

ANNOUNCEMENT

Request for Proposals for Professional Design, Engineering, and Permitting Services

Bruce Freeman Rail Trail
Sudbury, Massachusetts
MassDOT Project No. 608164

The Town of Sudbury, acting through its Town Manager, invites proposals from qualified professional engineers registered in Massachusetts, and pre-qualified to conduct engineering services for the Massachusetts Department of Transportation (MassDOT), for the Bruce Freeman Rail Trail Design, Engineering and Permitting Services. The selected engineer (the “Consultant”) will prepare the 75%, 100%, and PS&E (plans, specifications and construction estimate) submissions to MassDOT, in accordance with the applicable procedures and standards outlined in the MassDOT Project Development and Design Guide, to obtain MassDOT approval.

RFP documents should be requested via email from pcd@sudbury.ma.us.

Proposals shall be submitted digitally and will be accepted until noon on Friday, September 25, 2020 via email to pcd@sudbury.ma.us.

Procurement of these engineering services is exempt from the provisions of MGL c. 30B, and the Town will not be bound by those provisions. The Town is inviting proposals to encourage competition. Award of a contract, if any, will be made to the most advantageous proposer for services as determined in the Town’s sole discretion.

The Town reserves the right to reject any and all proposals, wholly or in part, and to accept a response or part thereof deemed to be in the best interest of the Town.

Request for Proposals for Professional Design, Engineering and Permitting Services

Bruce Freeman Rail Trail
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MassDOT Project No. 608164

Acting through its Town Manager, the Town of Sudbury is seeking proposals consistent with MassDOT scope of services for design, engineering, and permitting services for the Bruce Freeman Rail Trail (BFRT), a 4.6- mile multi-use trail, Phase 2D, in Sudbury, from the trail intersection with the Massachusetts Central Rail Trail near Union Ave to the Sudbury/Concord Town line. Additionally, a previously designed (by others) 0.5-mile section of the BFRT in Concord will be incorporated into MassDOT design submissions and constructed as part of this project (the “Project”).

The selected firm (Consultant) will provide all services in accordance with the MassDOT approved Standardized Scope of Services for the Project and the applicable procedures and standards outlined in the MassDOT – Highway Division 2006 Project Development and Design Guide, as amended from time to time; will obtain MassDOT 75%, 100%, and PS&E (plans, specifications and construction estimate) design approval of construction-ready engineering plans and documents; and, will provide construction administration engineering services. Project construction is funded through MassDOT and Federal Highway Administration funding of the Boston Metropolitan Planning Organization for the 2022 Federal fiscal year. The successful Consultant will be required to commence work immediately upon contract execution.

This Request for Proposals (RFP) is available upon request from the Sudbury Planning and Community Development Department via email at pcd@sudbury.ma.us and phone at 978-639-3387.

Procurement of these engineering services is exempt from the provisions of MGL c. 30B, and the Town will not be bound by those provisions. The Town is inviting proposals to encourage competition. Award of a contract, if any, will be made to the most advantageous proposer for services as determined in the Town’s sole discretion.

The Town reserves the right to reject any and all proposals, wholly or in part, and to accept a response or part thereof deemed to be in the best interest of the Town.

RFP Timeline:

- RFP Released: August 31, 2020
- Questions Due: September 18, 2020
- Proposals Due: Friday, September 25, 2020 at noon. Electronic submissions must be submitted by emailing to pcd@sudbury.ma.us.

Interviews: Week of September 28, 2020
Negotiations: Week of October 5, 2020
Contract Award Goal: October 14, 2020
Project Completion
Date: December 31, 2021

SECTION 1 BACKGROUND AND INTRODUCTION

The Town of Sudbury proposes the extension of the non-vehicular, multi-use Bruce Freeman Rail Trail (BFRT) in Sudbury, Massachusetts. The purpose of this Project is to enhance the pedestrian/bicycle movement in the project area and provide alternative travel options for commuters and recreational riders. The trail will provide additional opportunities for transportation, passive/active recreation and physical activity, while promoting community and economic growth through increased connectivity.

