



Office of the  
BOARD OF SELECTMEN  
272 Main Street, Townsend, Massachusetts 01469

Sue Lisio, Chairman

Wayne Miller, Vice-Chairman

Don Klein, Clerk

James M. Kreidler, Jr.,  
Town Administrator

(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR AUGUST 20, 2019 AT 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 SL called the meeting to order at 6:00P.M.  
Roll call vote showed 2 members present and 1 member absent: Chairman Sue Lisio (SL), Vice Chairman Wayne Miller (WM) and absent Clerk Don Klein (DK)
- 1.2 Pledge of Allegiance
- 1.3 SL announce that the meeting is being tape recorded
- 1.4 Chairman's Additions or Deletions.  
Correction: 2.2 & 2.3 (term end date)
- 1.5 Public Comment Period (none)

II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:

- 2.1 Joint meeting with Sue Robbins of the North Middlesex School Committee, RE: Appointment of new School Committee member effective August 20, 2019 to April 21, 2021.

Sue Robbins, Townsend Representative to the North Middlesex School Committee met with the Board. SL acknowledge the Board did receive the two applications. Sue Robbins moved to appoint Rob Templeton to the North Middlesex Regional School Committee. WM seconded. Sue Robbins stated the term is until 2021. SL thanked both Rob Templeton and Lyn Giancotti for submitting applications. Unanimous vote.

- 2.2 WM moved to appoint Irene Congdon to the Recycling Committee for a term effective August 20, 2019 to June 30, 2021. SL seconded. Unanimous vote.
- 2.3 WM moved to appoint Erica Art to the Recycling Committee for a term effective August 20, 2019 to June 30, 2020. SL seconded. Unanimous vote.
- 2.4 WM moved to appoint Susan Gerken to the Recycling Committee for a term effective August 20, 2019 to June 30, 2022. SL seconded. Unanimous vote.
- 2.5 WM moved to appoint Robert Beauchamp as the Maintenance Technician effective August 20, 2019 contingent upon the passing of CORI check and medical exam with a one-year probationary period. SL seconded. Unanimous vote.

- 2.6 WM moved to appoint Jodie Deschenes as Administrative Support to the Townsend Housing Authority effective August 20, 2019.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Discussion, RE: Status update of the unregistered car complaint at 89 Wallace Hill Road

The Board reviewed the letter Chief Bailey submitted regarding the complaint and enforcement (please see attached report). The Chief requested a certified letter be sent in accordance with the bylaw. Mr. Kreidler informed the Board this would be the second certified letter.

WM moved the Board send the registered letter with the appropriate bylaw. SL seconded. Unanimous vote

- 3.2 WM moved to approve and sign a one-day special license for Paul Martin, VFW Post #6538, 491A Main Street for September 14, 2019 in conjunction with a "Baby Shower" with sale hours from 1:00P.M. to 5:00P.M. SL seconded. Unanimous vote.

- 3.3 WM moved to approve and sign a one-day special license for Paul Martin, VFW Post #6538, 491A Main Street on September 21, 2019 in conjunction with a "40<sup>th</sup> Birthday Party" with sale hours from 12:00P.M. to 4:00P.M. SL seconded. Unanimous vote.

- 3.4 WM moved to approve and sign a one-day special license for Paul Martin, VFW Post #6538, 491A Main Street on September 21, 2019 in conjunction with a "40<sup>th</sup> Birthday Party" with sale hours from 6:00P.M. to 10:00P.M. SL seconded. Unanimous vote.

- 3.5 Review/Approve/Sign the request to petition the Massachusetts Police Training Council (MPTC) for a temporary waiver, RE: Edward Coffin

WM moved to sign the request to petition the Massachusetts Police Training Council (MPTC) for a temporary waiver, RE: Edward Coffin. SL seconded. Mr. Kreidler explained Mr. Coffin is trained and certified as a Reserve Officer and this waiver would allow Mr. Coffin to work until the next class for the full-time academy. The Board reviewed the paperwork as attached. Unanimous vote.

- 3.6 Review/Discuss request for support letter, RE: Division of Fisheries & Wildlife to purchase 45.59 acres as presented on Assessor Map 33-97-2  
WM moved to send a letter in support of their purchase. SL seconded. Unanimous Vote.

- 3.7 Review/Discuss Management Letter, RE: FY17 & FY18 Audit  
Mr. Kreidler explained the management letter is an overview of the financial statements, further explaining the Auditors will outline recommendations and improvements to the current structure. Mr. Kreidler informed the Board this was the first time in several years

the Town did have any financial weakness which can affect the bond rating. Mr. Kreidler reviewed the recommendations with the Board (please see attached).

- 3.8 Declare street grindings as surplus with no value as recommended by the Highway Department.

Mr. Kreidler explained when a road is reconstructed, the asphalt shavings are used by our Highway Department. Generally it is stored at the Highway Barn, however, with the additional road work that has been done, the Highway Barn is at full capacity and the Department has more than what is needed. Past practice, local vendors would drive in and fill their trucks. Mr. Kreidler stated a formal process that would include the Selectmen's vote would need to be done prior to anyone receiving the asphalt shavings.

WM moved to declare the street grindings as surplus with no value as recommended by the Highway Department. SL seconded. Unanimous vote.

- 3.9 Declare the following as surplus with no value as recommended by the Cemetery & Parks Commissioners:

- Multiple mower parts
- Landscape power tools (shovels, rakes, etc.)
- Power equipment that were used for parts (weed whacker, backpack, etc.)
- Case of old smoke detectors
- P.A. system

The Board reviewed the correspondence sent in by the Cemetery Commissions (please see attached).

WM moved to declare as surplus with no value as recommended by the Cemetery & Parks Commissioners for multiple mower parts, landscape power tools (shovels, rakes, etc.), power equipment that were used for parts (weed whacker, backpack, etc.), case of old smoke detectors and a P.A. system. SL seconded. Unanimous vote.

- 3.10 Review/Approve/Sign a contract with Green International Affiliates, Inc., for engineering services for the Greenville Road bridge replacement

The Board reviewed the contract (please see attached). Mr. Kreidler informed the Board, it has been reviewed by Counsel with changes to the contract. WM moved to approve and sign a contract with Green International Affiliates, Inc for engineering services for the Greenville Road bridge replacement. SL seconded. Unanimous vote.

- 3.11 Discussion/Status and plans for the new school year, RE: School Resource Officer  
Mr. Kreidler explained he's met with Chief Bailey, Deputy Chief Sartell and the School Superintendent, Brad Morgan. Mr. Kreidler explained the pathway to move forward which has been agreed to and in accordance with the collective bargaining agreement; the Chief



will assign the SRO. Mr. Kreidler informed the Board it will be the same Officer that has been certified, Officer Mark Francis. Mr. Kreidler explained the School Committee had concerns relating to the assigned Officer being out for training or sickness/injury as there would be no back up in the school district. Mr. Kreidler explained the parties agreed that whenever such an absence occurs, the Chief will post for a detail. SL asked Mr. Kreidler how the cost for the additional details will be paid for. Mr. Kreidler explained currently the amount that is budgeted and charged back to the schools is not enough to cover the benefit load. Mr. Kreidler informed the Board the additional cost will need to come from the police budget and during the FY21 budget cycle, conversations will need to occur regarding the additional expense and benefit load of the certified SRO. SL inquired about amending the memorandum of agreement with the school. Mr. Kreidler explained the memorandum of agreement will need to be amended to incorporate the changes as discussed.

#### IV. WORK SESSION – VOTES MAY BE TAKEN:

##### 4.1 Town Administrator updates and report

Mr. Kreidler informed the Board they will need to reschedule the meeting with Collins due to a scheduling conflict.

##### - Net meter credit

Mr. Kreidler explained the meter credit and the offer received from Nexamp, the solar developer currently working on the Craven property. They'll be generating credits and are offering to sell them to the town or with a fixed discount being 15% savings over Unitil. WM asked Mr. Kreidler to develop a table showing the discounted cost with the credits or a fixed rate with an escalator. SL asked it be shared with the Planning Board.

##### - Update, RE: Status of \$70,000.00 earmark for Town Common sidewalks

Mr. Kreidler explained the history of the request; discussing the bond bill approval last year and the Governor not releasing the funds. Mr. Kreidler explained Senator Tran had the funds incorporated into the FY20 operating budget. Mr. Kreidler asked the Cemetery Superintendent to update the estimate so it can be forwarded to the State to have the funds unlocked.

Misc updates: Mr. Kreidler suggested an audit committee be formed and gave the Board an outline of a draft policy. SL liked the draft and asked it be added to the next agenda as a first reading. SL would like to add a term to the draft policy.

##### - Update, RE: Maintenance Coordinator

SL asked what has been to date regarding the Coordinator. Mr. Kreidler explained the Maintenance Coordinator is a union position and the person is out for a time. The newly appointed Maintenance Tech is filling in the duties as much as possible. Mr. Kreidler stated it may be necessary to hire temporary help in the interim. Mr. Kreidler informed the Board, at the Department Head meeting, it was decided all Maintenance supplies needed and issues would be sent to the Town Administrator via email or work order.



- Update, RE: Water Superintendent Interim

Mr. Kreidler explained the Water Commissioners emailed over the agreement for interim services. Mr. Kreidler asked Town Counsel if he had a chance to review. Town Counsel explained he had not been able to thoroughly review, however, the original agreements were sparse and not on the approved contracts the town uses. SL informed Todd Melanson, Water Commissioner the Selectmen have voted to sign outside of the meeting. SL asked Mr. Melanson to submit the revised agreement after Town Counsel has reviewed.

- Update/status of the HVAC study for the Library/Senior Center

Mr. Kreidler to meet with the Energy Committee and move forward with the study of the HVAC at Library/Senior Center.

- Update for final cherry sheet (Town & School) variance against estimates

Mr. Kreidler explained there's no change for town, however, there is an increase for the schools in transportation.

- Update/status on phones system, cameras, and IT

Mr. Kreidler updated the Board; IT is up and running. Mr. Kreidler explained that he and the Chair discussed having a set of eyes or peer review of the work completed and an overview of the entire project. Mr. Kreidler informed the Board the security portion has been completed. WM asked if the cloud and 365 is done. Discussion ensued regarding the movement of the cable equipment to the Selectmen's office and out of Memorial Hall. Mr. Kreidler explained the phone system is still being worked on and we are trying to keep the current phones going until the project is complete.

- Update/status union negotiations start dates

Mr. Kreidler introduced the new Union Representative, Mr. Jones. Mr. Kreidler informed the Board and confirmed with Mr. Jones, that September 11<sup>th</sup> would be the first meeting with all the groups. Mr. Kreidler explained the Board of Selectmen have been waiting for dates from the unions. Mr. Kreidler asked Mr. Jones if a ratification vote has been taken on the clerical contract. Mr. Jones explained they were working on it.

4.2 Board of Selectmen announcements, updates, and reports

4.3 Clerk of the Board announcements for events

- Band Concert for August 22, 2019

WM read the memorandum as attached.

4.4 Board Correspondence

None

4.5 WM moved to review and sign the payroll and bills payable warrants out of session. SL seconded. Unanimous vote.

V: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

5.1 WM moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct

collective bargaining sessions or contract negotiations with nonunion personnel, RE: Police Chief and to adjourn from executive session. SL seconded.

- 5.2 WM moved to enter executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares AFSCME Police Union Grievance and to adjourn from executive session and to enter pursuant to G.L. c. 30A, § 21(a)(3), executive session to discuss strategy with respect to pending litigation where an open meeting may have a detrimental effect on the litigating position of the Town, and the Chair of the Board so declares, namely Doucette & Associates, Ltd. v. Town of Townsend, Worcester Superior Court Docket No. 1985CV01115A. SL seconded. Roll Call Vote SL (YES), WM (YES).

Respectfully submitted by,  
 Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of August 20, 2019 by the Board of Selectmen this  
15 day of October, 2019.



**DIVISION OF  
FISHERIES & WILDLIFE**

341 East Street, Belchertown, MA 01007  
p: (413) 323-7632 | f: (413) 323-9623  
**MASS.GOV/MASSWILDLIFE**

MASSWILDLIFE

July 17, 2019

Chair Sue Lisio  
Townsend Select Board  
272 Main St  
Townsend, MA 01469

**RECEIVED**

JUL 18 2019

BOARD OF SELECTMEN

Dear Chair Lisio and Select Board Members:

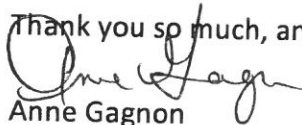
The Massachusetts Department of Fish and Game (DFG) is considering the purchase of 45.59+/- acres of land depicted on the enclosed map (Tract No. 2019-1-03), which is the majority of a parcel represented as Assessor Map 33-97-2. The existing house would be retained by the current owner as a separate lot and I have attached the ANR plan recently approved by the Planning Board for reference. It is anticipated that the subject parcel will be acquired by the East Quabbin Land Trust and then ultimately acquired by DFG.

The parcel abuts land previously sold to DFG along the Squannacook River, which DFG stocks annually. If acquired, DFG, working through its Division of Fisheries and Wildlife, will retain the property as open space, protect and manage the wildlife resources, and provide public access for passive outdoor recreational opportunities including wildlife observation, hunting, fishing and trapping.

I hope that the Select Board will provide a letter of support for DFG's purchase of the property, a copy of which can be emailed to me with the original mailed to:

Christy Edwards  
Director of Capital Planning and Land Protection, DFG  
251 Causeway St, Suite 400  
Boston, MA 02114-

Thank you so much, and please call with any questions or clarifications.

  
Anne Gagnon

Northeast District Land Agent

[anne.gagnon@state.ma.us](mailto:anne.gagnon@state.ma.us)

978-772-2145 ext. 223 (O) 617-599-7049 (C)

**MASSWILDLIFE**





COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF FISHERIES AND WILDLIFE

N/T  
SOUTH PITCHBURG  
HUNTING & FISHING CLUB, INC.

1. ASSASSIN, MAY 31, PARCEL 972
2. 209ND DISTRICT, R43
3. OWNERS OF RECORD:  
JOHN C. LEAHY, TRUST  
JAMES C. LEAHY, TRUST  
JAMES C. LEAHY, JR.  
TOWNSEND ROAD  
WILSON, MA 01890
4. DEED REFERENCE:  
MASS. CERTIFICATE 1986-14
5. PLAN REFERENCES:  
MASS. AND COAST PLAN 2595A  
MASS. AND COAST PLAN 2595B  
MASS. AND COAST PLAN 2595C  
MASS. AND COAST PLAN 2595D  
MASS. AND COAST PLAN 2595E  
MASS. AND COAST PLAN 2595F  
THE WILSON'S SOUTH DISTRICT, RECORD OF DEEDS
7. LOT 14 IS THE SUBDIVISION OF SEPARATE LOTS 15  
THROUGH 18, IN THE WILSON'S SOUTH DISTRICT, RECORD OF DEEDS

I CERTIFY THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

THIS SURVEY AND PLAN CONFORMS TO THE ETHICAL, PROCEDURAL, AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

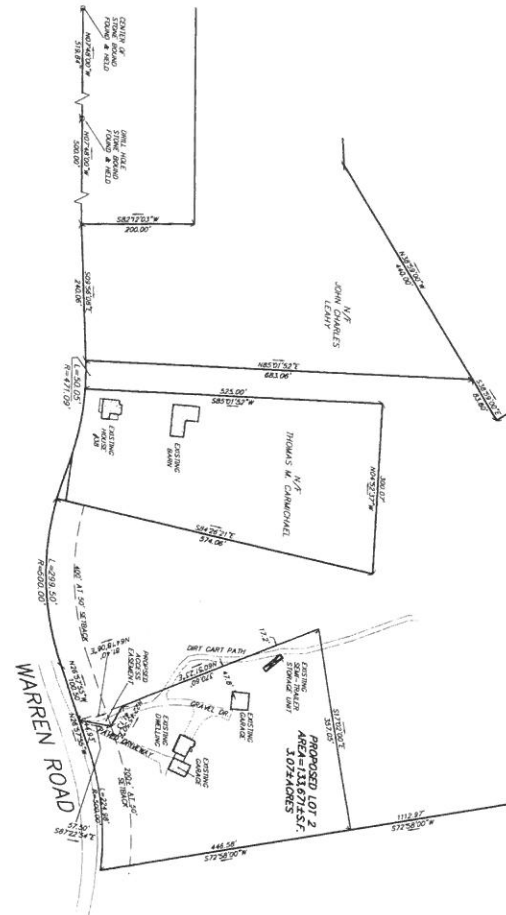
PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

SCALE: 1"=100'

*PLAN OF LAND*  
44 WARREN ROAD  
TOWNSEND, MASSACHUSETTS  
INSPIRED FOR  
MASSACHUSETTS DEPT. OF FISH & WILDLIFE  
251 CAUSEWAY STREET  
BOSTON, MASSACHUSETTS 02114  
SCALE: 1"=100'  
APRIL 1, 2019  
Norde Design Services, Inc.  
3 Pondview Place  
Tyngborough, MA 01879  
(978) 468-7186  
NORDESIGNSERVICES.COM

