerability in the community. The detailed hydraulic modeling developed under the FY23 Action Grant (in particular the results from the FY23 dam-in and dam-out H&H models) gives the Town new information and data to ground community

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conversations in science-based scenarios around the possible removal of the dam and clearly demonstrate for the community how removal of the dam would impact flood risk.

Lastly, the third part of the FY24 project will be dedicated to evaluating the feasibility of acquiring additional private priority parcels along the Shawsheen that have been previously identified, prioritized, and studied as prime candidates for flood storage and/or nature-based restoration projects during the FY22 project. These parcels are separate from the priority public parcels (like the Lower Shawsheen Soccer Field mentioned above) and require an additional step prior to acquisition and the start of permitting and design. H&H modeling was conducted on these parcels during the FY23 project, and the aim of this task in the FY24 project will now be to share that information with private land owners, identify willing sellers, explore right to purchase agreements contingent on the Town acquiring funding.

Overall, the outcomes of the FY24 project will enable the Town to: (1) develop preliminary engineering design plans for a flood storage and/or nature-based restoration project at the Lower Shawsheen Soccer Field based on concepts developed by community members in the FY23 project; (2) effectively pursue funding for the acquisition of priority private parcels for future floodplain reconnection/restoration projects on the Shawsheen in keeping with the FY22 Climate Ready Shawsheen Plan; and (3) gauge community support for the potential removal of the Ballardvale Dam – a transformational opportunity to restore the Shawsheen to its unobstructed flow and condition. Like the FY22 and FY23 projects, the Town will continue to leverage the partnerships established with local community groups and the champions who have been identified within priority populations along the Shawsheen River. These groups and individuals will serve as liaisons moving forward to engage residents in the important community outreach activities. Importantly, the FY24 phase of the project will also coincide with the Town's Hazard Mitigation Planning project, which will provide additional opportunities to engage community members and groups in the project and strengthen regional partnerships.

Scope of Services

Task 1: Project Kick-off, Management, and Reporting

Sub-task 1.1: Kick-off meeting with Town, EEA, and Consultant

Fuss & O'Neill will hold a project kickoff meeting with Town staff and the MVP Regional Coordinator to launch the project and review timelines and deliverables. We will prepare and circulate a meeting agenda as well as notes of relevant discussion items following the meeting.

Grant Deliverables: Meeting notes and agenda, sign-in sheet

Sub-task 1.2: Monthly Progress Reports FY24 (Town Task)



FUSS & O'NEILL

September 19, 2023

Joyce Losick-Yang, PhD
Sustainability Coordinator
36 Bartlet Street
Andover, MA 01810

RE: Proposal for Professional Services
Town of Andover: Climate Ready Shawsheen – Preparing for Flood Resilience
FY24 MVP Action Grant – Town of Andover

Dear Dr. Losick-Yang:

Fuss & O'Neill is pleased to provide this proposal for professional services in accordance with the Town's FY24 Municipal Vulnerability Preparedness (MVP) Program Action Grant. The following paragraphs describe our scope of services, schedule, and fees for this project.

Project Understanding

Based on a grant proposal prepared jointly by the Town of Andover and Fuss & O'Neill, the Town of Andover has been awarded an FY24 MVP Action Grant by the Executive Office of Energy and Environmental Affairs (EEA). The focus of the FY24 MVP Action Grant project will be to build upon the Town's FY22 and FY23 MVP Action Grant projects by using the outcomes of the hydrologic and hydraulic (H&H) modeling and conceptual visioning activities from 2022-23 to advance the preliminary design of a flood storage and/or nature-based restoration project at the Lower Shawsheen Soccer Field. This site was one of the high priority, Town-owned/controlled sites identified as part of the FY22 project and further evaluated by community members through the visioning and conceptual design workshop as part of the FY 23 project. The FY24 MVP Grant will take the concept developed during the community visioning workshop in May 2023 and advance the floodplain restoration/nature-based flood storage to a preliminary engineering design plan. The scope will include additional field data collection (topographic survey) needed for design and will update the Shawsheen River hydraulic model developed under the FY23 Action Grant with localized proposed conditions to quantify anticipated flood mitigation impacts.