The BFRT is a proposed 25-mile rail trail between Lowell and Framingham along the former Lowell Secondary Track right-of-way of the Old Colony Railroad. The path is a paved surface with few hills and contains well marked automobile crossings, making it ideal for pedestrians and cyclists. Currently, the BFRT follows a former railroad right-of-way for 14.2 miles through Lowell, Chelmsford, Westford, Carlisle, Acton and Concord. In Concord, just north of Sudbury, the trail construction was completed to Powder Mill Road last year, leaving a half mile stretch south of Powder Mill Road to be constructed as part of the subject Project.

In Sudbury, the rail corridor extends through the center of Town, approximately 4.6 miles from South Sudbury, near Route 20, north to the Sudbury/Concord Town line. This portion of rail corridor is owned in its entirety by the Commonwealth of Massachusetts. Much of the rail corridor is adjacent to wetlands, streams, vernal pools, wildlife habitat and other undisturbed natural areas. There are four perennial streams located throughout the rail corridor which include Hop Brook, Sawmill Brook, Pantry Brook, and an unnamed tributary to Cold Brook. Two of the streams, Hop Brook and Pantry Brook (both regulatory floodways), have structurally deficient crossing structures with granite cut stone abutments. The Pantry Brook bridge requires complete replacement, due to failing abutments. The Hop Brook bridge requires superstructure replacement. There is also a 750-foot boardwalk design component of the Project, which may be significantly revised pending further review and potential reclassification of wetland delineations adjacent to the proposed boardwalk location.

Additionally, the Project involves incorporation of an already designed 0.5-mile section of trail in south Concord, from Powder Mill Road to the Sudbury Town line. The Consultant will be responsible for incorporating these design plans into each stage of the MassDOT design submissions.

At 2017 and 2018 Sudbury Town Meetings, the Town appropriated funding for the purpose of preparing the final design plan for the 4.6-mile length of the BFRT in Sudbury to Mass DOT standards. A portion of the 2017-allocated funds have been spent on the 25% design. The contract amount for the scope of work is estimated to be \$800,000.

Design Status

The 25% highway design and sketch plans for the BFRT in Sudbury Phase 2D have been completed and accepted by MassDOT. The Design Public Hearing was held June 16-30, 2020 through a virtual process. The proceedings are still being finalized. Plans and related information about the 25% design are available on the Town's website at

<https://sudbury.ma.us/pcd/2017/10/01/bruce-freeman-rail-trail-update-info/>.

Designing with Community and Context Sensitivity

This section of the Bruce Freeman Rail Trail will require the Consultant to pay close attention to design challenges, abutters' concerns and environmental constraints. The Consultant must be especially vigilant and responsive to community input and preferences, while not losing sight of MassDOT and Federal design standards or requirements. The scope of work includes significant municipal and abutter coordination to ensure a robust public process and stakeholder engagement. Some examples of such elements include:

- Avoidance, Minimization, and Mitigation for Environmental Impacts
- The Bridges over Hop and Pantry Brooks
- Coordination with Abutting Businesses and Residents

For the NOI, MassDOT will be the applicant and is therefore exempt from Local Bylaws but the project will be designed to adhere to the Town's bylaws to the extent practicable.

SECTION 2 PROJECT SCOPE

The objective of this Project is to advance the Bruce Freeman Rail Trail (BFRT) design plan in accordance with the MassDOT 2006 Project Development and Design Guide and the 2012 AASHTO Guide for the Development of Bicycle Facilities (and all updates of each), at a schedule that allows for a construction contract award for the Federal Fiscal Year 2022. Services and tasks to be performed shall include, but are not necessarily limited to, those outlined in the attached scope of services. All items shall be in accordance and compliant with MassDOT standards.

SECTION 3 TARGET COMPLETION DATE AND TIMELINES:

The Consultant is expected to finish all tasks, products, and objectives in the scope of services within the time specified. The Town, at its discretion, may amend the deadline as it deems necessary to accommodate actions (or failures to act) by Local, State, and Federal agencies with jurisdiction, or other circumstance beyond the Consultant's control.

Proposals will be reviewed, and the Town anticipates award by October 14, 2020.

The Town of Sudbury currently anticipates beginning construction in Spring of 2022. MassDOT schedules a December 2021 construction bid advertising date.

SECTION 4 RELEVANT MATERIALS AVIALABLE FOR REVIEW AND USE:

The Town has considerable information available for review on this Project which should be examined prior to submitting a proposal. Information can be found on the Town's website at <https://sudbury.ma.us/pcd/2017/10/01/bruce-freeman-rail-trail-update-info/>

SECTION 5 INSTRUCTION FOR SUBMITTAL OF PROPOSALS:

This RFP is being issued by the Town of Sudbury. All Proposals must be submitted electronically no later than September 25 at noon. The submission shall be made by emailing to pcd@sudbury.ma.us.