**LEGEND:**

CB/DH	□	CONCRETE BOUND DRILL HOLE
DH	●	DRILL HOLE
FD		FOUND
FSB	□	FIELD STONE BOUND
MS/DH		MIDDLESEX SQUARE DISTRICT RECORDS OF DEEDS
SB/DH	□	STONE BOUND DRILL HOLE

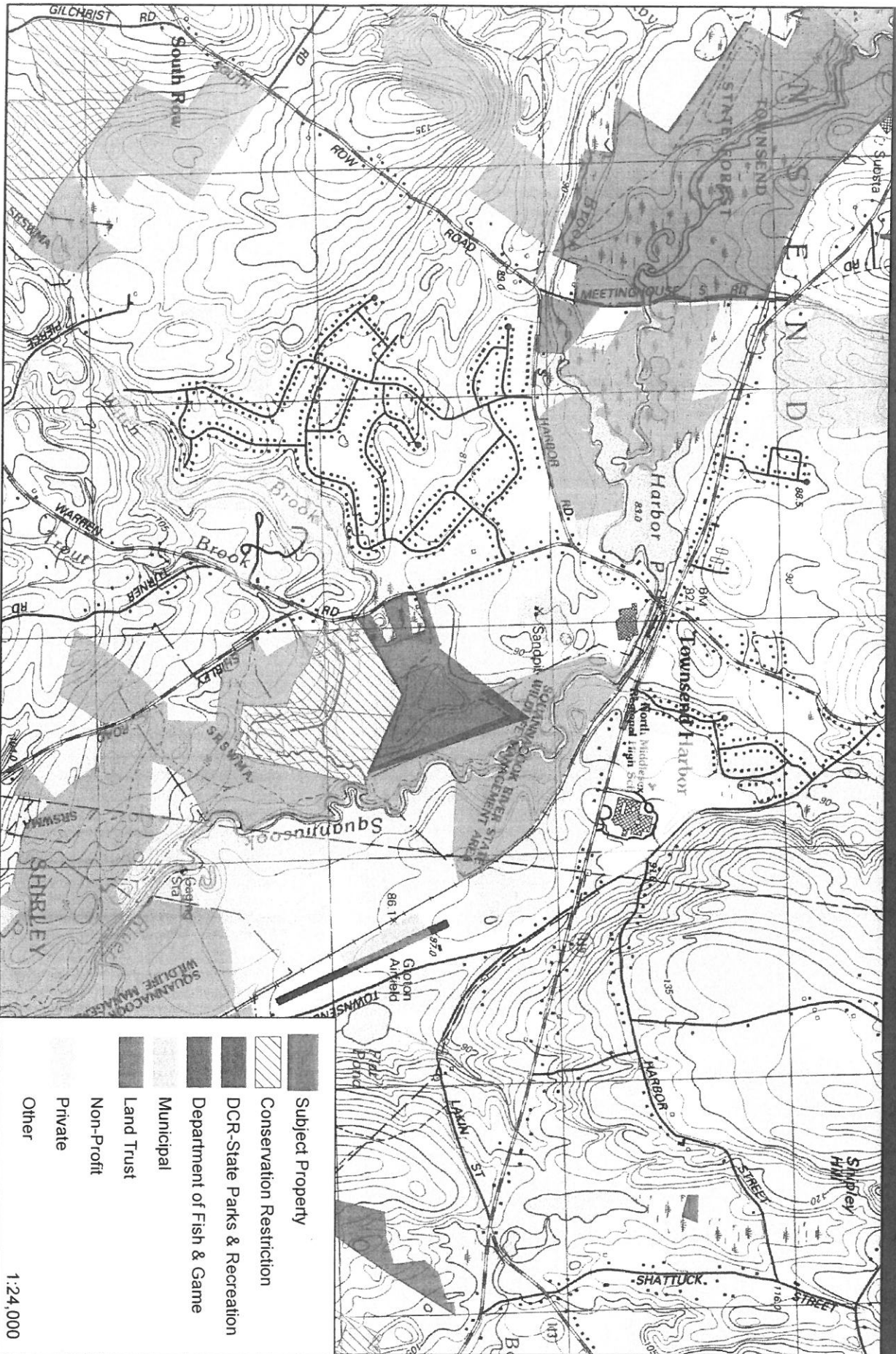


SB/DH D STONE BOUND DRILL HOLE





# Track No. 2019-1-03





2.1

## **PUBLIC NOTICE OF VACANCY**

In accordance with Section 7-10 of the Townsend Charter, notice is hereby given of the following vacancy on the

**NORTH MIDDLESEX REGIONAL DISTRICT SCHOOL COMMITTEE**

One (1) vacancy as the Townsend Representative with a term ending April 26, 2021.

Persons who are interested in this position should obtain and complete a Volunteer Response Form and return it to the Office of the Board of Selectmen.





**TOWN OF TOWNSEND,**  
**MASSACHUSETTS AGREEMENT**

THIS AGREEMENT made this 30th day of July 2019 by and between the TOWN of TOWNSEND, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 272 Main Street, Townsend MA 01469, Massachusetts, hereinafter referred to as the "TOWN", and GREEN INTERNATIONAL AFFILIATES, INC., [a corporation] having a usual place of business at 239 Littleton Road, Westford, MA, hereinafter referred to as the "ENGINEER".

**WITNESSETH:**

Whereas, the TOWN requested the submission of a proposal for the provision of professional engineering services related to the reconstruction of the Greenville Road Bridge, hereinafter "the Project"; and

WHEREAS, the ENGINEER submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the ENGINEER.

NOW, THEREFORE, the TOWN and the ENGINEER agree as follows:

1. Contract Documents. The Contract Document consists of this Agreement including attachments. The Contract Document constitutes the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of preparing engineering plans and details , specifications and cost estimates for the advertising of bridge reconstruction and is described in Attachment A Scope of Services.
3. Term of Contract. This Agreement shall be in effect from August 20, 2019 and shall expire on June 30, 2021, unless terminated earlier pursuant to the terms hereof or extended to a mutually agreed upon date.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement, the amounts set forth in Attachment B.

5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice. Invoices will be submitted on a monthly basis and indicate the amount of project completion and summary of work completed. There shall be no further costs, fees or reimbursable charges due the ENGINEER under this Agreement unless said fees and/or costs are so set forth in writing. The TOWN will not pay any surcharge or premium on top of the direct out of pocket expenses, if any. Final payment including any unpaid balance of the ENGINEER's compensation shall be due and payable when the Project/Goods/Services is/are complete and delivered to the TOWN.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent ENGINEER. The ENGINEER acknowledges and agrees that it is acting as an independent ENGINEER for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The ENGINEER shall indemnify and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the ENGINEER's breach of this Agreement or the negligence or misconduct of the ENGINEER, or the ENGINEER's agents or employees.
9. Insurance. A. The ENGINEER shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.  
  
B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.



10. Assignment. The ENGINEER shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the ENGINEER has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the ENGINEER in writing stating therein the nature of the alleged breach and directing the ENGINEER to cure such breach within ten (10) days. The ENGINEER specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the ENGINEER fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the ENGINEER specifying the effective date of the termination. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the ENGINEER up to the date of such termination, and the ENGINEER shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
- B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the ENGINEER written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. Default. The following shall constitute events of a default under the Agreement: (1) any material misrepresentation made by the ENGINEER to the TOWN; (2) any failure by the ENGINEER to perform any of its obligations under this Agreement including, but not limited to the following: (i) failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the ENGINEER'S reasonable control, (ii) failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the ENGINEER'S reasonable control, (iii) failure to perform this Agreement in a manner reasonable 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 service for reasons not beyond the ENGINEER'S reasonable control, (vi) failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance, (vii) any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement, and (vii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

13. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the ENGINEER, including the right to enter upon any property owned or occupied by ENGINEER, whether situated within or beyond the limits of the TOWN. Whenever requested, ENGINEER shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the ENGINEER shall assign or transfer any interest in the Agreement without the written consent of the other.
15. Compliance with Laws. The ENGINEER shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Suspension or Delay. The TOWN may order the ENGINEER, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the TOWN may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the ENGINEER's time for performance or compensation may be equitably adjusted. No adjustment shall be made if the ENGINEER is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Agreement is applied to render an equitable adjustment.

18. Conflict of Interest. Both the TOWN and the ENGINEER acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Agreement expressly prohibits any activity which shall constitute a violation of that law. The ENGINEER shall be deemed to have investigated the application of M. G. L. c. 268A to the performance of this Agreement and by executing the Agreement documents the ENGINEER certifies to the TOWN that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.
19. Waiver and Amendment. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement 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.
20. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
21. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the ENGINEER submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
22. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF TOWNSEND, MA

By its: Board of Selectmen

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Sue Lisio

\_\_\_\_\_  
Wayne Miller

\_\_\_\_\_  
Donald Klein  
Don Klein

Approved as to Form:

ENGINEER:

\_\_\_\_\_  
Town Counsel

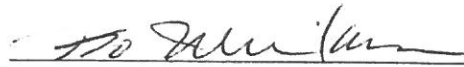
\_\_\_\_\_  
(Signature)

Ko Ishiku ra, President

\_\_\_\_\_  
(Name and Title)

## CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Ko Ishikura, authorized signatory for Green International Affiliates, Inc., do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

Ko Ishikura

Name: - - - - -

July 30, 2019

Title: - - - - -



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Burgin, Platner and Company, LLC 14 Franklin Street Quincy MA 02169	NAME: Cynthia Adams, CISR PHONE: (617) 691-2619 FAX: 1617773-9626 IfD ss: ca@bphins.com														
<b>INSURED</b> Green International Affiliates, Inc. 239 Littleton Road, Suite 3 Westford MA 01886	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>120443</td> </tr> <tr> <td>INSURER B: Nat'l Fire Ins. Co. of Hartford</td> <td>120478</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	120443	INSURER B: Nat'l Fire Ins. Co. of Hartford	120478	INSURER C:		INSURER D:		INSURER E:		INSURER:	
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## COVERAGES

CERTIFICATE NUMBER: 19-20 Cert Master L Limit

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	y y	81036760010	4/1/2019	4/1/2020	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
	GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> P,ff, n LOC					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OPAGG \$ 2,000,000
						\$
						COMBINED SINGLE LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO SCHEDULED	y y	2099551999	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
	AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED					PROPERTY DAMAGE
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTOS					(Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	y y				EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
A	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01036761867	1/1/2019	1/1/2020	\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	YIN [!] N/A	1C6011962376	1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Per Claim \$1,000,000
A	Professional Liability & Pollution Liability	N Y	1EH591898735	4/1/2019	4/1/2020	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Re: Replacement of Bridge #T-07-015 Greenville Road Over Walker Brook, Townsend, MA; Additional Insured with respect to General Liability & Auto Liability, Umbrella Follow Form: Town of Townsend, MA

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

Town of Townsend  
James M Kreidler, Jr. , Town Administrator  
272 Main Street  
Townsend, MA 01469

THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD REPRESENTATIVE

C Adams, CISR Elite/C

o/f40t-./

ACORD 25(2010/05)  
INS025 (201005).01

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## **ATTACHMENT A**

### **REPLACEMENT OF BRIDGE NO. T-07-015 GREENVILLE ROAD OVER WALKER BROOK, TOWNSEND, MA**

#### **SCOPE OF SERVICES - ENGINEERING DESIGN**

##### **ASSIGNMENT UNDERSTANDING**

This Scope of Services for the replacement of Bridge T-07-015 on Greenville Road over Walker Brook includes Preliminary and Final Design Services, as well as Construction Phase Services.

The subject bridge carries Greenville Road over Walker Brook in Townsend, MA. The 16'-9" single-span bridge was originally constructed circa 1850 and reconstructed in 1900. The current bridge is comprised of steel beams with jack arch deck bays, supported on reinforced concrete abutments and stacked stone masonry wingwalls. The structure is approximately 32'-2" wide and carries a roadway that is 31'-0" wide. There is steel w-beam railing on both sides partially supported on the structure.

As part of the Municipal Small Bridge Program Application an inspection was conducted of the structure. The deck was found to be in serious condition, with failed sections at the east and west ends of the bridge and undermining of the railing along both sides. The superstructure and substructure were found to be in fair/poor condition. The steel beam flanges and corrugated arches have deterioration throughout and the westernmost beam top flange is rotated west so it is no longer stabilized by the integrated deck. The substructure has large areas of spalling and undermining due to scour.

Key assumptions in this proposal include the following:

- This project is being funded in part by the MassDOT Small Bridge grant program and will be subject to MassDOT Chapter 85 Review for a Rural Local Road
- A full bridge replacement is required: deck, superstructure and substructure
- The final roadway profile will generally match the existing profile
- There will be one (1) design submission for the Town and MassDOT District to review.
- Green will attend (1) comment resolution meeting with MassDOT District.
- There are no existing utilities on the bridge to be maintained and no new utilities will be carried by the replacement structure.
- The overhead utility lines that run along Greenville Road adjacent to the structure will not be impacted.
- A Geotechnical Report and two (2) borings, one with a rock core, will be required for the proposed foundation.
- Traffic will be maintained on Greenville Road through staged construction with alternating one-way traffic through the work zone.
- No ROW impacts are anticipated to perform the bridge replacement work. Therefore, the efforts to prepare temporary and permanent easement plans are not included in this Scope of Services.
- MassDOT ROW review process is not anticipated for this project.





- The technical specifications and pay items will follow the standard MassDOT Specifications and the MassDOT standard nomenclature.
- The Front-End specifications will be provided by the Town of Townsend.
- Autodesk Civil 3D software will be used to develop our design plan documents. We will use Green's internal CAD standards for the preparation of the design plans.
- Bid and Construction Phase Services included in this scope of work shall consist of selective field visits and Engineer reviews of RFIs and Shop Drawings. Resident Engineer Services, while strongly recommended, are not included in the base scope of services but can be provided as an additional service (see Task 9 Optional). An hourly rate has been provided for informational purposes. As the construction period gets closer, this determination can be made.
- Eight (8) months of construction is anticipated.
- A CLOMR/LOMR process is not included in this scope of work assuming that the Bridge Replacement will not result in any increase of flood elevations. Refer to Section 4.2 for additional information.
- Roadway reconstruction will be limited to the approach work required for the bridge reconstruction and are anticipated to be limited to 100 feet on each side of the bridge.
- A pavement design will be not performed. The proposed typical section will match the existing pavement thickness as determined by the geotechnical investigations.
- The roadway will not be bermed or curbed and will drain via "country drainage". Design of a closed drainage system is not included under this scope of services.
- Long-term one-lane alternating setup with temporary signal system will be used to facilitate construction.
- The temporary signal system will consist of a portable type system to minimize construction cost.
- Two construction stages will be required for construction.
- Detour is not required.
- Public involvement/participation will not be required.
- It is assumed that this bridge will not be funded with any money from the Transportation Bond Bill; therefore, it is not exempt from MEPA or the Wetlands Protection Act. It is assumed that this bridge will not be funded with any federal money; therefore, a Categorical Exclusion (CE) is not required and is not included in this scope of services. It is assumed removal of 5 or more living public shade trees will not be required.
- The project is not located within any Priority Habitat/ Estimated Habitat Areas, as noted on the 2017 Massachusetts Natural Heritage Atlas established by the NHESP nor are there any certified or potential vernal pools within the vicinity of the project; therefore, filing with NHESP is not required nor included in this scope.
- It is assumed that the work will be less than 1 acre of disturbance; therefore, a NPDES EPA Construction General Permit (including preparation of a SWPPP) is not required nor included in this scope.
- It is assumed the total of both wetland and land under water bodies permanent impacts will be less than 5,000 SF.
- Sidewalks will not be required on the bridge or roadway approaches.

Based on our understanding of the project, as described above, and additional discussions with the Town, Green has prepared the following Scope of Services. If changes occur to the assumptions, it could require changes to the engineering and would require a contract amendment.



## 1.0 SURVEY

Green International Affiliates, Inc. (Green) will conduct a field survey and prepare a base plan of the project limits at the bridge that carries Greenville Road over Walker Brook in Townsend, MA. The project limits are shown on the attached image and include full topographic survey for about 400 feet on the Greenville Road (200 feet each direction of the center of the bridge) and four (4) cross sections of the Walker Brook with limits as shown on the attached figure (one cross section on each face of the bridge and two cross section within 100' on each direction from its intersection with the bridge) include edge of river, a shot beyond the top of bank, at the top of bank, bottom of bank, thalweg of the channel as best can be determined and any branches or diversions that the river may make.

Green makes the following assumptions:

1. Abutter notification will be provided by the Town of Townsend.
2. Wetland delineation will be performed by Green.
3. Sufficient monuments will be found and located within 500' of the project locus to verify and plot ROW lines.

### **Project Initiation and Data Compilation**

Green will perform research at Townsend Assessor's Department, Middlesex County Registry of Deeds, Massachusetts Department of Transportation- Highway Division and Massachusetts Land Court to obtain record plans and deeds of the existing right of way and abutting parcels.

### **Survey Coordination and Controls**

Green will create a traverse control network within the project limits. The control network will be based upon the Massachusetts State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88) and will be established using static GPS methods.

We will set a minimum of two temporary benchmarks. Control points and benchmarks will be noted on the base map.