Local residents have already been engaged in the prioritization process and community science efforts to assess and prioritize parcels as part of the initial project phase. The FY24 project will also incorporate additional public outreach to engage community members in new discussions related to the possible removal of the Ballardvale Dam. Recently, owners have expressed interest in the possible removal of the dam – a piece of infrastructure that was previously identified in the Town's CRB Summary of Findings as a key vulnerability in the community. The detailed hydraulic modeling developed under the FY23 Action Grant (in particular the results from the FY23 dam-in and dam-out H&H models) gives the Town new information and data to ground community

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It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding the completion status of tasks for the Town's use in these reports.

Grant Deliverables: Monthly reports (to be provided by Town, with input from Fuss & O'Neill)

Sub-task 1.3: Project Case Study (Town Task)

It is assumed that the Town will submit a final case study report, along with PowerPoint slides and project photos, to the MVP Regional Coordinator by June 30, 2024 using the template provided by EEA. Fuss & O'Neill will support the development of the final project case study by providing existing text and/or photos/figures from other project deliverables (as requested).

Grant Deliverables: Project Case Study (to be provided by Town, with input from Fuss & O'Neill)

Sub-task 1.4: Project Management

Fuss & O'Neill will participate in monthly progress meetings with members of Town staff and the consultant team, coordinate public involvement and community engagement tasks, and manage the development of project tasks and activities throughout the yearlong project period.

Grant Deliverables: Participation in monthly progress meetings with members of the project team (meetings to be organized by the Town), coordination of community engagement activities, management of other project tasks and activities

Task 2: Public Involvement and Community Engagement

Sub-task 2.1: Print, Digital, and In-Person Community Engagement Activities

Fuss & O'Neill will provide up to 25 hours of support to assist the Town in developing and implementing the following:

- Digital distribution of project updates via partner organizations (e.g., guest posting on newsletters, etc.)
- Hosting of public web portal/digital billboard and regular updates to project website, including public participation/surveys
- One (1) project update/coordination meeting with local watershed organizations
- One (1) progress meeting with project steering committee

The specific distribution of support hours across each of the above tasks will be determined in collaboration with Town staff.

Grant Deliverables: Copies of print and digital materials (flyers, survey, email updates), photos and



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summary memo documenting events, public meeting presentations, website updates (responsibility for deliverables between Town and Fuss & O'Neill to be determined based on the agreed upon allocation of support hours)

Sub-task 2.2: Community Fridge Initiative (Town Task)

It is understood that the Town will partner with Phillips Academy and/or Andover High School faculty and students to design and install a community fridge near the Andover Youth Center and Robb Senior Center complex, which is publicly accessible by transit, a short walk from Downtown and the Andover public housing complex. This sub-task will not only facilitate a brainstorming workshop among students, faculty, and Town staff at the Youth Center (who will offer art supplies and creative space), but also allow the Town to deliver social media posts, newsletter articles, and other print materials to advertise the community fridge initiative upon launch. Efforts will be made to make all outreach materials accessible to non-English proficient residents.

Grant Deliverables: Outreach materials (to be provided by Town); design brainstorming workshop (to be coordinated by the Town)

Sub-task 2.3: Vale Trail Youth Climate Outreach Hikes (Town Task)

It is understood that the Town Conservation Commission will also plan to host two (2) hikes (one in the fall and one in the spring) with youth environmental and climate groups from local high schools (e.g., Andover High School, Phillips Academy, Abbott Lawrence Academy, and Brooks School). These hikes will be planned along the Vale Trail near the Ballardvale Dam and Dale Street Conservation Area in Andover, and they will provide opportunities to teach students about watershed science on the Shawsheen, dam removal projects, and how the design of flood storage and other nature-based solutions can be applied to enhance flood resilience in the Town of Andover and City of Lawrence. This work will build on the Town's previous work with these youth groups in connection to the 2022 Andover Climate Summit and FY23 MVP Action Grant outreach activities, which included a guided educational hike with high school students in Den Rock Park (Lawrence, MA) that brought together community partners from the Merrimack River Watershed Council, Groundwork Lawrence, Essex County Greenbelt, and the New England Flying Squirrels Network. Note: Fuss & O'Neill has not budgeted any hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.