1. Proposals shall be in two parts:
 - a. Technical Proposal, which shall consist of all information responsive to this RFP
 - b. Price proposal/Cost estimate (using MassDOT Scoping Workbook).
2. All or part of the successful proposal may be incorporated into the contract for services.
3. No proposal meeting or site visit is scheduled. It will be the responsibility of the proposers to become familiar with the trail.
4. Questions may be submitted in writing, prior to September 18, 2020, to Beth Suedmeyer, Environmental Planner, Department of Planning and Community Development, by e-mail at suedmeyerb@sudbury.ma.us. Answers will be provided in writing to all firms on record as having received a RFP package.
5. **All Proposal are due by September 25, 2020 at noon.**
6. The enclosed attachments will provide further guidance for the development of the response.
 - a. Attachment A contains a full Scope of Services required for the Project.
 - b. Attachment B is a model MassDOT Scoping Workbook for design services. The proposer is to complete and indicate where key topics in the attached Scope of Services will fit in this workbook.
7. Proposers must submit a suggested design schedule using the MassDOT schedule template (MS Project) with realistic dates for key events, such as hearings and document submissions, and for the completion of interim project milestones. See <https://www.mass.gov/lists/massdot-typical-design-schedule-templates>.

8. Identify any sub-contractors to be used for any part of the Project, including tasks they will be responsible for, prices for those components, name and contact information for principal supervisor of work.
9. Include resumes of all personnel who will be performing services for the Project.
10. Include three references for the firm.
11. Include a list of any current projects under review by MassDOT and the Boston MPO, including name of project, MassDOT Project Number, type of project, and estimated cost.
12. Include a list of current and prior contractual, affiliation, or other relationships, if any, with rail trail, bicycle, and/or pedestrian advocacy groups in the state or region.

SECTION 6 SUBMITTAL REQUIREMENTS:

Submission of a technical proposal and a price proposal is required. Please provide an electronic submission.

1. Technical Proposal

- A. Cover Letter: A cover letter introducing the proposer and the proposed Consultant team, and identifying the project manager and the name, title, address, telephone number and email address of the person with authority to negotiate and contractually commit to all services.
- B. Statement of Project Understanding and Approach: A statement, not exceeding two pages, that describes the proposer's understanding of and approach to the technical aspects of the requested work and the various goals that must be addressed and achieved.
- C. Fully completed workbooks following the format in Attachment B indicating delivery of the Scope of Services required by Attachment A, and any deviations therefrom.
- D. Project schedule with tasks and/or subtasks that define clear phases, milestones and deliverables, with proposed dates for completion of each.
- E. Project Team: Provide the names and the specific educational background, qualifications, and expertise of all professional members of the proposer and sub-consultant (if any) project team who will actually perform the work required for the project tasks.

- F. Relevant Experience and Prior Performance: Provide details of relevant experience and prior performance of all the members of the proposer team, including sub-contractors, if any. This must include:
- i. A statement outlining the relevant experience of members of the team in working successfully on matters and projects of similar complexity, addressing all required areas of expertise and experience as evident from the Scope of Services, including assisting clients with obtaining Federal and State funding for rail trail/multi-use paths, rail trail/multi-use path design, environmental permitting for rail trails/multi-use paths, and successful completion of Federal and State funded projects where MassDOT approval was required for 25%, 75%, 100%, and PS&E design stages.
 - ii. Sample materials (copies of text and plans not to exceed 10 pages in total) produced by the proposer for previous clients representing final presentation documents on rail trail/multi-use path projects with similar complexity, range of tasks, and issues as outlined in this RFP. The sample material should be from a project(s) for which the team member(s) had principal responsibility.
 - iii. A description of the substantive nature of comparable contracts recently completed by members of the team, including the party contracted with.
- G. References: Provide a complete list of all municipal transportation design projects completed by the project team (the proposed project manager and the proposer's and sub-consultants' principal team members) within the last 5 years that had a contract amount of \$100,000.00 or more, and all municipal transportation construction projects with a contract amount of \$1,000,000.00 or more (please do not list any projects with smaller contract amounts or projects that have not yet been completed). For each project, submit a brief description, the proposer's responsibilities, the proposer's project manager, identification of funding sources and amounts, and the name, title, telephone number and email address of a reference person who can evaluate and judge the proposer's performance. Indicate the relationship between the reference persons listed and the relevant professional work of the team members.
- H. Competing Commitments: Proposers shall discuss the means by which adequate and timely attention to this Project will be assured and identify other current or pending contracts in which project team members will be or may be involved, and which might compete for time and attention of the proposed Consultant team members.
- I. Certificates: Signed certificates of non-collusion and tax compliance in the form attached, as well as certification of insurance coverage. (Attachment D)