### **Wetland Resource Area Delineation**

Green will conduct wetland resource area delineation in accordance with the Massachusetts Wetlands Protection Act (WPA), the Federal Clean Water Act, the *Corps of Engineers Wetlands Delineation Manual (1987 edition)*, and guidance in *Clarification and Interpretation of the 1987 Manual*, dated March 6, 1992. Include all field time associated with delineating the wetland boundaries and time attending local, state, and federal site meetings to review and verify wetland boundary lines. If applicable, documentation must be provided on state Appendix G Wetland Delineation Forms or US Army Corps Wetland Determination Forms for submittal to regulatory agencies.

### **Utility Coordination**

We will contact municipal utility agencies and utility companies to obtain available record information. We will contact agencies and companies that participate in the "Dig-Safe" program and municipal utility

agencies for the project area. We will compile and plot available utility record information onto the base map. We will open accessible sewer and drainage structures within the project limits, measure invert elevations and conduit sizes, and will note conduit material. Based on the available utility records and invert information obtained, we will show underground utility lines on the base map.

Subsurface utility locations will be plotted to meet utility Quality Level "C" as described in ASCE Standard 38-02 and summarized as follows:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to information derived from existing records or oral recollections.

Green makes no warranty to the accuracy and completeness of buried utility lines compiled from record information. Subsurface investigations or dye testing for buried utilities is not included as part of this proposal. If exact locations of certain utilities are required for future design purposes, we recommend that electronic line tracing and vacuum excavation methods be used to locate such utilities.

#### **Base Plans, Profiles and Typical Sections**

The base mapping will be the product of an on the ground survey of the project limits. We will locate edge of pavement, lane lines, curbing, top of sidewalk, back of sidewalk, bridge, top and toe of slope, isolated trees greater than 6" around the bridge, signs, visible utility structures, guardrail, walls, fences, and other features within the project limits. We will locate edge of river, changes in direction, top of bank and flood plain elevation where accessible to the survey limits as shown on attached figure. We will perform the survey in conformance with Section 1.1 of the MassDOT LRFD Bridge Manual - Part 1. The bridge detail survey will be limited to those items visible from above the bridge or river banks. The field survey will include wetlands delineation and field survey to locate up to 50 wetland flags.

The ground survey data will be used to produce an existing conditions base map in AutoCAD Civil 3D 2017 at a scale of 1" = 20' with 1' contours.

#### **Field Reconnaissance**

Green will field verify the base map for accuracy and completeness with a field check.

#### **Plot Existing Layout Lines**

Green will perform a right of way monument survey for Greenville Road within 500' of the project limits. We will perform reconnaissance and locate found monuments, analyze the results of the field survey with the existing research to determine the location of the existing right of way. We will plot the right of way on to the base map and note found monuments. We will plot approximate abutting property lines based on the deeds and plans of record parcels and note current abutting owner information.

## **2.0 ROADWAY AND TRAFFIC DESIGN**

The proposed roadway design will include limits of full depth reconstruction, transition curbs, new guardrail and pavement markings and other incidental roadway items. Green will develop a proposed roadway

alignment and profile. All roadway design elements will be shown on the Construction Plan (1 Sheet @ 1" = 20'). Alignment layout and curb tie information will be provided on the Construction Plan. No other roadway approach work is anticipated.

Full depth reconstruction of Greenville Road will be limited to approximately 100-feet either side of the bridge. The proposed design will maintain the existing roadway width and the proposed pavement depth will match the existing pavement depth. It is assumed that a pavement design will not be performed and that the existing pavement depth will be determined during the geotechnical investigations performed under Task 4.2. The roadway will be designed to meet MassDOT Project Development and Design Guide Standards, MassDOT Standard Construction Details, the AASHTO Green Book and AASHTO Roadside Design Guide. It is assumed that no sidewalks will be constructed on Greenville Road or the bridge and the existing "country drainage" patterns will be maintained. The design of a closed drainage system is not included in this scope of services.

We anticipate that existing subsurface utilities will be retained and relocation will not be required. It is assumed that the overhead wires will need to be relocated within the project limits. Green will show a preliminary route for the relocated utilities and coordinate with the utility responsible for pole set (Unitil). It is assumed that one (1) site meeting will be required to coordinate with the utility companies. It is assumed that Unitil will coordinate with all other parties with utilities set on the poles and that Unitil will provide the final pole layout.

We anticipate that a long-term one-lane alternating setup with temporary signal control is needed to facilitate construction of the bridge; in addition to the plan (up to two stages on the same plan), a signal timing plan will be prepared as well.

It is assumed that a Functional Design Report, Design Exception Report and a Healthy Transportation Policy Waiver will not be required for this project.

### **3.0 HYDRAULIC/SCOUR ANALYSIS**

#### **3.1 Hydraulic and Scour Analysis**

We will contact FEMA Region 1 and request the available hydrologic and hydraulic data for the study area (Greenville Road over Walker Brook 2) in the Town of Townsend, MA. We will review the available hydrologic and hydraulic analyses performed by FEMA and will use the analyses as a reference in the Hydraulic Report. Green will coordinate with the geotechnical sub-consultant during their work to collect soil samples from Walker Brook at the bridge. The soil samples will be used to perform sieve analysis and obtain grain sizes that will be used in the scour analysis.

Walker Brook 2 has been studied by FEMA using a detailed method. Based on the Effective Flood Insurance Study (EFIS) for the Town of Townsend, MA, Middlesex County, dated July 6, 2016, the 100-year flood is at elevation 405.5 feet NAVD 88 at the upstream face of Greenville Road (Old Turnpike Road). Greenville Road flows under pressure during the 100-year flood event and gets overtopped during the 500-year flood events. Walker Brook 2 has a regulatory floodway width of approximately 50 feet at a distance 100 feet upstream of the bridge.



We will model existing and proposed conditions and use the HEC-RAS program to compare 100-year flood elevations to the existing conditions. If the proposed improvements will affect the hydrologic or hydraulic characteristics of the flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA), then a Conditional Letter of Map Revision (CLOMR) process would be required and can be prepared as an additional service.

The CLOMR is FEMA's comment on the proposed project. The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review. In addition, NFIP regulations require that a CLOMR be obtained from FEMA before a project can be built along a stream or river for which detailed analyses have been conducted and both Base Flood Elevations (BFEs) and a regulatory floodway have been designated (which is the case for Walker Brook 2). FEMA will review and comment and, if appropriate, issue a CLOMR for the proposed project when requested by the Town of Townsend.

Our scope does not include the Conditional Letter of Map Revision (CLOMR) process with FEMA. A CLOMR would be required to ensure the project meets the minimum floodplain management criteria of the National Flood Insurance Program (NFIP) and, if so, what revisions will be made to the effective NFIP map for Townsend once the project has been completed as proposed.

We will prepare a Hydraulics and Scour Analysis Report that presents pertinent data and recommendations.

## **4.0 ENVIRONMENTAL PERMITTING**

The proposed bridge project has been reviewed for potential environmental impacts that could arise from its construction and the associated permitting requirements arising from these impacts. Since this project will not be funded by the 2014 Transportation Bond Bill, it is not exempt from MEPA, the Wetlands Protection Act or Ch. 91. Therefore, this project will require efforts for wetland permitting and a submittal to the Massachusetts Environmental Policy Act (MEPA) Office to facilitate review of the proposed work by the Secretary of Energy and Environmental Affairs and various other agencies and other interested parties.

### **4.1 ENF for Massachusetts Environmental Policy Act (MEPA)**

The Squannassit Area of Critical Environmental Concern (ACEC) extends across Greenville Road where it crosses Walter Brook. Work within the ACEC will require the filing of a MEPA Environmental Notification Form (ENF). We will prepare an ENF and associated correspondence to various agencies, as necessary, in accordance with the Massachusetts Environmental Policy Act and MEPA Regulations 301 CMR 11.00. We will prepare associated filing attachments, such as a distribution list and public notice; responses to comments, as necessary; and attend public meetings (assume 1 meeting). MEPA review will enable the distribution of the ENF to stakeholders, regulators, and interested members of the public, who may review and comment on the ENF for a 30-day period, after which the Secretary of Energy and Environmental Affairs may issue findings on whether the requirements of MEPA have been properly complied with. An affirmative finding completes MEPA review. It is assumed an EIR filing with MEPA will not be required, nor is it included in this scope.

### **4.2 Notice of Intent (NOI) per Massachusetts Wetlands Protection Act (WPA)**

The preparation and presentation of a Notice of Intent (NOI) to the Townsend Conservation Commission (TCC) will need to take place as part of the project. Work is very likely to extend into areas under jurisdiction of the state Wetlands Protection Act (WPA). Green will delineate the resource areas associated with Walter Brook within the Greenville Road crossing so that their boundaries can be plotted on base mapping, and impacted resource areas can be evaluated and quantified. Resource area delineations will be performed by Green's in-house wetlands specialist and recorded on U.S. Army Corps of Engineers delineation forms.

Plans, application forms, and project documentation required as part of a WPA NOI submittal package will be prepared and submitted to the TCC and the Massachusetts Department of Environmental Protection (DEP). A stormwater report will also be included in the submittal package that discusses how requirements of the State Stormwater Standards and the Townsend Stormwater Bylaw are met. These materials will show how the project will meet relevant performance standards set forth in the state Wetlands Regulations, 310 CMR 10.00, so that the proposed work can obtain an Order of Conditions from the TCC in order for the project to commence construction. The NOI will require a presentation of the submission at a regular hearing held by the TCC. It is assumed that attendance at two (2) TCC hearings and one (1) site walk will be required to obtain the Order of Conditions.

#### **4.3 MA DEP 401 Water Quality Certificate (WQC)**

This project is located within an ACEC as well as it is anticipated that this project will result in more than 100 CY of dredging, but less than 5,000 CY of dredging; therefore, an application for Water Quality Certification (WQC), BRP WW 08 application for Minor Dredge Project, is required (314 CMR 9.04(2)) in addition to the NOI. Tasks include preparation of the appropriate state application form, supporting documentations, preparation of plans, and sediment analysis that will be prepared and submitted to the DEP for its review. We assume two (2) sediment samples will be collected for chemical testing and sieve analysis. We will coordinate with our sub-consultants during the sampling, laboratory testing and presentation of results. Public notification would be required so that interested parties may also review and comment on the submittal. DEP must call a hearing for the WQC if sufficient public interest is generated by the public notice. Green will prepare the WQC application and submit it on the Town's behalf, but based on experience, it is assumed that no WQC hearing will be required. We assume that because this project is a municipal project, the state application fee for the WQC for dredging is waived and is not included in this scope of work.

#### **4.4 USACE Section 404 General Permit (PGP)**

It is anticipated that the proposed bridge work over Walter Brook will trigger a Pre-Construction Notification (PCN) application to the US Army Corps of Engineers (USACE), New England Division General Permit. We will prepare the PCN application and backup documentation in accordance with Massachusetts General Permit (GP 10 Linear Transportation Projects and Stream Crossings).

### **5.0 BRIDGE REPLACEMENT**

#### **5.1 Design Calculations**

Green will prepare design calculations for the proposed three (3) sided box culvert on cast-in-place spread footings in accordance with the latest AASHTO LRFD Design Standards and loadings, the 2013 MassDOT LRFD Bridge Design Manual, and all interims.



## **5.2 Subsurface Exploration & Geotechnical Report**

Green anticipates there will be two (2) borings, one at each of the proposed abutment locations, one of which will include a 10' long rock core. A Geotechnical Report will be prepared based on the boring information and will include a foundation design recommendation and calculations for the allowable bearing pressure. This work will be performed by a qualified subconsultant under our direction.

## **5.3 Plan Set Preparation**

Green will develop plans and details based on our design calculations. Green anticipates the following plan sheets count for this submittal:

- Title Sheet (1)
- General Notes (1)
- Boring Logs (1)
- Typical Sections and Details (1)
- Construction Plan (1)
- Construction Profile (1)
- General Plan and Elevation (1)
- Demolition/Staging Plan and Sections (2)
- Typical Culvert and Approach Section (1)
- Footing Layout and Section Sheet (1)
- Culvert Layout Sheet (1)
- Culvert Details (2)
- Miscellaneous Substructure Details (1)
- Highway Guardrail Transition Details (1)
- S3-TL4 Rail Details (2)
- Erosion Control and Sedimentation Plan (1)
- Traffic Management Plan (3)
- Roadway Cross Sections (2)

The total number of sheets is anticipated to be approximately 24. There will be one (1) plan submission to the Town and MassDOT District for review. Green anticipates providing up to three (3) full size hard copies of the plans for review.

## **5.4 Estimate**

Green will develop a line item estimate based on the Plans. The estimate will utilize standard MassDOT pay items and specifications whenever possible. Unit prices will be the expected costs based on the published MassDOT weighted average unit bid prices adjusted to the proposed conditions. The estimate will include a 10% contingency.

## **5.5 Specifications**

Green will prepare the specifications for the Bid Package, utilizing the Front End provided by the Town, MassDOT Standard Specifications and Special Provisions, and Special Provisions drafted specifically for the scope of this project. Green anticipates providing up to three (3) hard copies of the specifications for review.

## **5.6 Comment Resolution**

Green will participate in one (1) comment resolution meeting with the Town and MassDOT District after the Chapter 85 review to discuss and resolve comments on the Final Plans, Estimate and Specifications.

## **5.7 Prepare Bid Documents**

Green will review the front-end specifications provided by the Town and provide recommendations as appropriate. Green will revise the plans, estimate and specifications based on the comment resolution meeting with the Town and MassDOT and prepare the Plans and Specifications advertisement. Before the project can be advertised, MassDOT must approve the Contract Documents and provide Chapter 85 stamped and signed mylars from the Bridge Engineer. Green anticipates providing up to eight (8) hard copies of the Bid Package for distribution.

## **6.0 BID PHASE SERVICES**

Green will assist the Town in administering the bid, advertising the project in the Central Register, and newspaper of the Town's choosing. Green shall electronically distribute the bid documents to the prospective bidders and issue up to one (1) addenda. Green shall attend one (1) pre-bid conference at the Town, field bidder questions that arise during the bid phase, and coordinate with the Town for issuing responses to all bidders. It is assumed that the Town will be responsible for advertisement fees.

Green shall attend the bid opening with the Town and review the submitted bids for compliance with Contract requirements and perform a bid analysis of the three lowest bidders by developing bid tabulations. Green shall review the references of the three lowest bidders and provide a final recommendation to the Town.

## **7.0 CONSTRUCTION PHASE SERVICES**

Included in the base scope of work, Green will provide a limited amount Construction Phase Services to the Town. These services will include the review of up to ten (10) construction submittal/shop drawing reviews, which are anticipated to include the following: Cofferdam, Demolition, Erection, Concrete Mix, Reinforcing, Precast Elements, Bridge Railing, Temporary Traffic Signal, Asphalt Mix Design. Services shall also include responding to up to eight (8) RFI's, and attend up to six (6) site visits/progress meetings during key construction activities. Green will assist with the evaluation of up to three (3) Change Orders, if required, and will review up to four (4) payment requisitions.

We have included an optional task (Task 9.0) for full time Resident Engineering for this project. It is strongly recommended to track the workmanship and quantities of items used on the project. If the town is not able to provide full time residency and wishes Green to do so, written authorization will be required at that time.

Green will attend one (1) site walk with the Contractor and the Town to prepare a punchlist of outstanding items to be addressed. Green will attend one (1) additional Final Site Walk to review the punchlist and confirm that the items have been satisfactorily addressed.

## **8.0 COORDINATION WITH THE TOWN**

### **8.1 Schedules**

Green will provide a project schedule to the Town as part of this assignment. The schedule will be updated for the duration of the assignment. Monthly updates, during the active periods of this assignment, will be provided to the Town in PDF format and in Microsoft Projects format.

### **8.2 Meetings**

During the design phase, Green will prepare for and attend up to two (2) meetings with the Town to discuss the design or other project related matters. Following the meetings, we will prepare meeting minutes for distribution to the Town.

## **9.0 RESIDENT ENGINEERING SERVICES (OPTIONAL)**

It is strongly recommended due to the project being bridge reconstruction that the town have qualified resident engineering during the construction period. If the Town would like to employ a full time on-site resident engineer for the duration of the project, Green can provide one. The resident engineer services would be in addition to the CONSTRUCTION PHASE SERVICES described above in Task 7.0, except for the site visits during key construction activities, which would no longer be necessary.

For budget estimate purposes, Green would provide a Resident Engineer to the Town for the duration of the construction which is assumed to be 100 working days and 8 hours per day. The Resident Engineer would perform the following tasks:

- Perform construction observations and accept/reject materials, equipment and supplies delivered/installed in the work site;
- Prepare and maintain a construction "punchlist" of work to be completed or corrected by the Contractor;
- Maintain records for and attend meetings with representatives of the Town and the Contractor and other agencies having jurisdiction over the work;
- Maintain documentation, survey notes, and a set of marked-up prints of the completed construction;
- Review contract documents and approved shop drawings in order to identify and report degree of Contractor compliance with the contract documents;
- Review and evaluate Contractor work schedules. Review updates during the construction period, as necessary;
- Observe daily construction and record site conditions for conformance with contract documents;
- Observe the quality and quantity (with appropriate measurement) of the construction to determine that the work conforms with all contract document requirements;
- List equipment, personnel, materials, and other indicators of progress;
- Investigate public complaints;
- Maintain correspondence, daily reports, and public complaint files;

- Monitor the work site, including exposed utilities, to verify site integrity during construction activities;
- Maintain liaison with and attend regular site meetings with the contractor in order to anticipate construction work, potential problems, progress, and for other necessary reasons;
- Review periodic applications for payment (monthly and final requisitions) prepared by the contractor;
- Check contractor payrolls;
- Provide general coordination and assistance related to other specific contract requirements;
- Make measurements as necessary for payments;
- Obtain photographs of key conditions for work in progress;
- Measure and record in a field book, as the work progresses, the various pay quantities, utility locations, test results, etc.; and
- Prepare a daily report construction outlining the work performed, test results, materials delivered, damage and restoration of public and private property, crew size and other pertinent data. The daily reports will be submitted to the City via a web-based document management system on a weekly basis.