Grant Deliverables: Youth climate outreach event (to be coordinated by the Town); photos and a summary of the event (to be provided by the Town)

Sub-task 2.4: Dam Removal Road Show

In partnership with the Town, Fuss & O'Neill will be hosting a dam removal "road show" in the fall of 2023 to engage community members in new discussions related to the possible removal of the Ballardvale Dam. The Town will provide the venue for the event. As part of the "road show," Fuss



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& O'Neill will develop a set of learning boards that clearly demonstrate the process of dam removal, from pre-removal conditions to the construction process, to post-removal ecosystem recovery. These will be used by members from the Town Conservation Commission and Fuss & O'Neill staff during a public outreach meeting to educate members of the public on the answers to several key questions like: "What is the function of a river?," "Why are dams built?," "How does a dam change a river?," "What's involved in owning and maintaining a dam?," "What purposes does a dam serve in the community, both historically and presently?," "What happens if a dam is not maintained?," "How does climate change relate to dams?," "A Tale of Two Habitats: Pondered Impoundment vs. Flowing River," "What does the dam removal process look like?," and "Decision-factors in dam removal." These materials – along with the results of the dam-in/dam-out H&H models from the FY23 Action Grant project – will be used to engage local residents and business owners in science-based conversations about the possible removal of the Ballardvale Dam.

Grant Deliverables: Dam removal road show event (with the Town providing the venue for the event), including boards and outreach materials; notes from community meeting notes; sign-in sheet

Sub-task 2.5: Equitable Engagement Enhancement (Town Task)

The Town will continue its regional collaboration with the City of Lawrence by inviting and encouraging Lawrence community members to participate in the Dam Removal Road Show event (see Sub-task 2.4) as a follow-up event to the 2022 Andover Climate Summit and 2023 Regional Community Meeting. The meeting will be held at a location in the Andover community near the Ballardvale Dam that will be accessible to those from the Andover and Lawrence community, and food will be provided during the meeting to encourage attendance. Translation of print/digital materials and live translation at the meeting will also be provided. Note: Fuss & O'Neill has not budgeted any hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.

Grant Deliverables: Receipts for expenditures, event photo documentation, copies of translated deliverables, sign-in sheet, and live translation (to be provided by Town)

Task 3. Preliminary Design of Priority Flood Resilience Site

Sub-task 3.1: Site Survey and Base Mapping

Fuss & O'Neill will complete a topographic survey of the Lower Shawsheen Soccer Field site for the design of a flood storage and/or nature-based restoration project. Relevant features will include edge of stream, road edge, site utilities or other infrastructure. An existing conditions plan will be developed based on the survey, including the above elements and adjacent property lines. Property lines will be based on the Town's GIS parcel mapping (to be provided by the Town) – no property boundary survey or deed research will be conducted at this time. Supplemental contour data/information will also be obtained from LiDAR mapping.



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Grant Deliverables: Site survey base map (PDF)

Sub-task 3.2: Hydrologic and Hydraulic Modeling and Preliminary Design

Fuss & O'Neill will refine the hydrologic and hydraulic model developed during the FY23 MVP Action Grant project with the topographic survey of the priority site (i.e., the Lower Shawsheen Soccer Field) as well as the proposed design of the flood storage and/or nature-based restoration project. An updated HEC RAS-model output will be prepared, and preliminary restoration design and grading of the proposed project components will be designed.

The preliminary engineering design plan sheets are anticipated to include:

- Grading Plan
- Restoration Plan

Grant Deliverables: 1-Page Preliminary Engineering Design Plan (PDF); updated HEC-RAS model output

Task 4. Private Parcel Acquisition Due Diligence

Sub-Task 4.1. Private Parcel Acquisition Due Diligence (Town Task)

It is understood that the Town will conduct outreach needed to chart a path forward with acquiring priority parcels along the Shawsheen that have been previously identified, prioritized, and studied during the FY22 MVP Action Grant Project as prime candidates for flood storage and/or nature-based restoration projects. The aim of this task will be to identify willing sellers and explore right to purchase agreements contingent on the Town acquiring funding. Fuss & O'Neill has not budgeted any hours specific to this task.