2. Price Proposal

- A. The fee for the entirety of all services proposed in the technical proposal, including but not limited to travel, meetings, telephone, postage, and reproduction. Completed forms are required, that closely follow the format of Attachment B.
- B. The hourly rates to be charged by the proposer for services performed by each team member.
- C. Proposers must agree to honor rates in the response until December 31, 2024 inclusive.

SECTION 7 GENERAL PROVISIONS:

1. Correspondence Prior or During Proposal Submission Period

- A. Any information released by the Town either verbally or in writing prior to the submission of proposals shall be deemed preliminary and bind neither the Town nor the Consultant.
- B. The Town will not accept oral supplements, revisions, or changes to the proposals. Written supplements, revisions, or changes will be accepted before the proposal deadline only.
- C. The Town of Sudbury Planning and Community Development Office will coordinate the Project. All inquiries and communication concerning this document are to be directed to Beth Suedmeyer, Environmental Planner, Department of Planning and Community Development, 278 Old Sudbury Rd., Sudbury, MA 01776, by e-mail at suedmeyerb@sudbury.ma.us.
- D. Proposers must respond in writing to all follow-up questions by the Town concerning their proposal.

2. Contract Award

- A. It is the Town's goal to have a Consultant selected and contract awarded by October 14, 2020. Proposals shall be valid and may not be withdrawn for a period of 30 calendar days after the deadline. Pending execution of a Contract by the selected Consultant, proposers must agree to honor price quotes until December 31, 2024 inclusive.
- B. Award of the contract will be conditioned upon successful negotiation of a contract for services.

- C. The proposer selected for the work will need to provide certification of insurance coverage and will be required to execute the Town of Sudbury Standard Agreement for Technical Services (Attachment E).
- D. The Town reserves the right, at any time, to accept any proposal in whole or in any part, and to reject any or all proposals.

3. Other Provisions

- A. Those who enter into contractual obligations with the Town of Sudbury must not discriminate against qualified individuals in their employment decisions.
- B. Material submitted in response to this document shall not be considered confidential under the terms of the Massachusetts Public Records Law.
- C. **Addenda:** Any addenda to the RFP will be sent by email to those who received a copy of the RFP from the Town of Sudbury. The Town will not be responsible for notifying anyone who received a copy of the RFP from anyone other than the Planning and Community Development office. Proposers are solely responsible for ensuring that the Planning and Community Development office has their proper contact information. If it is not possible to notify all parties who officially received an RFP prior to the deadline for submission, the Town reserves the right to extend the deadline for submission. Any and all supplemental instructions will be in the form of written addenda to the RFP and, if issued, will be sent with a signed receipt requested, no later than three days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any addenda shall not relieve the Proposer from any obligations under the proposal as submitted. It will be the Proposers' responsibility to periodically check the Town of Sudbury website for updates/addenda to the RFP.

SECTION 8 EVALUATION PROCESS AND CRITERIA:

The contract will be awarded, if at all, to the proposer offering the most advantageous proposal, taking into consideration responsiveness to Town requirements, other comparative evaluation criteria, and price. The contract will be awarded by the Town Manager with approval by the Sudbury Board of Selectmen on recommendation of the evaluation committee appointed by the Town Manager. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response. The Town reserves the right to reject any and all proposals in whole or in part, and to waive irregularities and informalities in proposals, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the Town.

Proposals will be rated using the following criteria.