## ATTACHMENT B COMPENSATION

The costs for providing the town of Townsend with professional engineering & design are as follows : Design & engineering including coordination and meetings (Task 8) through the bid phase is a Lump Sum of \$158,500

Limited Construction Services Phase described in Task 7 (not including Resident Engineering) would be invoiced on a Time & Materials basis with an upset limit of \$20,000. Reimbursable expenses under this phase include reasonable cost of transportation, printing, telephone, reproduction, and other reasonable expenses.

TASK 9 Resident engineering would be invoiced at \$86.00 per hour.

## ADDITIONAL SERVICES

Additional services beyond those, outlined in the above scope, can be performed as required. These services may include: additional studies and analyses, response to comments on the study or plans, liaison or negotiations with government officials, other roadway/civil/traffic mitigation related design services, permitting and other services. One potential task that could be required is the review of any Response to Comments by the Applicant. If required, additional services would be defined upon request and would be performed at your discretion and authorization only. This task has been budgeted and included in the list of fees.

Should additional services be needed and requested by the CLIENT beyond the items outlined above, we would prepare a contract amendment that contains the Scope of Services, fee, and schedule required to complete the Additional Services.



Inter Office

Memo

To: Board of Selectmen  
Town Administrator

From: Cemetery & Parks Commissioners

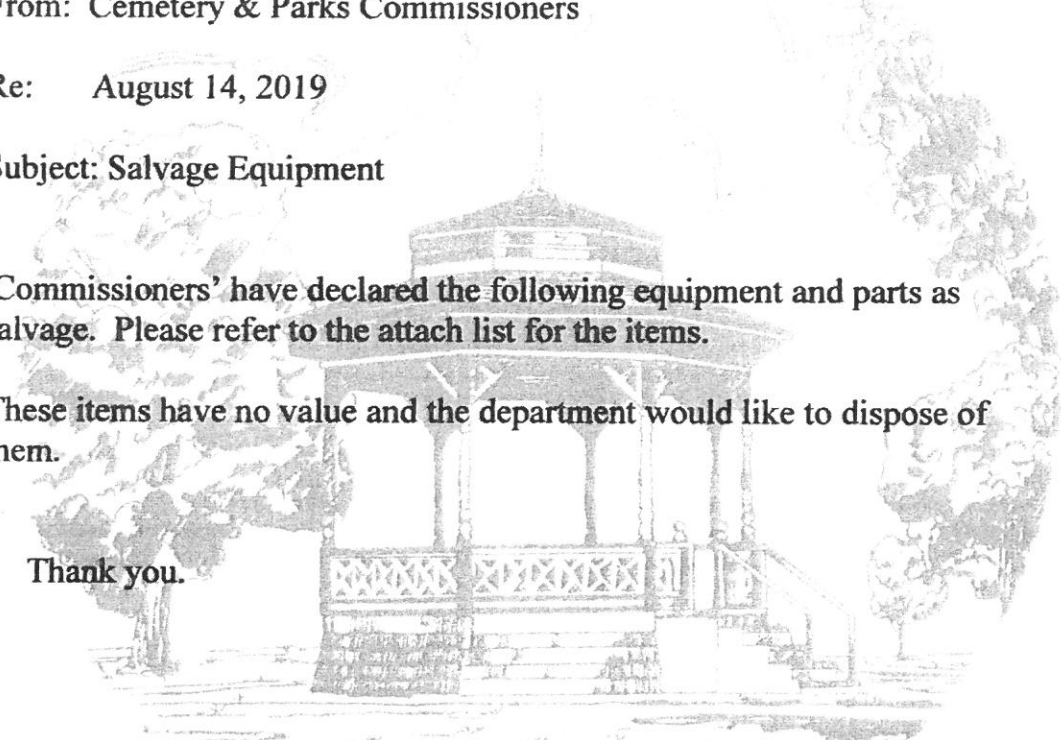
Re: August 14, 2019

Subject: Salvage Equipment

Commissioners' have declared the following equipment and parts as salvage. Please refer to the attach list for the items.

These items have no value and the department would like to dispose of them.

Thank you.



*Ragmond P. Boyesen*  
*Alfred 'Tuffy' Bonker*

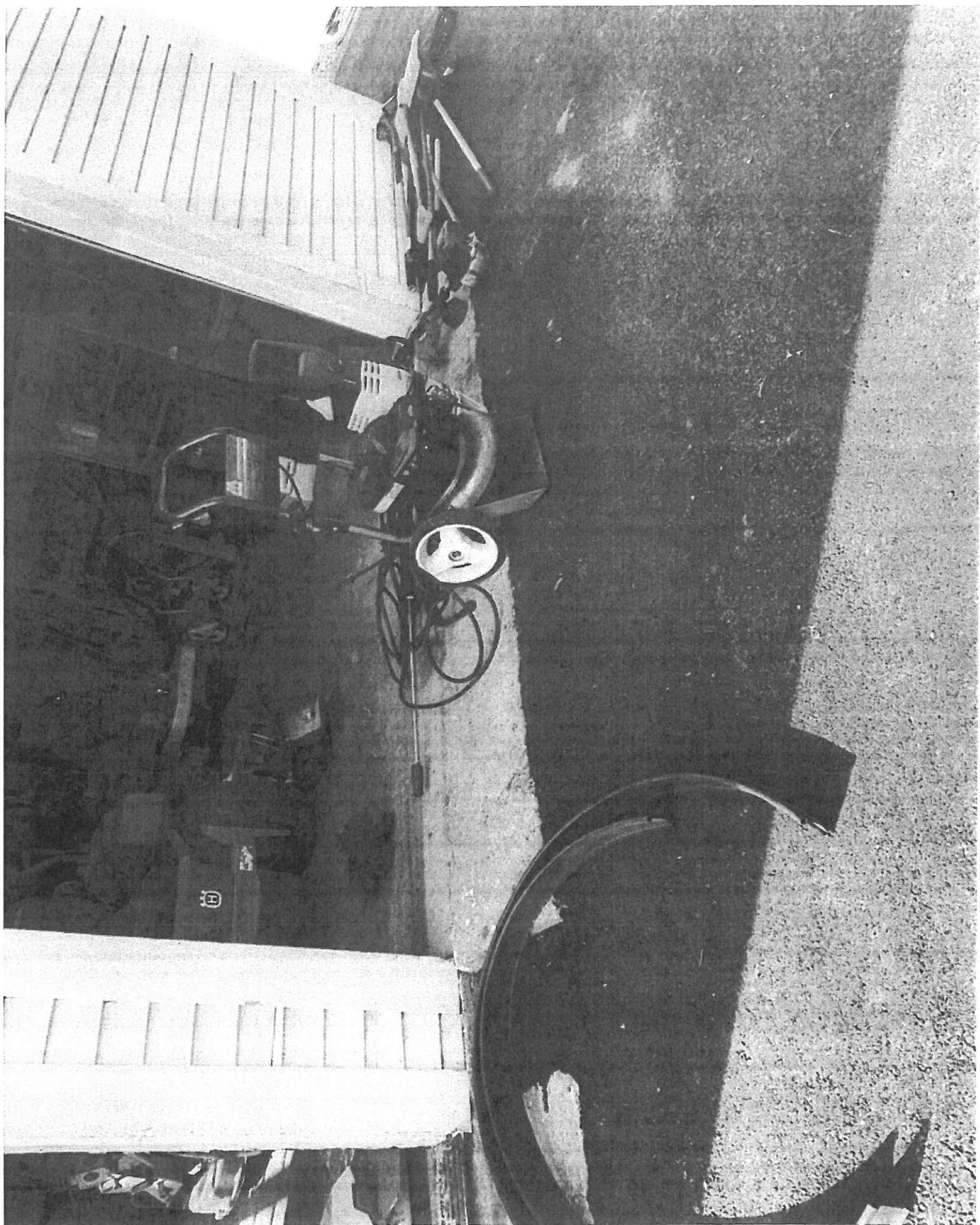


## *Salvage List*

- Multiple mower parts
- Landscape tools (shovels, rakes etc..)
- Power equipment that were used for parts. Weed whacker, backpack etc.
- Case of old smoke detectors
- P.A system





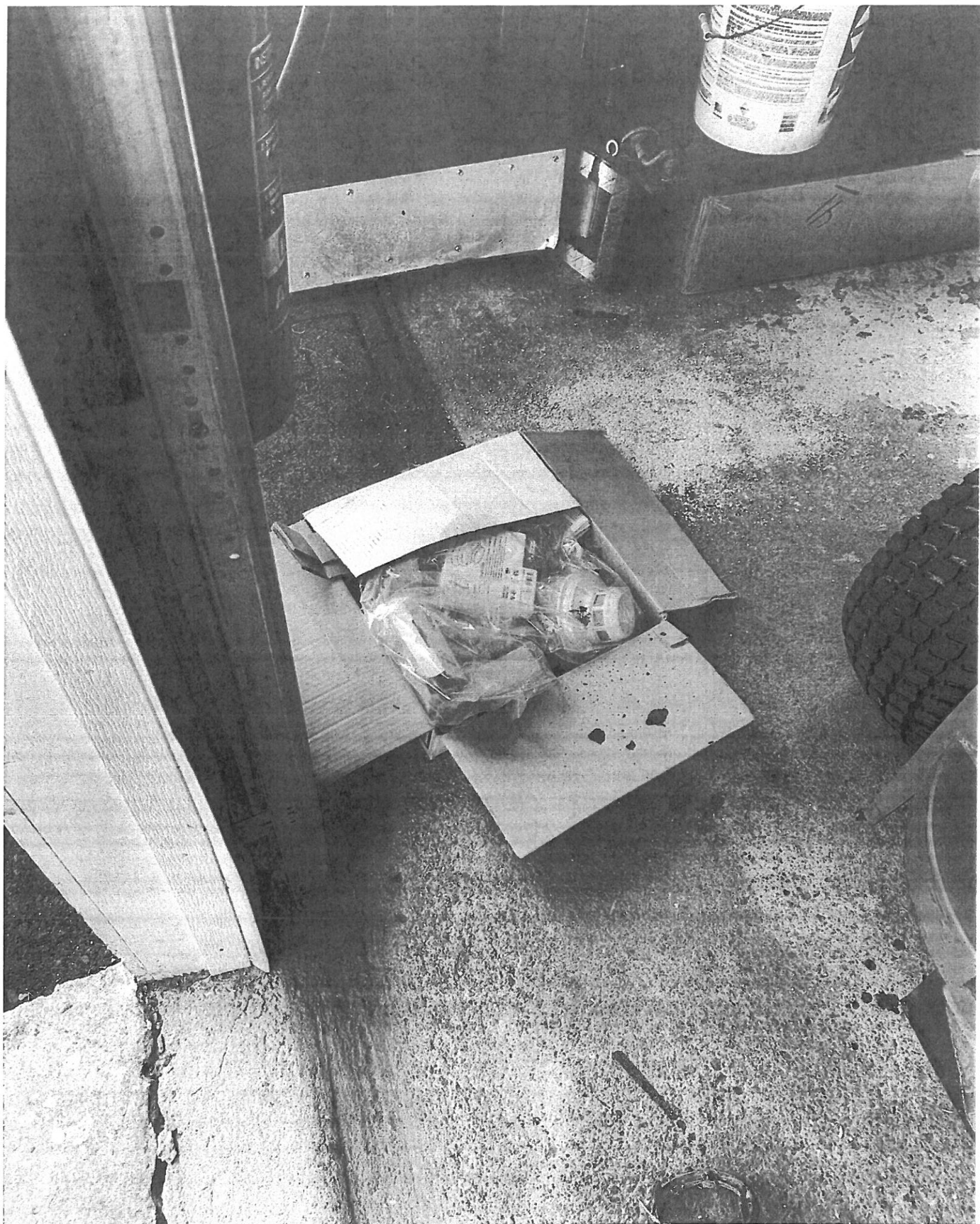














DATE \_\_\_\_\_ FROM: [ ] yes [ ] no  
Clerk SP V. Clerk W OK \_\_\_\_\_  
TOWNSEND

**TOWN OF TOWNSEND, MASSACHUSETTS**

**Management Letter**

**For the Years Ended June 30, 2017 and June 30, 2018**

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Additional Offices:

Nashua, NH  
Manchester, NH  
Greenfield, MA  
Ellsworth, ME

To the Board of Selectmen and Town Administrator  
Town of Townsend, Massachusetts

In planning and performing our audit of the basic financial statements of the Town of Townsend, Massachusetts (the Town), as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The recommendations that accompany this letter summarize our comments and suggestions concerning those matters.

The Town's written responses to the recommendations identified from our audit have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This communication is intended solely for the information and use of management, Board of Selectmen, others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

The purpose of this communication, which is an integral part of our audit, is to describe for management and those charged with governance, including those overseeing the financial reporting process, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

*Melanson Heath*

May 10, 2019

## **CURRENT YEAR RECOMMENDATIONS:**

### **1. Continue Improvements Over Monthly Reconciliations**

In fiscal years 2017 and 2018, the Town had reconciled property tax receivables between the Treasurer/Tax Collector's detailed account balances and the general ledger monthly except for the tax title receivable account. Due to significant turnover in the Treasurer/Tax Collector's office, the tax title receivable detailed account balances were not consistently reconciled with the general ledger control balance, with the difference being \$119,356 as of June 30, 2018. The Treasurer/Tax Collector and Town Accountant are aware of the variance and have been actively trying to determine and investigate the difference.

We recommend that the Town continue to reconcile monthly and to devote resources to researching this variance and, at a minimum, reconcile annual activity between the Treasurer/Tax Collector's records and the general ledger. This will help ensure the variance does not change and will provide a better opportunity to identify and implement a timely resolution.

#### **Town's Response:**

The Town devoted additional time and resources to close the gap in the reconciliation and perform the reconciliation on a monthly schedule. At the beginning of fiscal year 2018, the Treasurer/Collector devoted some time in researching old tax title balances and has reduced the gap of what is in the tax software to the general ledger. We will continue the research and book or clear the outstanding tax title balances.

### **2. Improve Compensated Absences Accounting Records**

During fiscal year 2018, the Town began using a payroll service to track and monitor compensated absence (i.e., earned but unused vacation time) balances for employees. However, this new report did not properly calculate the amount payable to each employee as of June 30, 2018 based on individual vesting requirements and maximum accrual balances.

While the Town made improvements by automating and centralizing the accounting for employee compensated absences, we recommend that the Town reconcile balances calculated on the report in accordance with relevant vesting requirements and maximum accrual balances in order to provide an adequate audit trail and estimate of the liability at year-end.

Town's Response:

The Town has been working diligently with all departments to assure that the accrual balances are correctly recorded in the payroll system. An accrual report is sent out to department heads after every payroll cycle for verification. Additionally, the Town will be switching to the Time and Attendance automated system that has more capacity and flexibility for calculating accrual balances for specific contracts and reporting.

**3. Improve Timeliness of Cash Receipts Postings**

During fiscal years 2017 and 2018, we noted that the Treasurer receipt information was often reported to the Town Accountant several months in arrears. Consequently, the general ledger records were not up to date and could not be reconciled in a timely manner in order to provide budgetary (budget vs. actual) data accurately within a reasonable amount of time.

We recommend that the Treasurer's receipt information be reported to the Town Accountant by the third week of the subsequent month in order to facilitate a timelier reconciliation and accurate budgetary reporting. Additionally, this will improve the Town's ability to identify potential errors or irregularities occurring and going undetected.

Town's Response:

The 2017 gap in reconciliations was caused by the significant turnover in the Treasurer's office and additional time needed to reconcile the outstanding receipts. The past due reconciliations were completed in fiscal year 2018, and for the remainder of the year the deposit receipts were posted on a monthly basis.

**4. Prepare for Implementation of GASB Statement No. 84**

The Governmental Accounting Standards Board (GASB) has issued Statement No. 84, *Fiduciary Activities*, that will apply to the Town in fiscal year 2020. Statement 84 changes the way certain Agency Funds are to be accounted for. Currently, Agency Funds have no measurement focus and are simply assets offset by corresponding liabilities. The changes establish a measurement focus on these activities and may require a change in how the Town accounts and reports these activities. Specifically, revenue and expenditure accounts may need to be added to the Town's general ledger in order to maintain the newly required measurement focus.



We recommend that the Town prepare to implement Statement No. 84. An implementation guide is scheduled to be published in the near future and should provide guidance including possible revisions to the Town's chart of accounts.