Grant Deliverables: Summary memo (provided by the Town)

Assumptions

The following assumptions were noted above in the scope of services and reiterated here for reference:

- **Sub-task 1.2: Monthly Progress Reports FY23 (Town Task)** – “It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding the completion status of tasks for the Town's use in these reports.”
- **Sub-task 1.3: Project Case Study (Town Task)** – “It is assumed that the Town will submit a final case study report, along with PowerPoint slides and project photos, to the MVP Regional Coordinator by June 30, 2024 using the template provided by EEA. Fuss &



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Grant Deliverables: Summary memo (provided by the Town)

Assumptions

The following assumptions were noted above in the scope of services and reiterated here for reference:

- **Sub-task 1.2: Monthly Progress Reports FY23 (Town Task)** – “It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding the completion status of tasks for the Town's use in these reports.”
- **Sub-task 1.3: Project Case Study (Town Task)** – “It is assumed that the Town will submit a final case study report, along with PowerPoint slides and project photos, to the MVP Regional Coordinator by June 30, 2024 using the template provided by EEA. Fuss &



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O'Neill will support the development of the final project case study by providing existing text and/or photos/figures from other project deliverables (as requested)."

- **Sub-task 2.2: Community Fridge Initiative (Town Task)** – "It is understood that the Town will partner with Phillips Academy and/or Andover High School faculty and students to design and install a community fridge near the Andover Youth Center and Robb Senior Center complex, which is publicly accessible by transit, a short walk from Downtown and the Andover public housing complex."
- **Sub-task 2.3: Vale Trail Youth Climate Outreach Hikes (Town Task)** – "It is understood that the Town Conservation Commission will also plan to host two (2) hikes (one in the fall and one in the spring) with youth environmental and climate groups from local high schools (e.g., Andover High School, Phillips Academy, Abbott Lawrence Academy, and Brooks School). These hikes will be planned along the Vale Trail near the Ballardvale Dam and Dale Street Conservation Area in Andover, and they will provide opportunities to teach students about watershed science on the Shawsheen, dam removal projects, and how the design of flood storage and other nature-based solutions can be applied to enhance flood resilience in the Town of Andover and City of Lawrence." Fuss & O'Neill has not budgeted any additional hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.
- **Sub-task 2.4: Dam Removal Road Show** – "In partnership with the Town, Fuss & O'Neill will be hosting a dam removal "road show" in the fall of 2023 to engage community members in new discussions related to the possible removal of the Ballardvale Dam. The Town will provide the venue for the event."
- **Sub-task 2.5: Equitable Engagement Enhancement (Town Task)** – "The Town will continue its regional collaboration with the City of Lawrence by inviting and encouraging Lawrence community members to participate in the Dam Removal Road Show event (see Sub-task 2.4) as a follow-up event to the 2022 Andover Climate Summit and 2023 Regional Community Meeting. The meeting will be held at a location in the Andover community near the Ballardvale Dam that will be accessible to those from the Andover and Lawrence community, and food will be provided during the meeting to encourage attendance. Translation of print/digital materials and live translation at the meeting will also be provided." Fuss & O'Neill has not budgeted any additional hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.
- **Sub-task 3.1: Site Survey and Base Mapping** – "Fuss & O'Neill will complete a topographic survey of the Lower Shawsheen Soccer Field site for the design of a flood storage and/or nature-based restoration project. . . Property lines will be based on the Town's GIS parcel mapping (that will be provided by the Town) – no property boundary survey or deed research will be conducted at this time. Supplemental contour data/information will also be obtained from LiDAR mapping."
- **Sub-Task 4.1. Private Parcel Acquisition Due Diligence (Town Task)** – "It is understood that the Town will conduct outreach needed to chart a path forward with



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acquiring priority parcels along the Shawsheen that have been previously identified, prioritized, and studied during the FY22 MVP Action Grant Project as prime candidates for flood storage and/or nature-based restoration projects. The aim of this task will be to identify willing sellers and explore right to purchase agreements contingent on the Town acquiring funding.”