1. Minimum Evaluation Criteria

- A. Proposals must include all documentation specified under “Submittal Requirements” and meet the proposal submission deadline.
- B. The proposed scope of services and work schedule must, in terms of effort, services, products and time frames, be nearly equivalent (but not necessarily identical) to, or exceed, the Scope of Services outlined in this RFP.
- C. The proposed project manager must be a MassDOT Qualified Designer and Massachusetts Registered Professional Engineer with 10 or more years of professional experience working on MassDOT compliant highway and rail trail projects.
- D. The proposed project design team shall include a Professional Structural Engineer.
- E. The proposed project design team must include a Professional Wetland Scientist.

2. Comparative Evaluation Criteria

A. Qualifications and Experience

Highly Advantageous

- Firm has experience working on five or more rail trail projects in Massachusetts
- Composition and qualifications of project team indicates all members have experience in similar projects and an understanding of project requirements
- Clearly demonstrates understanding of both rail trail design approach and local, state, and federal standards
- Demonstrates significant experience of completing like projects on time and within budget

Advantageous

- Firm has experience working on 1-4 rail trail projects in Massachusetts
- Composition and qualifications of project team indicates some members have experience in similar projects and an understanding of project requirements
- Demonstrates some experience through the proposal of working on like projects with similar local, state, and federal standards
- Demonstrates some experience of completing like projects on time and within budget

Not Advantageous

- Firm has no experience working on rail trail projects in Massachusetts
- Composition and qualifications of project team are not clear or do not demonstrate experience in similar projects and project requirements
- Demonstrates no experience of completing like projects
- Demonstrates no experience of completing on time and within budget

B. Evaluation of Proposals

Highly Advantageous

- Clearly, concisely, and comprehensively articulates an understanding of the project, and its history, goals, status and needs

- Addresses an approach to each defined task in a credible and sensible way
- Demonstrates mastery of the process necessary to manage projects and complete tasks
- Has a clear and credible approach to dealing with unknowns and project contingencies if and when they emerge
- Provides a comprehensive, well-conceived project plan with logical steps and realistic timeframes
- If warranted, identifies sensible changes to the Scope of Work, addressing missing or poorly conceived activities and recommendations for improving project efficiencies

Advantageous

- Articulates a general understanding of the project, and its history, goals, status and needs
- Is credible in addressing specific requirements
- Demonstrates understanding of the process necessary to manage projects and complete tasks
- Acknowledges the possibility of unknowns and project contingencies and is prepared to address them in a general way
- Provides a project plan with logical steps and realistic timeframes
- If warranted, identifies sensible changes to the Scope of Work, addressing missing or poorly conceived activities

Not Advantageous

- Does not demonstrate a clear understanding of the project
- Addresses most but not all specific requirements
- Describes a general project management approach
- Does not address uncertainties and unknowns
- Does not provide a logical or realistic plan and timeframes
- Does not identify reasonable opportunities to improve scope of work

C. Results of Reference Checks

Highly Advantageous

- References show that the firm, the identified Project Manager, and key personnel have positively and successfully completed similar, relevant projects on time and within budget.

Advantageous

- References show that the firm along with some identified project team members have experience with similar projects and generally meet deadlines on time and within budget.

Not Advantageous

- References demonstrate that the firm or team members have limited relevant experience and/or do not have a track record of successfully completing projects on time and within budget.

SECTION 9 SELECTION PROCESS:

Technical proposals will be reviewed and evaluated by a committee appointed by the Town Manager. Proposals will be evaluated based on the evaluation and selection criteria set forth herein. The committee will assign a composite rating to each proposal. The Town reserves the right for the committee to interview two or more proposers who are equally qualified, following the review of their proposals based on the evaluation and selection criteria set forth herein. The proposer who, in the opinion of the committee, presents his/her project approach in the most logical, clear and understandable manner during the interview will be rated “highly advantageous”. All other proposers that are interviewed will be rated “advantageous” or “not advantageous”. The committee will assign a composite rating to each proposer interview. The committee will report its evaluation results to the Town Manager along with any recommended changes in the proposal's plan of services. The Town Manager will select the Consultant and award the contract based on the "most advantageous" proposal after taking into consideration the evaluation of the technical proposals and any interviews conducted by the committee, together with a consideration of price. The Town Manager may negotiate the price with the applicable proposer before awarding the contract. Final approval of the contract award is made by the Board of Selectmen.