Town's Response:

The Town is aware of the new requirements of GASB statement No. 84 and is taking the required steps to ensure that any and all new requirements will be implemented in a timely manner.





**GREEN INTERNATIONAL AFFILIATES, INC.**

239 LITTLETON ROAD, SUITE 3 WESTFORD, MA 01886

T: (978) 923-0400 | F: (978) 399-0033 | WWW.GREENINTL.COM

August 5, 2019

Mr. James Smith  
Superintendent  
Town of Townsend  
177 Main Street  
Townsend, MA 01469

**Subject: Small Bridge Replacement Project  
Consulting Services Agreement**

Dear Jim,

Attached please find the contract for providing engineering design services for the Greenville Road replacement project. I used one of the templates you provided for the basis. Included are

- Contract signed by the President,
- Attachment A Scope of Services
- Attachment B Compensation
- Certificate of Tax Compliance, and
- Certificate of Insurance

Please have this agreement countersigned and return a copy to me in order for us to begin work. I have also put the original in the mail in case that is required.

If you have any questions or need to discuss anything pertaining to the scope, please call me at (978) 923-0400. We look forward to working with you on this project.

Thank you and have a nice day.

Very truly yours,  
**GREEN INTERNATIONAL AFFILIATES, INC.**

*Bill*

William J Scully P.E.  
Vice President

cc: Ko Ishikura, P.E.  
M. Cruz, P.E.

Encl: Attachment 1 and 2

*L:\Proposal\Public Clients\Town of Townsend\Greenville Road Small Bridges\Cover Letter.Docx*





## TOWN OF TOWNSEND, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this 30th day of July 2019 by and between the TOWN of TOWNSEND, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 272 Main Street, Townsend MA 01469, Massachusetts, hereinafter referred to as the "TOWN", and GREEN INTERNATIONAL AFFILIATES, INC., [a corporation] having a usual place of business at 239 Littleton Road, Westford, MA, hereinafter referred to as the "ENGINEER".

### WITNESSETH:

Whereas, the TOWN requested the submission of a proposal for the provision of professional engineering services related to the reconstruction of the Greenville Road Bridge, hereinafter "the Project"; and

WHEREAS, the ENGINEER submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the ENGINEER.

NOW, THEREFORE, the TOWN and the ENGINEER agree as follows:

1. Contract Documents. The Contract Document consists of this Agreement including attachments. The Contract Document constitutes the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of preparing engineering plans and details, specifications and cost estimates for the advertising of bridge reconstruction and is described in Attachment A Scope of Services.
3. Term of Contract. This Agreement shall be in effect from August \_\_, 2019 and shall expire on June 30, 2021, unless terminated earlier pursuant to the terms hereof or extended to a mutually agreed upon date.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. See Attachment B.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice. Invoices will be submitted on a monthly basis and indicate the amount of project completion and summary of work completed.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further



obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. Independent ENGINEER. The ENGINEER acknowledges and agrees that it is acting as an independent ENGINEER for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The ENGINEER shall indemnify and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the ENGINEER's breach of this Agreement or the negligence or misconduct of the ENGINEER, or the ENGINEER's agents or employees.
9. Insurance. A. The ENGINEER shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.  
  
B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. Assignment. The ENGINEER shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the ENGINEER has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the ENGINEER in writing stating therein the nature of the alleged breach and directing the ENGINEER to cure such breach within ten (10) days. The ENGINEER specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the ENGINEER fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving



written notice thereof to the ENGINEER specifying the effective date of the termination. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the ENGINEER up to the date of such termination, and the ENGINEER shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the ENGINEER written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.


12. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the ENGINEER, including the right to enter upon any property owned or occupied by ENGINEER, whether situated within or beyond the limits of the TOWN. Whenever requested, ENGINEER shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the ENGINEER shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The ENGINEER shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.





**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Ko Ishikura, authorized signatory for Green International Affiliates, Inc., do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
Signature

Ko Ishikura

Name: \_\_\_\_\_

July 30, 2019

Title: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cynthia Adams, CISR
Burgin, Platner and Company, LLC	PHONE (A/C No. Ext): (617) 691-2619
14 Franklin Street	FAX (A/C No): (617) 773-9626
Quincy MA 02169	E-MAIL ADDRESS: ca@bphins.com
INSURED	INSURER(S) AFFORDING COVERAGE
Green International Affiliates, Inc.	INSURER A: Continental Casualty Company
239 Littleton Road, Suite 3	INSURER B: Nat'l Fire Ins. Co. of Hartford
Westford MA 01886	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20 Cert Master L Limit REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	B1036760010	4/1/2019	4/1/2020	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS			B2099551999	4/1/2019	4/1/2020	PROPERTY DAMAGE (Per accident) \$
		Y	Y				\$
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	B1036761867	4/1/2019	4/1/2020	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC6011962376	4/1/2019	4/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Liability & Pollution Liability	N	Y	AEH591898735	4/1/2019	4/1/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim \$1,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Replacement of Bridge #T-07-015 Greenville Road Over Walker Brook, Townsend, MA; Additional Insured with respect to General Liability & Auto Liability, Umbrella Follow Form: Town of Townsend, MA

CERTIFICATE HOLDER	CANCELLATION
Town of Townsend James M Kreidler, Jr., Town Administrator 272 Main Street Townsend, MA 01469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	C Adams, CISR Elite/C

ACORD 25 (2010/05)

INS025 (201005).01

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## ATTACHMENT A

### REPLACEMENT OF BRIDGE NO. T-07-015 GREENVILLE ROAD OVER WALKER BROOK, TOWNSEND, MA

#### SCOPE OF SERVICES – ENGINEERING DESIGN

##### ASSIGNMENT UNDERSTANDING

This Scope of Services for the replacement of Bridge T-07-015 on Greenville Road over Walker Brook includes Preliminary and Final Design Services, as well as Construction Phase Services.

The subject bridge carries Greenville Road over Walker Brook in Townsend, MA. The 16'-9" single-span bridge was originally constructed circa 1850 and reconstructed in 1900. The current bridge is comprised of steel beams with jack arch deck bays, supported on reinforced concrete abutments and stacked stone masonry wingwalls. The structure is approximately 32'-2" wide and carries a roadway that is 31'-0" wide. There is steel w-beam railing on both sides partially supported on the structure.

As part of the Municipal Small Bridge Program Application an inspection was conducted of the structure. The deck was found to be in serious condition, with failed sections at the east and west ends of the bridge and undermining of the railing along both sides. The superstructure and substructure were found to be in fair/poor condition. The steel beam flanges and corrugated arches have deterioration throughout and the westernmost beam top flange is rotated west so it is no longer stabilized by the integrated deck. The substructure has large areas of spalling and undermining due to scour.

Key assumptions in this proposal include the following:

- This project is being funded in part by the MassDOT Small Bridge grant program and will be subject to MassDOT Chapter 85 Review for a Rural Local Road
- A full bridge replacement is required: deck, superstructure and substructure
- The final roadway profile will generally match the existing profile
- There will be one (1) design submission for the Town and MassDOT District to review.
- Green will attend (1) comment resolution meeting with MassDOT District.
- There are no existing utilities on the bridge to be maintained and no new utilities will be carried by the replacement structure.
- The overhead utility lines that run along Greenville Road adjacent to the structure will not be impacted.
- A Geotechnical Report and two (2) borings, one with a rock core, will be required for the proposed foundation.
- Traffic will be maintained on Greenville Road through staged construction with alternating one-way traffic through the work zone.
- No ROW impacts are anticipated to perform the bridge replacement work. Therefore, the efforts to prepare temporary and permanent easement plans are not included in this Scope of Services.
- MassDOT ROW review process is not anticipated for this project.





Municipal Small Bridge Program Greenville Road No. T-07-015  
Scope of Services

- The technical specifications and pay items will follow the standard MassDOT Specifications and the MassDOT standard nomenclature.
- The Front-End specifications will be provided by the Town of Townsend.
- Autodesk Civil 3D software will be used to develop our design plan documents. We will use Green's internal CAD standards for the preparation of the design plans.
- Bid and Construction Phase Services included in this scope of work shall consist of selective field visits and Engineer reviews of RFIs and Shop Drawings. Resident Engineer Services, while strongly recommended, are not included in the base scope of services but can be provided as an additional service (see Task 9 Optional). An hourly rate has been provided for informational purposes. As the construction period gets closer, this determination can be made.
- Eight (8) months of construction is anticipated.
- A CLOMR/LOMR process is not included in this scope of work assuming that the Bridge Replacement will not result in any increase of flood elevations. Refer to Section 4.2 for additional information.
- Roadway reconstruction will be limited to the approach work required for the bridge reconstruction and are anticipated to be limited to 100 feet on each side of the bridge.
- A pavement design will be not performed. The proposed typical section will match the existing pavement thickness as determined by the geotechnical investigations.
- The roadway will not be bermed or curbed and will drain via "country drainage". Design of a closed drainage system is not included under this scope of services.
- Long-term one-lane alternating setup with temporary signal system will be used to facilitate construction.
- The temporary signal system will consist of a portable type system to minimize construction cost.
- Two construction stages will be required for construction.
- Detour is not required.
- Public involvement/participation will not be required.
- It is assumed that this bridge will not be funded with any money from the Transportation Bond Bill; therefore, it is not exempt from MEPA or the Wetlands Protection Act. It is assumed that this bridge will not be funded with any federal money; therefore, a Categorical Exclusion (CE) is not required and is not included in this scope of services. It is assumed removal of 5 or more living public shade trees will not be required.
- The project is not located within any Priority Habitat/Estimated Habitat Areas, as noted on the 2017 Massachusetts Natural Heritage Atlas established by the NHESP nor are there any certified or potential vernal pools within the vicinity of the project; therefore, filing with NHESP is not required nor included in this scope.
- It is assumed that the work will be less than 1 acre of disturbance; therefore, a NPDES EPA Construction General Permit (including preparation of a SWPPP) is not required nor included in this scope.
- It is assumed the total of both wetland and land under water bodies permanent impacts will be less than 5,000 SF.
- Sidewalks will not be required on the bridge or roadway approaches.

Based on our understanding of the project, as described above, and additional discussions with the Town, Green has prepared the following Scope of Services. If changes occur to the assumptions, it could require changes to the engineering and would require a contract amendment.





## 1.0 SURVEY

Green International Affiliates, Inc. (Green) will conduct a field survey and prepare a base plan of the project limits at the bridge that carries Greenville Road over Walker Brook in Townsend, MA. The project limits are shown on the attached image and include full topographic survey for about 400 feet on the Greenville Road (200 feet each direction of the center of the bridge) and four (4) cross sections of the Walker Brook with limits as shown on the attached figure (one cross section on each face of the bridge and two cross section within 100' on each direction from its intersection with the bridge) include edge of river, a shot beyond the top of bank, at the top of bank, bottom of bank, thalweg of the channel as best can be determined and any branches or diversions that the river may make.

Green makes the following assumptions:

1. Abutter notification will be provided by the Town of Townsend.
2. Wetland delineation will be performed by Green.
3. Sufficient monuments will be found and located within 500' of the project locus to verify and plot ROW lines.

### Project Initiation and Data Compilation

Green will perform research at Townsend Assessor's Department, Middlesex County Registry of Deeds, Massachusetts Department of Transportation – Highway Division and Massachusetts Land Court to obtain record plans and deeds of the existing right of way and abutting parcels.

### Survey Coordination and Controls

Green will create a traverse control network within the project limits. The control network will be based upon the Massachusetts State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88) and will be established using static GPS methods.

We will set a minimum of two temporary benchmarks. Control points and benchmarks will be noted on the base map.

### Wetland Resource Area Delineation

Green will conduct wetland resource area delineation in accordance with the Massachusetts Wetlands Protection Act (WPA), the Federal Clean Water Act, the *Corps of Engineers Wetlands Delineation Manual (1987 edition)*, and guidance in *Clarification and Interpretation of the 1987 Manual*, dated March 6, 1992. Include all field time associated with delineating the wetland boundaries and time attending local, state, and federal site meetings to review and verify wetland boundary lines. If applicable, documentation must be provided on state Appendix G Wetland Delineation Forms or US Army Corps Wetland Determination Forms for submittal to regulatory agencies.

### Utility Coordination

We will contact municipal utility agencies and utility companies to obtain available record information. We will contact agencies and companies that participate in the "Dig-Safe" program and municipal utility





agencies for the project area. We will compile and plot available utility record information onto the base map. We will open accessible sewer and drainage structures within the project limits, measure invert elevations and conduit sizes, and will note conduit material. Based on the available utility records and invert information obtained, we will show underground utility lines on the base map.

Subsurface utility locations will be plotted to meet utility Quality Level "C" as described in ASCE Standard 38-02 and summarized as follows:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to information derived from existing records or oral recollections.

Green makes no warranty to the accuracy and completeness of buried utility lines compiled from record information. Subsurface investigations or dye testing for buried utilities is not included as part of this proposal. If exact locations of certain utilities are required for future design purposes, we recommend that electronic line tracing and vacuum excavation methods be used to locate such utilities.

#### **Base Plans, Profiles and Typical Sections**

The base mapping will be the product of an on the ground survey of the project limits. We will locate edge of pavement, lane lines, curbing, top of sidewalk, back of sidewalk, bridge, top and toe of slope, isolated trees greater than 6" around the bridge, signs, visible utility structures, guardrail, walls, fences, and other features within the project limits. We will locate edge of river, changes in direction, top of bank and flood plain elevation where accessible to the survey limits as shown on attached figure. We will perform the survey in conformance with Section 1.1 of the MassDOT LRFD Bridge Manual – Part 1. The bridge detail survey will be limited to those items visible from above the bridge or river banks. The field survey will include wetlands delineation and field survey to locate up to 50 wetland flags.

The ground survey data will be used to produce an existing conditions base map in AutoCAD Civil 3D 2017 at a scale of 1" = 20' with 1' contours.

#### **Field Reconnaissance**

Green will field verify the base map for accuracy and completeness with a field check.

#### **Plot Existing Layout Lines**

Green will perform a right of way monument survey for Greenville Road within 500' of the project limits. We will perform reconnaissance and locate found monuments, analyze the results of the field survey with the existing research to determine the location of the existing right of way. We will plot the right of way on to the base map and note found monuments. We will plot approximate abutting property lines based on the deeds and plans of record parcels and note current abutting owner information.

## **2.0 ROADWAY AND TRAFFIC DESIGN**

The proposed roadway design will include limits of full depth reconstruction, transition curbs, new guardrail and pavement markings and other incidental roadway items. Green will develop a proposed roadway



alignment and profile. All roadway design elements will be shown on the Construction Plan (1 Sheet @ 1"=20'). Alignment layout and curb tie information will be provided on the Construction Plan. No other roadway approach work is anticipated.

Full depth reconstruction of Greenville Road will be limited to approximately 100-feet either side of the bridge. The proposed design will maintain the existing roadway width and the proposed pavement depth will match the existing pavement depth. It is assumed that a pavement design will not be performed and that the existing pavement depth will be determined during the geotechnical investigations performed under Task 4.2. The roadway will be designed to meet MassDOT Project Development and Design Guide Standards, MassDOT Standard Construction Details, the AASHTO Green Book and AASHTO Roadside Design Guide. It is assumed that no sidewalks will be constructed on Greenville Road or the bridge and the existing "country drainage" patterns will be maintained. The design of a closed drainage system is not included in this scope of services.

We anticipate that existing subsurface utilities will be retained and relocation will not be required. It is assumed that the overhead wires will need to be relocated within the project limits. Green will show a preliminary route for the relocated utilities and coordinate with the utility responsible for pole set (Unitil). It is assumed that one (1) site meeting will be required to coordinate with the utility companies. It is assumed that Unitil will coordinate with all other parties with utilities set on the poles and that Unitil will provide the final pole layout.

We anticipate that a long-term one-lane alternating setup with temporary signal control is needed to facilitate construction of the bridge; in addition to the plan (up to two stages on the same plan), a signal timing plan will be prepared as well.

It is assumed that a Functional Design Report, Design Exception Report and a Healthy Transportation Policy Waiver will not be required for this project.

### **3.0 HYDRAULIC/SCOUR ANALYSIS**

#### **3.1 Hydraulic and Scour Analysis**

We will contact FEMA Region 1 and request the available hydrologic and hydraulic data for the study area (Greenville Road over Walker Brook 2) in the Town of Townsend, MA. We will review the available hydrologic and hydraulic analyses performed by FEMA and will use the analyses as a reference in the Hydraulic Report. Green will coordinate with the geotechnical sub-consultant during their work to collect soil samples from Walker Brook at the bridge. The soil samples will be used to perform sieve analysis and obtain grain sizes that will be used in the scour analysis.

Walker Brook 2 has been studied by FEMA using a detailed method. Based on the Effective Flood Insurance Study (FIS) for the Town of Townsend, MA, Middlesex County, dated July 6, 2016, the 100-year flood is at elevation 405.5 feet NAVD 88 at the upstream face of Greenville Road (Old Turnpike Road). Greenville Road flows under pressure during the 100-year flood event and gets overtopped during the 500-year flood events. Walker Brook 2 has a regulatory floodway width of approximately 50 feet at a distance 100 feet upstream of the bridge.