Schedule

We are prepared to begin work on this project within 2 weeks of written authorization to proceed. We understand that, pursuant to the Town’s Grant Agreement, the entire project must be completed by June 30, 2024. Assuming authorization to proceed by October 15, 2023, a tentative schedule for completion of the project tasks is outlined below.

Task	Tentative Timeline for Completion
Task 1: Project Kick-off, Management, and Reporting	
Sub-task 1.1: Kick-off meeting with Town, EEA, and Consultant	October 21, 2023
Sub-task 1.2: Monthly Progress Reports FY24	June 30, 2024
Sub-task 1.3: Project Case Study	June 30, 2024
Sub-task 1.4: Project Management	June 30, 2024
Task 2: Public Involvement and Community Engagement in FY24	
Sub-task 2.1: Print, Digital, and In-Person Community Engagement Activities	June 15, 2024
Sub-task 2.2: Community Fridge Initiative	May 30, 2024
Sub-task 2.3 Vale Trail Youth Climate Outreach Hikes	May 15, 2024
Sub-task 2.4 Dam Removal Road Show	December 31, 2023
Sub-task 2.5 Equitable Engagement Enhancement	June 15, 2024
Task 3: Preliminary Design of Priority Flood Resilience Site	
Sub-task 3.1 Site Survey and Base Mapping	December 31, 2023
Sub-task 3.2 Hydrologic and Hydraulic Modeling and Preliminary Design	May 11, 2024
Task 4: Private Parcel Acquisition Due Dilligence	
Sub-Task 4.1. Private Parcel Acquisition Due Dilligence	June 15, 2024

Fees

Fuss & O’Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on the percentage of the project completed. Pricing is good for 90 days.



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O'Neill will support the development of the final project case study by providing existing text and/or photos/figures from other project deliverables (as requested)."

- **Sub-task 2.2: Community Fridge Initiative (Town Task)** – "It is understood that the Town will partner with Phillips Academy and/or Andover High School faculty and students to design and install a community fridge near the Andover Youth Center and Robb Senior Center complex, which is publicly accessible by transit, a short walk from Downtown and the Andover public housing complex."
- **Sub-task 2.3: Vale Trail Youth Climate Outreach Hikes (Town Task)** – "It is understood that the Town Conservation Commission will also plan to host two (2) hikes (one in the fall and one in the spring) with youth environmental and climate groups from local high schools (e.g., Andover High School, Phillips Academy, Abbott Lawrence Academy, and Brooks School). These hikes will be planned along the Vale Trail near the Ballardvale Dam and Dale Street Conservation Area in Andover, and they will provide opportunities to teach students about watershed science on the Shawsheen, dam removal projects, and how the design of flood storage and other nature-based solutions can be applied to enhance flood resilience in the Town of Andover and City of Lawrence." Fuss & O'Neill has not budgeted any additional hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.
- **Sub-task 2.4: Dam Removal Road Show** – "In partnership with the Town, Fuss & O'Neill will be hosting a dam removal "road show" in the fall of 2023 to engage community members in new discussions related to the possible removal of the Ballardvale Dam. The Town will provide the venue for the event."
- **Sub-task 2.5: Equitable Engagement Enhancement (Town Task)** – "The Town will continue its regional collaboration with the City of Lawrence by inviting and encouraging Lawrence community members to participate in the Dam Removal Road Show event (see Sub-task 2.4) as a follow-up event to the 2022 Andover Climate Summit and 2023 Regional Community Meeting. The meeting will be held at a location in the Andover community near the Ballardvale Dam that will be accessible to those from the Andover and Lawrence community, and food will be provided during the meeting to encourage attendance. Translation of print/digital materials and live translation at the meeting will also be provided." Fuss & O'Neill has not budgeted any additional hours specific to this task, and it is understood that the primary responsibility for this task will fall to the Town.
- **Sub-task 3.1: Site Survey and Base Mapping** – "Fuss & O'Neill will complete a topographic survey of the Lower Shawsheen Soccer Field site for the design of a flood storage and/or nature-based restoration project... Property lines will be based on the Town's GIS parcel mapping (that will be provided by the Town) – no property boundary survey or deed research will be conducted at this time. Supplemental contour data/information will also be obtained from LiDAR mapping."
- **Sub-Task 4.1. Private Parcel Acquisition Due Diligence (Town Task)** – "It is understood that the Town will conduct outreach needed to chart a path forward with