SECTION 10 ATTACHMENTS:

Attachment A: MassDOT Standard Scope of Services

Attachment B: MassDOT Scoping Workhour workbook (Table 1.3 and 1.4) – Excel spreadsheet

Attachment C: Price Proposal Form

Attachment D: Certificate of Taxes and Certificate of Non-Collusion

Attachment E: Standard Agreement for Technical Services

ATTACHMENT A: Scope of Work

SCOPE OF SERVICES

75%/100%/PS&E DESIGN

Bruce Freeman Rail Trail
Sudbury, Massachusetts
MassDOT Project No. 608164

PROJECT LIMITS

The proposed alignment of BFRT in Sudbury will follow the inactive railroad right-of-way owned in its entirety by the Commonwealth of Massachusetts. The existing rail line right-of-way is approximately 65 feet wide and follows a mostly wooded alignment. The right-of-way is primarily a raised embankment that supports a single line of steel rails and wood ties, except where they have been removed at road crossings. The alignment crosses through six roadways and three commercial or residential driveway/access roads. The six roadways include Route 117 (North Road), Pantry Road, Haynes Road, Morse Road, Route 27 (Hudson Road), and Old Lancaster Road and the driveway/access roads include 66-65 Union Avenue (driveway), Codjer Lane (access road), and Fairview Farm (driveway). Additionally, the previously designed (by others) 0.5-mile section of the BFRT in Concord will be incorporated into MassDOT design submissions and constructed as part of this Project.

TASK DESCRIPTIONS

The following summarizes the scope of work for this project; which consists of: providing ground survey, securing all environmental permitting, including the Order of Conditions from the Sudbury Conservation Commission, the preparation of final bridge design, the 75%, 100% and PS&E design, construction estimate, and special provisions submission that complies with MassDOT Highway Division and AASHTO criteria, and DEP Best Management Practices for Controlling Exposure to Soil during the Development of Rail Trails, development of design options for the at-grade crossings at Route 117 (North Road), Pantry Road, Haynes Road, Morse Road, Route 27 (Hudson Road), Old Lancaster Road, and three driveways, parking lot improvements and layout and design, structural design (HS-10 loaded) for two bridges and a boardwalk, community outreach, meetings with the Town, and abutter coordination.

The bridges are at Pantry Brook (S-31-013) and Hop Brook (S-31-007), both perennial streams and regulatory floodways. Completion of the boardwalk section design, specifications, and estimate is included in this scope of work, but the scope of services for the boardwalk is currently under review and that component may be modified or removed from the project.

Copies of all documents submitted for this project, including detailed design, will be filed with the Town's Department of Planning and Community Development.

It is understood that the Scope of Services under this Agreement may be changed by actions of MassDOT and FHWA and the Towns.

For any field work including survey on private property, the Consultant will prepare a description of work for the Town to coordinate with property owner. The Consultant shall not enter onto private property without permission.

The following summarizes the scope of work for this assignment, which has been prepared in accordance with MassDOT's Standardized Scope of Services. MassDOT Scoping Workbook provides a more detailed breakdown of how fees associated with each task below should be allocated.

SECTION 100 PROJECT DEVELOPMENT ENGINEERING

The following scope outlines efforts to be conducted:

101 Project Concept Preparation (Development of Purpose and Need)

N/A

102 Preliminary Project Area Analysis

N/A

103 Reasonable Alternative(s) Identification

N/A

104 Alternatives Analysis and Report Preparation

N/A

105 Project Design Schedule Development and Monthly Updates

The Consultant will develop and submit for approval a project design schedule monthly as required by MassDOT.

106 Sudbury Monthly Updates

The Consultant will provide the Town with monthly update/ progress reports. Reports shall be in the form of technical memoranda or letters, not as e-mail communications.

SECTION 150 ENVIRONMENTAL

- *There will be impacts to the flood plain due to the construction of the path and compensatory floodplain will be required.*
- *MassDOT will be the applicant for the NOI and is therefore exempt from Local Bylaws but the plans will be designed to adhere to the Town's bylaws to the extent practicable.*
- *Hop Brook and Pantry Brook are within Floodway. A hydraulic report has previously been prepared for Pantry Brook and a memorandum has been prepared for Hop Brook. No additional hydraulic reports for the bridges are anticipated.*
- *Wildlife habitat and vernal pool studies are complete.*

The following environmental scope outlines efforts to be conducted:

151 Early Environmental Coordination Design Submission Checklist

N/A – Completed under a separate contract.