We will model existing and proposed conditions and use the HEC-RAS program to compare 100-year flood elevations to the existing conditions. If the proposed improvements will affect the hydrologic or hydraulic characteristics of the flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA), then a Conditional Letter of Map Revision (CLOMR) process would be required and can be prepared as an additional service.

The CLOMR is FEMA's comment on the proposed project. The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review. In addition, NFIP regulations require that a CLOMR be obtained from FEMA before a project can be built along a stream or river for which detailed analyses have been conducted and both Base Flood Elevations (BFEs) and a regulatory floodway have been designated (which is the case for Walker Brook 2). FEMA will review and comment and, if appropriate, issue a CLOMR for the proposed project when requested by the Town of Townsend.

Our scope does not include the Conditional Letter of Map Revision (CLOMR) process with FEMA. A CLOMR would be required to ensure the project meets the minimum floodplain management criteria of the National Flood Insurance Program (NFIP) and, if so, what revisions will be made to the effective NFIP map for Townsend once the project has been completed as proposed.

We will prepare a Hydraulics and Scour Analysis Report that presents pertinent data and recommendations.

## **4.0 ENVIRONMENTAL PERMITTING**

The proposed bridge project has been reviewed for potential environmental impacts that could arise from its construction and the associated permitting requirements arising from these impacts. Since this project will not be funded by the 2014 Transportation Bond Bill, it is not exempt from MEPA, the Wetlands Protection Act or Ch. 91. Therefore, this project will require efforts for wetland permitting and a submittal to the Massachusetts Environmental Policy Act (MEPA) Office to facilitate review of the proposed work by the Secretary of Energy and Environmental Affairs and various other agencies and other interested parties.

### **4.1 ENF for Massachusetts Environmental Policy Act (MEPA)**

The Squannassit Area of Critical Environmental Concern (ACEC) extends across Greenville Road where it crosses Walter Brook. Work within the ACEC will require the filing of a MEPA Environmental Notification Form (ENF). We will prepare an ENF and associated correspondence to various agencies, as necessary, in accordance with the Massachusetts Environmental Policy Act and MEPA Regulations 301 CMR 11.00. We will prepare associated filing attachments, such as a distribution list and public notice; responses to comments, as necessary; and attend public meetings (assume 1 meeting). MEPA review will enable the distribution of the ENF to stakeholders, regulators, and interested members of the public, who may review and comment on the ENF for a 30-day period, after which the Secretary of Energy and Environmental Affairs may issue findings on whether the requirements of MEPA have been properly complied with. An affirmative finding completes MEPA review. It is assumed an EIR filing with MEPA will not be required, nor is it included in this scope.

### **4.2 Notice of Intent (NOI) per Massachusetts Wetlands Protection Act (WPA)**





The preparation and presentation of a Notice of Intent (NOI) to the Townsend Conservation Commission (TCC) will need to take place as part of the project. Work is very likely to extend into areas under jurisdiction of the state Wetlands Protection Act (WPA). Green will delineate the resource areas associated with Walter Brook within the Greenville Road crossing so that their boundaries can be plotted on base mapping, and impacted resource areas can be evaluated and quantified. Resource area delineations will be performed by Green's in-house wetlands specialist and recorded on U.S. Army Corps of Engineers delineation forms.

Plans, application forms, and project documentation required as part of a WPA NOI submittal package will be prepared and submitted to the TCC and the Massachusetts Department of Environmental Protection (DEP). A stormwater report will also be included in the submittal package that discusses how requirements of the State Stormwater Standards and the Townsend Stormwater Bylaw are met. These materials will show how the project will meet relevant performance standards set forth in the state Wetlands Regulations, 310 CMR 10.00, so that the proposed work can obtain an Order of Conditions from the TCC in order for the project to commence construction. The NOI will require a presentation of the submission at a regular hearing held by the TCC. It is assumed that attendance at two (2) TCC hearings and one (1) site walk will be required to obtain the Order of Conditions.

#### **4.3 MA DEP 401 Water Quality Certificate (WQC)**

This project is located within an ACEC as well as it is anticipated that this project will result in more than 100 CY of dredging, but less than 5,000 CY of dredging; therefore, an application for Water Quality Certification (WQC), BRP WW 08 application for Minor Dredge Project, is required (314 CMR 9.04(2)) in addition to the NOI. Tasks include preparation of the appropriate state application form, supporting documentations, preparation of plans, and sediment analysis that will be prepared and submitted to the DEP for its review. We assume two (2) sediment samples will be collected for chemical testing and sieve analysis. We will coordinate with our sub-consultants during the sampling, laboratory testing and presentation of results. Public notification would be required so that interested parties may also review and comment on the submittal. DEP must call a hearing for the WQC if sufficient public interest is generated by the public notice. Green will prepare the WQC application and submit it on the Town's behalf, but based on experience, it is assumed that no WQC hearing will be required. We assume that because this project is a municipal project, the state application fee for the WQC for dredging is waived and is not included in this scope of work.

#### **4.4 USACE Section 404 General Permit (PGP)**

It is anticipated that the proposed bridge work over Walter Brook will trigger a Pre-Construction Notification (PCN) application to the US Army Corps of Engineers (USACE), New England Division General Permit. We will prepare the PCN application and backup documentation in accordance with Massachusetts General Permit (GP 10 Linear Transportation Projects and Stream Crossings).

### **5.0 BRIDGE REPLACEMENT**

#### **5.1 Design Calculations**

Green will prepare design calculations for the proposed three (3) sided box culvert on cast-in-place spread footings in accordance with the latest AASHTO LRFD Design Standards and loadings, the 2013 MassDOT LRFD Bridge Design Manual, and all interims.



## 5.2 Subsurface Exploration & Geotechnical Report

Green anticipates there will be two (2) borings, one at each of the proposed abutment locations, one of which will include a 10' long rock core. A Geotechnical Report will be prepared based on the boring information and will include a foundation design recommendation and calculations for the allowable bearing pressure. This work will be performed by a qualified subconsultant under our direction.

## 5.3 Plan Set Preparation

Green will develop plans and details based on our design calculations. Green anticipates the following plan sheets count for this submittal:

- Title Sheet (1)
- General Notes (1)
- Boring Logs (1)
- Typical Sections and Details (1)
- Construction Plan (1)
- Construction Profile (1)
- General Plan and Elevation (1)
- Demolition/Staging Plan and Sections (2)
- Typical Culvert and Approach Section (1)
- Footing Layout and Section Sheet (1)
- Culvert Layout Sheet (1)
- Culvert Details (2)
- Miscellaneous Substructure Details (1)
- Highway Guardrail Transition Details (1)
- S3-TL4 Rail Details (2)
- Erosion Control and Sedimentation Plan (1)
- Traffic Management Plan (3)
- Roadway Cross Sections (2)

The total number of sheets is anticipated to be approximately 24. There will be one (1) plan submission to the Town and MassDOT District for review. Green anticipates providing up to three (3) full size hard copies of the plans for review.

## 5.4 Estimate

Green will develop a line item estimate based on the Plans. The estimate will utilize standard MassDOT pay items and specifications whenever possible. Unit prices will be the expected costs based on the published MassDOT weighted average unit bid prices adjusted to the proposed conditions. The estimate will include a 10% contingency.

## 5.5 Specifications

Green will prepare the specifications for the Bid Package, utilizing the Front End provided by the Town, MassDOT Standard Specifications and Special Provisions, and Special Provisions drafted specifically for the scope of this project. Green anticipates providing up to three (3) hard copies of the specifications for review.







## 5.6 Comment Resolution

Green will participate in one (1) comment resolution meeting with the Town and MassDOT District after the Chapter 85 review to discuss and resolve comments on the Final Plans, Estimate and Specifications.

## 5.7 Prepare Bid Documents

Green will review the front-end specifications provided by the Town and provide recommendations as appropriate. Green will revise the plans, estimate and specifications based on the comment resolution meeting with the Town and MassDOT and prepare the Plans and Specifications advertisement. Before the project can be advertised, MassDOT must approve the Contract Documents and provide Chapter 85 stamped and signed mylars from the Bridge Engineer. Green anticipates providing up to eight (8) hard copies of the Bid Package for distribution.

## 6.0 BID PHASE SERVICES

Green will assist the Town in administering the bid, advertising the project in the Central Register, and newspaper of the Town's choosing. Green shall electronically distribute the bid documents to the prospective bidders and issue up to one (1) addenda. Green shall attend one (1) pre-bid conference at the Town, field bidder questions that arise during the bid phase, and coordinate with the Town for issuing responses to all bidders. It is assumed that the Town will be responsible for advertisement fees.

Green shall attend the bid opening with the Town and review the submitted bids for compliance with Contract requirements and perform a bid analysis of the three lowest bidders by developing bid tabulations. Green shall review the references of the three lowest bidders and provide a final recommendation to the Town.

## 7.0 CONSTRUCTION PHASE SERVICES

Included in the base scope of work, Green will provide a limited amount Construction Phase Services to the Town. These services will include the review of up to ten (10) construction submittal/shop drawing reviews, which are anticipated to include the following: Cofferdam, Demolition, Erection, Concrete Mix, Reinforcing, Precast Elements, Bridge Railing, Temporary Traffic Signal, Asphalt Mix Design. Services shall also include responding to up to eight (8) RFI's, and attend up to six (6) site visits/progress meetings during key construction activities. Green will assist with the evaluation of up to three (3) Change Orders, if required, and will review up to four (4) payment requisitions.

We have included an optional task (Task 9.0) for full time Resident Engineering for this project. It is strongly recommended to track the workmanship and quantities of items used on the project. If the town is not able to provide full time residency and wishes Green to do so, written authorization will be required at that time.

Green will attend one (1) site walk with the Contractor and the Town to prepare a punchlist of outstanding items to be addressed. Green will attend one (1) additional Final Site Walk to review the punchlist and confirm that the items have been satisfactorily addressed.



## 8.0 COORDINATION WITH THE TOWN

### 8.1 Schedules

Green will provide a project schedule to the Town as part of this assignment. The schedule will be updated for the duration of the assignment. Monthly updates, during the active periods of this assignment, will be provided to the Town in PDF format and in Microsoft Projects format.

### 8.2 Meetings

During the design phase, Green will prepare for and attend up to two (2) meetings with the Town to discuss the design or other project related matters. Following the meetings, we will prepare meeting minutes for distribution to the Town.

## 9.0 RESIDENT ENGINEERING SERVICES (OPTIONAL)

It is strongly recommended due to the project being bridge reconstruction that the town have qualified resident engineering during the construction period. If the Town would like to employ a full time on-site resident engineer for the duration of the project, Green can provide one. The resident engineer services would be in addition to the CONSTRUCTION PHASE SERVICES described above in Task 7.0, except for the site visits during key construction activities, which would no longer be necessary.

For budget estimate purposes, Green would provide a Resident Engineer to the Town for the duration of the construction which is assumed to be 100 working days and 8 hours per day. The Resident Engineer would perform the following tasks:

- Perform construction observations and accept/reject materials, equipment and supplies delivered/installed in the work site;
- Prepare and maintain a construction "punchlist" of work to be completed or corrected by the Contractor;
- Maintain records for and attend meetings with representatives of the Town and the Contractor and other agencies having jurisdiction over the work;
- Maintain documentation, survey notes, and a set of marked-up prints of the completed construction;
- Review contract documents and approved shop drawings in order to identify and report degree of Contractor compliance with the contract documents;
- Review and evaluate Contractor work schedules. Review updates during the construction period, as necessary;
- Observe daily construction and record site conditions for conformance with contract documents;
- Observe the quality and quantity (with appropriate measurement) of the construction to determine that the work conforms with all contract document requirements;
- List equipment, personnel, materials, and other indicators of progress;
- Investigate public complaints;
- Maintain correspondence, daily reports, and public complaint files;



Municipal Small Bridge Program Greenville Road No. T-07-015  
Scope of Services

- Monitor the work site, including exposed utilities, to verify site integrity during construction activities;
- Maintain liaison with and attend regular site meetings with the contractor in order to anticipate construction work, potential problems, progress, and for other necessary reasons;
- Review periodic applications for payment (monthly and final requisitions) prepared by the contractor;
- Check contractor payrolls;
- Provide general coordination and assistance related to other specific contract requirements;
- Make measurements as necessary for payments;
- Obtain photographs of key conditions for work in progress;
- Measure and record in a field book, as the work progresses, the various pay quantities, utility locations, test results, etc.; and
- Prepare a daily report construction outlining the work performed, test results, materials delivered, damage and restoration of public and private property, crew size and other pertinent data. The daily reports will be submitted to the City via a web-based document management system on a weekly basis.







## **ATTACHMENT B COMPENSATION**

The costs for providing the town of Townsend with professional engineering & design are as follows:

Design & engineering including coordination and meetings (Task 8) through the bid phase is a Lump Sum of \$158,500

Limited Construction Services Phase described in Task 7 (not including Resident Engineering) would be invoiced on a Time & Materials basis with an upset limit of \$20,000. Reimbursable expenses under this phase include reasonable cost of transportation, printing, telephone, reproduction, and other reasonable expenses.

TASK 9 Resident engineering would be invoiced at \$86.00 per hour.

## **ADDITIONAL SERVICES**

Additional services beyond those, outlined in the above scope, can be performed as required. These services may include: additional studies and analyses, response to comments on the study or plans, liaison or negotiations with government officials, other roadway/civil/traffic mitigation related design services, permitting and other services. One potential task that could be required is the review of any Response to Comments by the Applicant. If required, additional services would be defined upon request and would be performed at your discretion and authorization only. This task has been budgeted and included in the list of fees.

Should additional services be needed and requested by the CLIENT beyond the items outlined above, we would prepare a contract amendment that contains the Scope of Services, fee, and schedule required to complete the Additional Services.





16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the ENGINEER submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

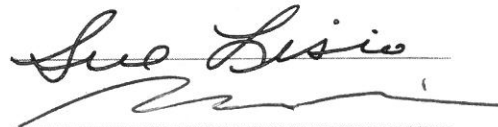
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

  
Town Accountant

TOWN OF TOWNSEND, MA

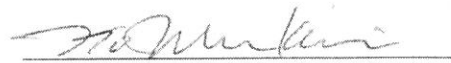
By its: \_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Town Counsel

ENGINEER:

  
(Signature)

Ko Ishikura, President

\_\_\_\_\_  
(Name and Title)



## Carolyn Smart

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**From:** SueSelect <sml412@comcast.net>  
**Sent:** Thursday, August 15, 2019 10:54 AM  
**To:** csmart@townsend.ma.us  
**Cc:** jkreidler@townsend.ma.us  
**Subject:** Fwd: [External]: Re: Townsend Earmark

Please put this under TA report.

Begin forwarded message:

**From:** SueSelect <sml412@comcast.net>  
**Date:** August 14, 2019 at 5:42:28 PM EDT  
**To:** jkreidler@townsend.ma.us  
**Subject:** Re: [External]: Re: Townsend Earmark

Jim, Would you please put this on the agenda under your report. Also might be good to drop a note communicating it to Roger and his Board.

Thanks,  
Sue

On Aug 14, 2019, at 5:40 PM, SueSelect <sml412@comcast.net> wrote:

Begin forwarded message:

**From:** "Paduchak, Victor (SEN)"  
<Victor.Paduchak@masenate.gov>  
**Date:** August 14, 2019 at 3:25:34 PM EDT  
**To:** SueSelect <sml412@comcast.net>  
**Subject:** RE: [External]: Re: Townsend Earmark

Hello Ms. Lisio,

Yes, we obtained \$80,000 in one of the bond bills from last year's legislative session, but the money was never approved (because the Governor decides which projects to fund in a bond bill). This year we have successfully secured \$70,000 in the state budget, meaning the funds are confirmed to be released. Thank you for asking for the clarification.

Best,  
Victor Paduchak, Esq.

-----Original Message-----

From: SueSelect <sml412@comcast.net>  
Sent: Wednesday, August 14, 2019 3:22 PM

To: Paduchak, Victor (SEN) <[Victor.Paduchak@masenate.gov](mailto:Victor.Paduchak@masenate.gov)>  
Cc: [jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)  
Subject: [External]: Re: Townsend Earmark

Dear Mr. Paduchak,

Thank you for reaching out.

Just a clarification please. I believe that repairs for the sidewalks on the common were requested by the Senator in last year's budget. It sounds like those funds were not approved/released in FY19, so the same request was made again in the FY20 budget. Am I interpreting this correctly? Want to be sure I'm communicating it correctly if others ask.

Thank you,  
Sue Lisio  
Chair, Townsend Board of Selectmen

On Aug 14, 2019, at 2:59 PM, Paduchak, Victor (SEN) <[Victor.Paduchak@masenate.gov](mailto:Victor.Paduchak@masenate.gov)> wrote:

Good afternoon Mr. Kreidler,

My name is Victor Paduchak, I am Senator Tran's new Legislative Director.

Senator Tran asked that I reach out to you regarding the \$70,000 earmark for Townsend, which he was able to secure for your community in the FY2020 State Budget.

With that, as these funds are being released in the coming months, Senator Tran suggested that you send a letter for release of these funds to Governor Baker. Please ensure that our office is copied onto these letters as well, so as to enable us to continue to advocate for the release of these funds on your behalf.

Thank you very much, and please feel free to contact me directly if I can be of any further help.