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acquiring priority parcels along the Shawsheen that have been previously identified, prioritized, and studied during the FY22 MVP Action Grant Project as prime candidates for flood storage and/or nature-based restoration projects. The aim of this task will be to identify willing sellers and explore right to purchase agreements contingent on the Town acquiring funding.”

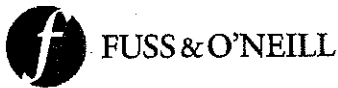
Schedule

We are prepared to begin work on this project within 2 weeks of written authorization to proceed. We understand that, pursuant to the Town’s Grant Agreement, the entire project must be completed by June 30, 2024. Assuming authorization to proceed by October 15, 2023, a tentative schedule for completion of the project tasks is outlined below.

Task	Tentative Timeline for Completion
Task 1: Project Kick-off, Management, and Reporting	
Sub-task 1.1: Kick-off meeting with Town, EEA, and Consultant	October 21, 2023
Sub-task 1.2: Monthly Progress Reports FY24	June 30, 2024
Sub-task 1.3: Project Case Study	June 30, 2024
Sub-task 1.4: Project Management	June 30, 2024
Task 2: Public Involvement and Community Engagement in FY24	
Sub-task 2.1: Print, Digital, and In-Person Community Engagement Activities	June 15, 2024
Sub-task 2.2: Community Fridge Initiative	May 30, 2024
Sub-task 2.3 Vale Trail Youth Climate Outreach Hikes	May 15, 2024
Sub-task 2.4 Dam Removal Road Show	December 31, 2023
Sub-task 2.5 Equitable Engagement Enhancement	June 15, 2024
Task 3: Preliminary Design of Priority Flood Resilience Site	
Sub-task 3.1 Site Survey and Base Mapping	December 31, 2023
Sub-task 3.2 Hydrologic and Hydraulic Modeling and Preliminary Design	May 11, 2024
Task 4: Private Parcel Acquisition Due Diligence	
Sub-Task 4.1. Private Parcel Acquisition Due Diligence	June 15, 2024

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on the percentage of the project completed. Pricing is good for 90 days.



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Task	Fee
Task 1: Project Kick-off, Management, and Reporting	\$4,500
Sub-task 1.1: Kick-off meeting with Town, EEA, and Consultant	\$1,500
Sub-task 1.2: Monthly Progress Reports FY24 (Town Task)	-
Sub-task 1.3: Project Case Study (Town Task)	-
Sub-task 1.4: Project Management	\$3,000
Task 2: Public Involvement and Community Engagement in FY24	\$12,500
Sub-task 2.1: Print, Digital, and In-Person Community Engagement Activities	\$5,000
Sub-task 2.2: Community Fridge Initiative (Town Task)	-
Sub-task 2.3 Vale Trail Youth Climate Outreach Hikes (Town Task)	-
Sub-task 2.4 Dam Removal Road Show	\$7,500
Sub-task 2.5 Equitable Engagement Enhancement (Town Task)	-
Task 3: Preliminary Design of Priority Flood Resilience Site	\$56,900
Sub-task 3.1 Site Survey and Base Mapping	\$15,000
Sub-task 3.2 Hydrologic and Hydraulic Modeling and Preliminary Design	\$41,900
Task 4: Private Parcel Acquisition Due Diligence	-
Sub-Task 4.1, Private Parcel Acquisition Due Diligence (Town Task)	-
Grand Total	\$73,900

Receipt of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

We look forward to assisting you with this effort. Please call me at (617) 379-5876 if you have any questions.

Sincerely,

Alex Maxwell, PhD
Resilience Planner

Kevin Sullivan, PE, LEEP AP
Vice President | Office Manager

Attached: Certificate of Corporate Resolution