152 Historic/Archaeology – Federal Section 106 and State Chapter 254

Historic review will be completed by MassDOT Cultural Resources Unit. The Consultant shall be available for consultation with Cultural Resource Unit staff.

153 Reserved

154 Hazardous Materials Research/Review

Hazardous Materials review will be completed by MassDOT Hazardous Materials Unit. The Consultant shall be available for consultation with MassDOT staff.

155 Project Development Meetings and Public Hearings

The Consultant will attend:

- Pre-application meeting with the Conservation Commission Agent
- Coordination meeting with the Conservation Commission to discuss replication areas
- Site walk with the Conservation Commission representative/Agent to map invasive species
- Meeting and site walk with peer reviewer
- Up to six Conservation Commission public hearings for Sudbury
- Up to two site walks with the Conservation Commission
- USACE pre-application meeting
- Two MEPA meetings: pre-filing meeting and scoping meeting
- Two Planning Board meetings for Stormwater Management Permit

156 National Environmental Policy Act / Massachusetts Environmental Policy Act (NEPA/MEPA) Determination

N/A

157 NEPA – Categorical Exclusion (CE)

The Consultant will prepare a Categorical Exclusion (CE) Determination Checklist for Federal-Aid Actions in accordance with the *Programmatic Agreement For Approval Of Categorical Exclusions Between The Federal Highway Administration And The Massachusetts Highway Department*, dated May 17, 2005, and Federal Highway Administration Regulation 23 CFR § 771.117 (1987).

This will be prepared after the 25% design public hearing comments have been responded to and the final transcript is available.

158 NEPA – Environmental Assessment (EA)

N/A

159 NEPA – Draft Environmental Impact Statement (EIS)

N/A

160 NEPA – Final Environmental Impact Statement (EIS)

N/A

161 NEPA Supplemental Environmental Impact Statement (EIS)

N/A

162 NEPA Reevaluation

N/A

163 MEPA – Environmental Notification Form (ENF)

The Consultant 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. The Consultant will prepare associated filing attachments, such as a distribution list and prepare and post a public notice; respond to comments, as necessary. An alternatives analysis memo, identifying path design and route alternatives considered shall be prepared and provided as an attachment. Attendance at a MEPA scoping meeting is included under Project Development Meetings and Hearings, Item 155.

164 MEPA – Draft Environmental Impact Report (DEIR)

N/A

165 MEPA – Final Environmental Impact Report (FEIR)

N/A

166 MEPA Notice of Project Change

N/A

167 MEPA Supplemental Environmental Impact Report

N/A

168 Reserved

169 Reserved

170 USACE Section 404 General Permit (PGP)

The project will include work in wetlands and waterways subject to regulation by the federal Clean Water Act. The project is assumed to require a Pre-Construction Notification (PCN) pursuant to the General Permits for Massachusetts for impacts to a federal, non-state regulated wetland. The Engineer will verify the project as designed qualifies for a PCN.

Coordination with the U.S. Army Corps of Engineers (USACE) shall be conducted for project review pursuant to federal wetland regulations and include attendance of a pre-filing meeting with the USACE regulatory staff. The PCN application, with narrative and suitable plan set shall be

prepared and submitted to MassDOT Environmental Section prior to submission to the USACE pursuant to Section 404 of the Federal Clean Water Act. The USACE Application shall be prepared following completion of the 75 percent design plans.

171 USACE Individual Section 404 Permit

N/A

172 U.S. Coast Guard Bridge (USCG) Permit

N/A

173 Programmatic Section 4(f) Evaluation

Consultant to provide information, but it is assumed MassDOT will handle approval with FHWA. Associated areas are Featherland Park/Broadacres Farm, Parkinsons/Ti-Sales, Davis Field, and Davis Conservation Land.

174 Draft Individual Section 4(f) Evaluation

N/A

175 Final Individual Section 4(f) Evaluation

N/A

176 Wetland Resource Area Delineation

N/A – Completed under a separate contract.

177 WPA Abbreviated Notice of Resource Area Determination (ANRAD)

N/A – Completed by Town and MassDOT

178 WPA Request for Determination of Applicability (RDA)

N/A

179 WPA Notice of Intent (NOI)

The Consultant will prepare and submit at least one NOI with the Sudbury Conservation Commission in accordance with the provisions and regulations of the WPA and the Town of Sudbury Bylaws.