Sincerely,  
Victor Paduchak, Esq. (DC only)



The lawn party concessions at the Townsend Military Band's Thursday, August 22nd, concert on the Townsend Common will be run to raise funds to help defray the expenses of the Townsend Christmas Eve Santa Claus Program. The program sends a Santa Claus to the home of every participating family in Townsend on Christmas Eve between 5:00 and 8:00 p.m. to visit with the children and to deliver a gift which had been provided by the family. Townsend VFW Post No. 6538 and its Auxiliary have conducted this program for almost forty years and more than a hundred families take advantage of this service each year. It is hoped that those who have enjoyed Christmas Eve Santa visits over the years will especially support this fundraiser by attending the August 22nd band concert. Donations and offers to help at the lawn party will also be gratefully accepted.

Townsend VFW Post members will be selling hot dogs, hamburgers, and cheeseburgers to hungry concertgoers. Fried dough, bottled water, and a variety of cold soda will be offered for sale. Food and beverages will be available from 6:45 until 9:15 p.m.

A wide selection of homemade cookies, squares, cakes, breads, candies, and pies may be purchased from VFW Auxiliary members to eat while one listens to the concert or to enjoy later.

There will be some activities for children at the lawn party.

Townsend Band Stand tiles will be available for purchase.

Concertgoers of all ages will have an opportunity to win stuffed animals and a patriotic money hat.

The Townsend VFW Post and its Auxiliary will have a booth set up on the Common that evening where area residents may learn how the Townsend VFW Post and its Auxiliary serve Veterans and the community and whether or not they might be eligible to join the Veterans of Foreign Wars or its Auxiliary.

The Townsend Military Band, under the direction of Conductor Thomas Souza, will open its concert at 7:30 by playing Buckley's "Honor the Founders" and Leyden's arrangement of "Selections from Lionel Hart's Oliver". "Hootenanny" by Walters, Alford's "Colonel Bogey March", and "Great Themes from Great Italian Movies" arranged by Cacavas will be performed. Lowe's "My Fair Lady Selections", Schaefer's arrangement of "The Carpenters: Pops in Concert - We've Only Just Begun, Rainy Days and Mondays, Close to You", and "The Liberty Bell March" by Sousa will be included in the first portion of the concert.

"That Ragtime Regiment Band" by Morris and King's "Princess of India Overture" will be played following intermission. "Cherish" arranged by de Camp, Shaw's "Begin the Beguine", and Winter's arrangement of "Amparito Roca" will be performed before the Townsend Band concludes its concert at 9:30 by playing the "Star Spangled Banner".



**TOWN OF TOWNSEND,**  
**MASSACHUSETTS AGREEMENT**

THIS AGREEMENT made this 30th day of July 2019 by and between the TOWN of TOWNSEND, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 272 Main Street, Townsend MA 01469, Massachusetts, hereinafter referred to as the "TOWN", and GREEN INTERNATIONAL AFFILIATES, INC., [a corporation] having a usual place of business at 239 Littleton Road, Westford, MA, hereinafter referred to as the "ENGINEER".

**WITNESSETH:**

Whereas, the TOWN requested the submission of a proposal for the provision of professional engineering services related to the reconstruction of the Greenville Road Bridge, hereinafter "the Project"; and

WHEREAS, the ENGINEER submitted a Proposal to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the ENGINEER.

NOW, THEREFORE, the TOWN and the ENGINEER agree as follows:

1. Contract Documents. The Contract Document consists of this Agreement including attachments. The Contract Document constitutes the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. The Work. The Work consists of preparing engineering plans and details , specifications and cost estimates for the advertising of bridge reconstruction and is described in Attachment A Scope of Services.
3. Term of Contract. This Agreement shall be in effect from August 20, 2019 and shall expire on June 30, 2021, unless terminated earlier pursuant to the terms hereof or extended to a mutually agreed upon date.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement, the amounts set forth in Attachment B.

5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice. Invoices will be submitted on a monthly basis and indicate the amount of project completion and summary of work completed. There shall be no further costs, fees or reimbursable charges due the ENGINEER under this Agreement unless said fees and/or costs are so set forth in writing. The TOWN will not pay any surcharge or premium on top of the direct out of pocket expenses, if any. Final payment including any unpaid balance of the ENGINEER's compensation shall be due and payable when the Project/Goods/Services is/are complete and delivered to the TOWN.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent ENGINEER. The ENGINEER acknowledges and agrees that it is acting as an independent ENGINEER for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The ENGINEER shall indemnify and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the ENGINEER's breach of this Agreement or the negligence or misconduct of the ENGINEER, or the ENGINEER's agents or employees.
9. Insurance. A. The ENGINEER shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.  
  
B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.



10. Assignment. The ENGINEER shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the ENGINEER has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the ENGINEER in writing stating therein the nature of the alleged breach and directing the ENGINEER to cure such breach within ten (10) days. The ENGINEER specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the ENGINEER fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the ENGINEER specifying the effective date of the termination. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the ENGINEER up to the date of such termination, and the ENGINEER shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
- B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the ENGINEER written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the ENGINEER shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. Default. The following shall constitute events of a default under the Agreement: (1) any material misrepresentation made by the ENGINEER to the TOWN; (2) any failure by the ENGINEER to perform any of its obligations under this Agreement including, but not limited to the following: (i) failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the ENGINEER'S reasonable control, (ii) failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the ENGINEER'S reasonable control, (iii) failure to perform this Agreement in a manner reasonable 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 service for reasons not beyond the ENGINEER'S reasonable control, (vi) failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance, (vii) any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

13. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the ENGINEER, including the right to enter upon any property owned or occupied by ENGINEER, whether situated within or beyond the limits of the TOWN. Whenever requested, ENGINEER shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
14. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the ENGINEER shall assign or transfer any interest in the Agreement without the written consent of the other.
15. Compliance with Laws. The ENGINEER shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Suspension or Delay. The TOWN may order the ENGINEER, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the TOWN may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the ENGINEER's time for performance or compensation may be equitably adjusted. No adjustment shall be made if the ENGINEER is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Agreement is applied to render an equitable adjustment.



18. Conflict of Interest. Both the TOWN and the ENGINEER acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Agreement expressly prohibits any activity which shall constitute a violation of that law. The ENGINEER shall be deemed to have investigated the application of M. G. L. c. 268A to the performance of this Agreement and by executing the Agreement documents the ENGINEER certifies to the TOWN that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.
19. Waiver and Amendment. Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement 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.
20. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
21. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the ENGINEER submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
22. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation  
is available in the amount of this  
Contract.

TOWN OF TOWNSEND, MA

By its: Board of Selectmen

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Sue Lisio

\_\_\_\_\_  
Wayne Miller

\_\_\_\_\_  
Don Klein

Approved as to Form:

ENGINEER:

\_\_\_\_\_  
Town Counsel

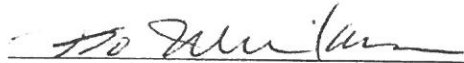
\_\_\_\_\_  
(Signature)

Ko Ishiku ra, President

\_\_\_\_\_  
(Name and Title)

## CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Ko Ishikura, authorized signatory for Green International Affiliates, Inc., do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

Ko Ishikura

Name: \_\_\_\_\_

July 30, 2019

Title: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Burgin, Platner and Company, LLC  
14 Franklin Street

Quincy MA 02169

## INSURED

Green International Affiliates, Inc.  
239 Littleton Road, Suite 3

Westford MA 01886

NAME: Cynthia Adams, CISR

PHONE: (617)691-2619

FAX No: 16171773-9626

E-MAIL: ca@bphins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

120443

INSURER B: Nat'l Fire Ins. Co. of Hartford

120478

INSURER C:

INSURER D:

INSURER E:

INSURER:

## COVERAGES

CERTIFICATE NUMBER: 19-20 Cert Master L Limit

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	y y	1036760010	4/1/2019	4/1/2020	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS-COMP/OP AGG \$ 2,000,000
						\$
						COMBINED SINGLE LIMIT \$ 1,000,000
B	ANY AUTO SCHEDULED	y y	2099551999	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
	AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED					PROPERTY DAMAGE
	AUTOS					(Per accident) \$
	HIRED AUTOS					\$
	UMBRELLA LIAB	y y				EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB					AGGREGATE \$ 5,000,000
A	DED RETENTION \$ 10,000		01036761867	1/1/2019	1/1/2020	\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	y	1C6011962376	1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Per Claim \$1,000,000
A	Professional Liability & Pollution Liability	y	1EH591898735	4/1/2019	4/1/2020	Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Re: Replacement of Bridge #T-07-015 Greenville Road Over Walker Brook, Townsend, MA; Additional Insured with respect to General Liability & Auto Liability, Umbrella Follow Form: Town of Townsend, MA

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

Town of Townsend  
James M Kreidler, Jr., Town Administrator  
272 Main Street  
Townsend, MA 01469

THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD REPRESENTATIVE

c Adams, CISR Elite/C

o/f40t-./

ACORD 25(2010/05)  
INS025 (201005).01

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## ATTACHMENT A

### REPLACEMENT OF BRIDGE NO. T-07-015 GREENVILLE ROAD OVER WALKER BROOK, TOWNSEND, MA

#### SCOPE OF SERVICES - ENGINEERING DESIGN

##### ASSIGNMENT UNDERSTANDING

This Scope of Services for the replacement of Bridge T-07-015 on Greenville Road over Walker Brook includes Preliminary and Final Design Services, as well as Construction Phase Services.

The subject bridge carries Greenville Road over Walker Brook in Townsend, MA. The 16'-9" single-span bridge was originally constructed circa 1850 and reconstructed in 1900. The current bridge is comprised of steel beams with jack arch deck bays, supported on reinforced concrete abutments and stacked stone masonry wingwalls. The structure is approximately 32'-2" wide and carries a roadway that is 31'-0" wide. There is steel w-beam railing on both sides partially supported on the structure.

As part of the Municipal Small Bridge Program Application an inspection was conducted of the structure. The deck was found to be in serious condition, with failed sections at the east and west ends of the bridge and undermining of the railing along both sides. The superstructure and substructure were found to be in fair/poor condition. The steel beam flanges and corrugated arches have deterioration throughout and the westernmost beam top flange is rotated west so it is no longer stabilized by the integrated deck. The substructure has large areas of spalling and undermining due to scour.

Key assumptions in this proposal include the following:

- This project is being funded in part by the MassDOT Small Bridge grant program and will be subject to MassDOT Chapter 85 Review for a Rural Local Road
- A full bridge replacement is required: deck, superstructure and substructure
- The final roadway profile will generally match the existing profile
- There will be one (1) design submission for the Town and MassDOT District to review.
- Green will attend (1) comment resolution meeting with MassDOT District.
- There are no existing utilities on the bridge to be maintained and no new utilities will be carried by the replacement structure.
- The overhead utility lines that run along Greenville Road adjacent to the structure will not be impacted.
- A Geotechnical Report and two (2) borings, one with a rock core, will be required for the proposed foundation.
- Traffic will be maintained on Greenville Road through staged construction with alternating one-way traffic through the work zone.
- No ROW impacts are anticipated to perform the bridge replacement work. Therefore, the efforts to prepare temporary and permanent easement plans are not included in this Scope of Services.
- MassDOT ROW review process is not anticipated for this project.





Scope of Services

- The technical specifications and pay items will follow the standard MassDOT Specifications and the MassDOT standard nomenclature.
- The Front-End specifications will be provided by the Town of Townsend.
- Autodesk Civil 3D software will be used to develop our design plan documents. We will use Green's internal CAD standards for the preparation of the design plans.
- Bid and Construction Phase Services included in this scope of work shall consist of selective field visits and Engineer reviews of RFIs and Shop Drawings. Resident Engineer Services, while strongly recommended, are not included in the base scope of services but can be provided as an additional service (see Task 9 Optional). An hourly rate has been provided for informational purposes. As the construction period gets closer, this determination can be made.
- Eight (8) months of construction is anticipated.
- A CLOMR/LOMR process is not included in this scope of work assuming that the Bridge Replacement will not result in any increase of flood elevations. Refer to Section 4.2 for additional information.
- Roadway reconstruction will be limited to the approach work required for the bridge reconstruction and are anticipated to be limited to 100 feet on each side of the bridge.
- A pavement design will be not performed. The proposed typical section will match the existing pavement thickness as determined by the geotechnical investigations.
- The roadway will not be bermed or curbed and will drain via "country drainage". Design of a closed drainage system is not included under this scope of services.
- Long-term one-lane alternating setup with temporary signal system will be used to facilitate construction.
- The temporary signal system will consist of a portable type system to minimize construction cost.
- Two construction stages will be required for construction.
- Detour is not required.
- Public involvement/participation will not be required.
- It is assumed that this bridge will not be funded with any money from the Transportation Bond Bill; therefore, it is not exempt from MEPA or the Wetlands Protection Act. It is assumed that this bridge will not be funded with any federal money; therefore, a Categorical Exclusion (CE) is not required and is not included in this scope of services. It is assumed removal of 5 or more living public shade trees will not be required.
- The project is not located within any Priority Habitat/ Estimated Habitat Areas, as noted on the 2017 Massachusetts Natural Heritage Atlas established by the NHESP nor are there any certified or potential vernal pools within the vicinity of the project; therefore, filing with NHESP is not required nor included in this scope.
- It is assumed that the work will be less than 1 acre of disturbance; therefore, a NPDES EPA Construction General Permit (including preparation of a SWPPP) is not required nor included in this scope.
- It is assumed the total of both wetland and land under water bodies permanent impacts will be less than 5,000 SF.
- Sidewalks will not be required on the bridge or roadway approaches.

Based on our understanding of the project, as described above, and additional discussions with the Town, Green has prepared the following Scope of Services. If changes occur to the assumptions, it could require changes to the engineering and would require a contract amendment.

## 1.0 SURVEY

Green International Affiliates, Inc. (Green) will conduct a field survey and prepare a base plan of the project limits at the bridge that carries Greenville Road over Walker Brook in Townsend, MA. The project limits are shown on the attached image and include full topographic survey for about 400 feet on the Greenville Road (200 feet each direction of the center of the bridge) and four (4) cross sections of the Walker Brook with limits as shown on the attached figure (one cross section on each face of the bridge and two cross section within 100' on each direction from its intersection with the bridge) include edge of river, a shot beyond the top of bank, at the top of bank, bottom of bank, thalweg of the channel as best can be determined and any branches or diversions that the river may make.

Green makes the following assumptions:

1. Abutter notification will be provided by the Town of Townsend.
2. Wetland delineation will be performed by Green.
3. Sufficient monuments will be found and located within 500' of the project locus to verify and plot ROW lines.

### **Project Initiation and Data Compilation**

Green will perform research at Townsend Assessor's Department, Middlesex County Registry of Deeds, Massachusetts Department of Transportation- Highway Division and Massachusetts Land Court to obtain record plans and deeds of the existing right of way and abutting parcels.

### **Survey Coordination and Controls**

Green will create a traverse control network within the project limits. The control network will be based upon the Massachusetts State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88) and will be established using static GPS methods.

We will set a minimum of two temporary benchmarks. Control points and benchmarks will be noted on the base map.

### **Wetland Resource Area Delineation**

Green will conduct wetland resource area delineation in accordance with the Massachusetts Wetlands Protection Act (WPA), the Federal Clean Water Act, the *Corps of Engineers Wetlands Delineation Manual (1987 edition)*, and guidance in *Clarification and Interpretation of the 1987 Manual*, dated March 6, 1992. Include all field time associated with delineating the wetland boundaries and time attending local, state, and federal site meetings to review and verify wetland boundary lines. If applicable, documentation must be provided on state Appendix G Wetland Delineation Forms or US Army Corps Wetland Determination Forms for submittal to regulatory agencies.

### **Utility Coordination**

We will contact municipal utility agencies and utility companies to obtain available record information. We will contact agencies and companies that participate in the "Dig-Safe" program and municipal utility



agencies for the project area. We will compile and plot available utility record information onto the base map. We will open accessible sewer and drainage structures within the project limits, measure invert elevations and conduit sizes, and will note conduit material. Based on the available utility records and invert information obtained, we will show underground utility lines on the base map.

Subsurface utility locations will be plotted to meet utility Quality Level "C" as described in ASCE Standard 38-02 and summarized as follows:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to information derived from existing records or oral recollections.

Green makes no warranty to the accuracy and completeness of buried utility lines compiled from record information. Subsurface investigations or dye testing for buried utilities is not included as part of this proposal. If exact locations of certain utilities are required for future design purposes, we recommend that electronic line tracing and vacuum excavation methods be used to locate such utilities.

### **Base Plans, Profiles and Typical Sections**

The base mapping will be the product of an on the ground survey of the project limits. We will locate edge of pavement, lane lines, curbing, top of sidewalk, back of sidewalk, bridge, top and toe of slope, isolated trees greater than 6" around the bridge, signs, visible utility structures, guardrail, walls, fences, and other features within the project limits. We will locate edge of river, changes in direction, top of bank and flood plain elevation where accessible to the survey limits as shown on attached figure. We will perform the survey in conformance with Section 1.1 of the MassDOT LRFD Bridge Manual - Part 1. The bridge detail survey will be limited to those items visible from above the bridge or river banks. The field survey will include wetlands delineation and field survey to locate up to 50 wetland flags.

The ground survey data will be used to produce an existing conditions base map in AutoCAD Civil 3D 2017 at a scale of 1" = 20' with 1' contours.

### **Field Reconnaissance**

Green will field verify the base map for accuracy and completeness with a field check.

### **Plot Existing Layout Lines**

Green will perform a right of way monument survey for Greenville Road within 500' of the project limits. We will perform reconnaissance and locate found monuments, analyze the results of the field survey with the existing research to determine the location of the existing right of way. We will plot the right of way on to the base map and note found monuments. We will plot approximate abutting property lines based on the deeds and plans of record parcels and note current abutting owner information.

## **2.0 ROADWAY AND TRAFFIC DESIGN**

The proposed roadway design will include limits of full depth reconstruction, transition curbs, new guardrail and pavement markings and other incidental roadway items. Green will develop a proposed roadway

alignment and profile. All roadway design elements will be shown on the Construction Plan (1 Sheet @ 1" = 20'). Alignment layout and curb tie information will be provided on the Construction Plan. No other roadway approach work is anticipated.

Full depth reconstruction of Greenville Road will be limited to approximately 100-feet either side of the bridge. The proposed design will maintain the existing roadway width and the proposed pavement depth will match the existing pavement depth. It is assumed that a pavement design will not be performed and that the existing pavement depth will be determined during the geotechnical investigations performed under Task 4.2. The roadway will be designed to meet MassDOT Project Development and Design Guide Standards, MassDOT Standard Construction Details, the AASHTO Green Book and AASHTO Roadside Design Guide. It is assumed that no sidewalks will be constructed on Greenville Road or the bridge and the existing "country drainage" patterns will be maintained. The design of a closed drainage system is not included in this scope of services.

We anticipate that existing subsurface utilities will be retained and relocation will not be required. It is assumed that the overhead wires will need to be relocated within the project limits. Green will show a preliminary route for the relocated utilities and coordinate with the utility responsible for pole set (Unitil). It is assumed that one (1) site meeting will be required to coordinate with the utility companies. It is assumed that Unitil will coordinate with all other parties with utilities set on the poles and that Unitil will provide the final pole layout.

We anticipate that a long-term one-lane alternating setup with temporary signal control is needed to facilitate construction of the bridge; in addition to the plan (up to two stages on the same plan), a signal timing plan will be prepared as well.

It is assumed that a Functional Design Report, Design Exception Report and a Healthy Transportation Policy Waiver will not be required for this project.

### **3.0 HYDRAULIC/SCOUR ANALYSIS**

#### **3.1 Hydraulic and Scour Analysis**

We will contact FEMA Region 1 and request the available hydrologic and hydraulic data for the study area (Greenville Road over Walker Brook 2) in the Town of Townsend, MA. We will review the available hydrologic and hydraulic analyses performed by FEMA and will use the analyses as a reference in the Hydraulic Report. Green will coordinate with the geotechnical sub-consultant during their work to collect soil samples from Walker Brook at the bridge. The soil samples will be used to perform sieve analysis and obtain grain sizes that will be used in the scour analysis.

Walker Brook 2 has been studied by FEMA using a detailed method. Based on the Effective Flood Insurance Study (FIS) for the Town of Townsend, MA, Middlesex County, dated July 6, 2016, the 100-year flood is at elevation 405.5 feet NAVD 88 at the upstream face of Greenville Road (Old Turnpike Road). Greenville Road flows under pressure during the 100-year flood event and gets overtopped during the 500-year flood events. Walker Brook 2 has a regulatory floodway width of approximately 50 feet at a distance 100 feet upstream of the bridge.



We will model existing and proposed conditions and use the HEC-RAS program to compare 100-year flood elevations to the existing conditions. If the proposed improvements will affect the hydrologic or hydraulic characteristics of the flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA), then a Conditional Letter of Map Revision (CLOMR) process would be required and can be prepared as an additional service.

The CLOMR is FEMA's comment on the proposed project. The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review. In addition, NFIP regulations require that a CLOMR be obtained from FEMA before a project can be built along a stream or river for which detailed analyses have been conducted and both Base Flood Elevations (BFEs) and a regulatory floodway have been designated (which is the case for Walker Brook 2). FEMA will review and comment and, if appropriate, issue a CLOMR for the proposed project when requested by the Town of Townsend.

Our scope does not include the Conditional Letter of Map Revision (CLOMR) process with FEMA. A CLOMR would be required to ensure the project meets the minimum floodplain management criteria of the National Flood Insurance Program (NFIP) and, if so, what revisions will be made to the effective NFIP map for Town send once the project has been completed as proposed.

We will prepare a Hydraulics and Scour Analysis Report that presents pertinent data and recommendations.

## **4.0 ENVIRONMENTAL PERMITTING**

The proposed bridge project has been reviewed for potential environmental impacts that could arise from its construction and the associated permitting requirements arising from these impacts. Since this project will not be funded by the 2014 Transportation Bond Bill, it is not exempt from MEPA, the Wetlands Protection Act or Ch. 91. Therefore, this project will require efforts for wetland permitting and a submittal to the Massachusetts Environmental Policy Act (MEPA) Office to facilitate review of the proposed work by the Secretary of Energy and Environmental Affairs and various other agencies and other interested parties.

### **4.1 ENF for Massachusetts Environmental Policy Act (MEPA)**

The Squannassit Area of Critical Environmental Concern (ACEC) extends across Greenville Road where it crosses Walter Brook. Work within the ACEC will require the filing of a MEPA Environmental Notification Form (ENF). We will prepare an ENF and associated correspondence to various agencies, as necessary, in accordance with the Massachusetts Environmental Policy Act and MEPA Regulations 301 CMR 11.00. We will prepare associated filing attachments, such as a distribution list and public notice; responses to comments, as necessary; and attend public meetings (assume 1 meeting). MEPA review will enable the distribution of the ENF to stakeholders, regulators, and interested members of the public, who may review and comment on the ENF for a 30-day period, after which the Secretary of Energy and Environmental Affairs may issue findings on whether the requirements of MEPA have been properly complied with. An affirmative finding completes MEPA review. It is assumed an EIR filing with MEPA will not be required, nor is it included in this scope.

### **4.2 Notice of Intent (NOI) per Massachusetts Wetlands Protection Act (WPA)**



The preparation and presentation of a Notice of Intent (NOi) to the Townsend Conservation Commission (TCC) will need to take place as part of the project. Work is very likely to extend into areas under jurisdiction of the state Wetlands Protection Act (WPA). Green will delineate the resource areas associated with Walter Brook within the Greenville Road crossing so that their boundaries can be plotted on base mapping, and impacted resource areas can be evaluated and quantified. Resource area delineations will be performed by Green's in-house wetlands specialist and recorded on U.S. Army Corps of Engineers delineation forms.

Plans, application forms, and project documentation required as part of a WPA NOi submittal package will be prepared and submitted to the TCC and the Massachusetts Department of Environmental Protection (DEP). A stormwater report will also be included in the submittal package that discusses how requirements of the State Stormwater Standards and the Townsend Stormwater Bylaw are met. These materials will show how the project will meet relevant performance standards set forth in the state Wetlands Regulations, 310 CMR 10.00, so that the proposed work can obtain an Order of Conditions from the TCC in order for the project to commence construction. The NOi will require a presentation of the submission at a regular hearing held by the TCC. It is assumed that attendance at two (2) TCC hearings and one (1) site walk will be required to obtain the Order of Conditions.

#### **4.3 MA DEP 401 Water Quality Certificate (WQC)**

This project is located within an ACEC as well as it is anticipated that this project will result in more than 100 CY of dredging, but less than 5,000 CY of dredging; therefore, an application for Water Quality Certification (WQC), BRP WW 08 application for Minor Dredge Project, is required (314 CMR 9.04(2)) in addition to the NOi. Tasks include preparation of the appropriate state application form, supporting documentations, preparation of plans, and sediment analysis that will be prepared and submitted to the DEP for its review. We assume two (2) sediment samples will be collected for chemical testing and sieve analysis. We will coordinate with our sub-consultants during the sampling, laboratory testing and presentation of results. Public notification would be required so that interested parties may also review and comment on the submittal. DEP must call a hearing for the WQC if sufficient public interest is generated by the public notice. Green will prepare the WQC application and submit it on the Town's behalf, but based on experience, it is assumed that no WQC hearing will be required. We assume that because this project is a municipal project, the state application fee for the WQC for dredging is waived and is not included in this scope of work.

#### **4.4 USACE Section 404 General Permit (PGP)**

It is anticipated that the proposed bridge work over Walter Brook will trigger a Pre-Construction Notification (PCN) application to the US Army Corps of Engineers (USACE), New England Division General Permit. We will prepare the PCN application and backup documentation in accordance with Massachusetts General Permit (GP 10 Linear Transportation Projects and Stream Crossings).

### **5.0 BRIDGE REPLACEMENT**

#### **5.1 Design Calculations**

Green will prepare design calculations for the proposed three (3) sided box culvert on cast-in-place spread footings in accordance with the latest AASHTO LRFD Design Standards and loadings, the 2013 MassDOT LRFD Bridge Design Manual, and all interims.

## **5.2 Subsurface Exploration & Geotechnical Report**

Green anticipates there will be two (2) borings, one at each of the proposed abutment locations, one of which will include a 10' long rock core. A Geotechnical Report will be prepared based on the boring information and will include a foundation design recommendation and calculations for the allowable bearing pressure. This work will be performed by a qualified subconsultant under our direction.

## **5.3 Plan Set Preparation**

Green will develop plans and details based on our design calculations. Green anticipates the following plan sheets count for this submittal:

- Title Sheet (1)
- General Notes (1)
- Boring Logs (1)
- Typical Sections and Details (1)
- Construction Plan (1)
- Construction Profile (1)
- General Plan and Elevation (1)
- Demolition/Staging Plan and Sections (2)
- Typical Culvert and Approach Section (1)
- Footing Layout and Section Sheet (1)
- Culvert Layout Sheet (1)
- Culvert Details (2)
- Miscellaneous Substructure Details (1)
- Highway Guardrail Transition Details (1)
- S3-TL4 Rail Details (2)
- Erosion Control and Sedimentation Plan (1)
- Traffic Management Plan (3)
- Roadway Cross Sections (2)

The total number of sheets is anticipated to be approximately 24. There will be one (1) plan submission to the Town and MassDOT District for review. Green anticipates providing up to three (3) full size hard copies of the plans for review.

## **5.4 Estimate**

Green will develop a line item estimate based on the Plans. The estimate will utilize standard MassDOT pay items and specifications whenever possible. Unit prices will be the expected costs based on the published MassDOT weighted average unit bid prices adjusted to the proposed conditions. The estimate will include a 10% contingency.

## **5.5 Specifications**

Green will prepare the specifications for the Bid Package, utilizing the Front End provided by the Town, MassDOT Standard Specifications and Special Provisions, and Special Provisions drafted specifically for the scope of this project. Green anticipates providing up to three (3) hard copies of the specifications for review.

## **5.6 Comment Resolution**

Green will participate in one (1) comment resolution meeting with the Town and MassDOT District after the Chapter 85 review to discuss and resolve comments on the Final Plans, Estimate and Specifications.

## **5.7 Prepare Bid Documents**

Green will review the front-end specifications provided by the Town and provide recommendations as appropriate. Green will revise the plans, estimate and specifications based on the comment resolution meeting with the Town and MassDOT and prepare the Plans and Specifications advertisement. Before the project can be advertised, MassDOT must approve the Contract Documents and provide Chapter 85 stamped and signed mylars from the Bridge Engineer. Green anticipates providing up to eight (8) hard copies of the Bid Package for distribution.

## **6.0 BID PHASE SERVICES**

Green will assist the Town in administering the bid, advertising the project in the Central Register, and newspaper of the Town's choosing. Green shall electronically distribute the bid documents to the prospective bidders and issue up to one (1) addenda. Green shall attend one (1) pre-bid conference at the Town, field bidder questions that arise during the bid phase, and coordinate with the Town for issuing responses to all bidders. It is assumed that the Town will be responsible for advertisement fees.

Green shall attend the bid opening with the Town and review the submitted bids for compliance with Contract requirements and perform a bid analysis of the three lowest bidders by developing bid tabulations. Green shall review the references of the three lowest bidders and provide a final recommendation to the Town.

## **7.0 CONSTRUCTION PHASE SERVICES**

Included in the base scope of work, Green will provide a limited amount Construction Phase Services to the Town. These services will include the review of up to ten (10) construction submittal/shop drawing reviews, which are anticipated to include the following: Cofferdam, Demolition, Erection, Concrete Mix, Reinforcing, Precast Elements, Bridge Railing, Temporary Traffic Signal, Asphalt Mix Design. Services shall also include responding to up to eight (8) RFI's, and attend up to six (6) site visits/progress meetings during key construction activities. Green will assist with the evaluation of up to three (3) Change Orders, if required, and will review up to four (4) payment requisitions.

We have included an optional task (Task 9.0) for full time Resident Engineering for this project. It is strongly recommended to track the workmanship and quantities of items used on the project. If the town is not able to provide full time residency and wishes Green to do so, written authorization will be required at that time.

Green will attend one (1) site walk with the Contractor and the Town to prepare a punchlist of outstanding items to be addressed. Green will attend one (1) additional Final Site Walk to review the punchlist and confirm that the items have been satisfactorily addressed.



## **8.0 COORDINATION WITH THE TOWN**

### **8.1 Schedules**

Green will provide a project schedule to the Town as part of this assignment. The schedule will be updated for the duration of the assignment. Monthly updates, during the active periods of this assignment, will be provided to the Town in PDF format and in Microsoft Projects format.

### **8.2 Meetings**

During the design phase, Green will prepare for and attend up to two (2) meetings with the Town to discuss the design or other project related matters. Following the meetings, we will prepare meeting minutes for distribution to the Town.

## **9.0 RESIDENT ENGINEERING SERVICES (OPTIONAL)**

It is strongly recommended due to the project being bridge reconstruction that the town have qualified resident engineering during the construction period. If the Town would like to employ a full time on-site resident engineer for the duration of the project, Green can provide one. The resident engineer services would be in addition to the CONSTRUCTION PHASE SERVICES described above in Task 7.0, except for the site visits during key construction activities, which would no longer be necessary.

For budget estimate purposes, Green would provide a Resident Engineer to the Town for the duration of the construction which is assumed to be 100 working days and 8 hours per day. The Resident Engineer would perform the following tasks:

- Perform construction observations and accept/reject materials, equipment and supplies delivered/installed in the work site;
- Prepare and maintain a construction "punchlist" of work to be completed or corrected by the Contractor;
- Maintain records for and attend meetings with representatives of the Town and the Contractor and other agencies having jurisdiction over the work;
- Maintain documentation, survey notes, and a set of marked-up prints of the completed construction;
- Review contract documents and approved shop drawings in order to identify and report degree of Contractor compliance with the contract documents;
- Review and evaluate Contractor work schedules. Review updates during the construction period, as necessary;
- Observe daily construction and record site conditions for conformance with contract documents;
- Observe the quality and quantity (with appropriate measurement) of the construction to determine that the work conforms with all contract document requirements;
- List equipment, personnel, materials, and other indicators of progress;
- Investigate public complaints;
- Maintain correspondence, daily reports, and public complaint files;

- Monitor the work site, including exposed utilities, to verify site integrity during construction activities;
- Maintain liaison with and attend regular site meetings with the contractor in order to anticipate construction work, potential problems, progress, and for other necessary reasons;
- Review periodic applications for payment (monthly and final requisitions) prepared by the contractor;
- Check contractor payrolls;
- Provide general coordination and assistance related to other specific contract requirements;
- Make measurements as necessary for payments;
- Obtain photographs of key conditions for work in progress;
- Measure and record in a field book, as the work progresses, the various quantities, utility locations, test results, etc.; and
- Prepare a daily report construction outlining the work performed, test results, materials delivered, damage and restoration of public and private property, crew size and other pertinent data. The daily reports will be submitted to the City via a web-based document management system on a weekly basis.

## ATTACHMENT B COMPENSATION

The costs for providing the town of Townsend with professional engineering & design are as follows : Design & engineering including coordination and meetings (Task 8) through the bid phase is a Lump Sum of \$158,500

Limited Construction Services Phase described in Task 7 (not including Resident Engineering) would be invoiced on a Time & Materials basis with an upset limit of \$20,000. Reimbursable expenses under this phase include reasonable cost of transportation, printing, telephone, reproduction, and other reasonable expenses.

TASK 9 Resident engineering would be invoiced at \$86.00 per hour.

## ADDITIONAL SERVICES

Additional services beyond those, outlined in the above scope, can be performed as required. These services may include: additional studies and analyses, response to comments on the study or plans, liaison or negotiations with government officials, other roadway/civil/traffic mitigation related design services, permitting and other services. One potential task that could be required is the review of any Response to Comments by the Applicant. If required, additional services would be defined upon request and would be performed at your discretion and authorization only. This task has been budgeted and included in the list of fees.

Should additional services be needed and requested by the CLIENT beyond the items outlined above, we would prepare a contract amendment that contains the Scope of Services, fee, and schedule required to complete the Additional Services.