Tasks include preparation of all associated forms, backup documentation, project narrative, alternatives analysis, state and local regulatory compliance, permit plans, stormwater report, stream crossing standards for replacement culverts/bridges, impacts to coldwater fisheries (Hop Brook and unnamed tributary), wetland replication plan, riverfront restoration planting plan, invasive species management plan, Corridor Management Plan for post construction and an Operation and Maintenance and Long Term Pollution Prevention Plan, and coordination during review. The previous ANRAD did not determine perennial/intermittent stream status under the bylaw.

Pre-filing consultation with the Conservation Commission public hearings and site walks, if necessary are under Task 155.

In addition to the primary NOI for the rail trail construction, the Consultant shall prepare separate permit filings for the culvert cleaning and assessment work, survey, and soil borings for soil testing under Tasks 402 and 701. To the extent possible, one permit filing could be made for these due diligence task and an RDA may be sufficient once the nature of the work is clarified. Conditions of approval on the due diligence work are anticipated.

If impacts to Bordering Vegetated Wetlands exceed 5,000 square feet a Variance from MassDEP will be required. The 25 percent design assumes use of a boardwalk and retaining walls to keep wetland impacts under 5,000 square feet.

180 WPA Variance

N/A

181 Chapter 91 License/Permit Application

The existing bridges over Pantry Brook and Hop Brook are not licensed under Chapter 91. The existing bridge built over Hop Brook will be repaired and reused. The Pantry Brook existing bridge is not functional and will be replaced. Applications for a Chapter 91 License or a Chapter 91 Permit in accordance with the Massachusetts Chapter 91 Waterways Act shall be prepared and acquired by the Consultant for each bridge. Tasks include preparation of the application form, backup documentation, and plans/Mylars in accordance with Chapter 91 submission requirements. Separate applications for separate licenses shall be prepared for each bridge, although the applications may be submitted in a single filing.

182 Water Quality Certification

The Engineer shall evaluate if the project impacts exceed 5,000 square feet of vegetated wetland and waters impact or impact a federal non-state regulated wetland subject to Section 404 of the Clean Water Act. If the Project impacts to state and federal regulated wetlands and waters exceed 5,000 square feet, an individual Water Quality Certificate will be required.

183 Coastal Zone Management Consistency Review

N/A

184 Wildlife/Rare Species Assessment

N/A- Completed under a separate contract.

185 Essential Fish Habitat Assessment

N/A

186 Reserved

187 Impaired Waterbody Assessment and Water Quality Data Form

The Consultant will document the incorporation of Best Management Practices (BMPs) in the stormwater management system by completing the 75% Design portion of the Water Quality Data Form.

188 Wetland Replication

The consultant shall prepare a wetland replacement plan to offset the impacts to vegetated wetlands from the Project in accordance with the WPA and Bylaw regulations. The wetland mitigation area shall be included in the NOI submission for the Rail Trail (Item 179).

189 Stormwater Report

As per 310 CMR 10.05(6)(m)(6), “Footpaths, bike paths and other paths for pedestrian and/or nonmotorized vehicle access” shall meet the Stormwater Standards to the maximum extent practicable. The addition, as a limited project per 310 CMR 10.53(6), the work may be approved under an Order of Conditions provided that adverse impacts are minimized and mitigation measures are proposed in order to contribute to the protection of the interests identified in M.G.L. c. 131. § 40. However, compliance (or to the maximum extent) with the Standards and in particular Standards 2, 3 and 4 must be documented in a Stormwater Management Report. The Stormwater Management Report shall be prepared and submitted with the NOI. See Tasks 190 and 413 for additional information. Full compliance with the Stormwater Standards is expected for any new parking area or connector path.

190 Sudbury Stormwater Permit Application

The Sudbury Stormwater Management Bylaw requires filing for a permit with the Sudbury Planning Board. The Consultant shall prepare a Stormwater Permit Application for review by the Client and submission to the Planning Board. Two meetings with the Planning Board are included under Item 155.

The Consultant shall analyze the rainfall-runoff for the project under the existing and proposed conditions for storm events with recurrence intervals of 2, 10, 25, and 100 years, with rainfall amounts of 3.2”, 4.8”, 6.0”, and 8.6”, respectively, as outlined by the Stormwater Management Bylaw Regulations for the Town of Sudbury. A rainfall depth of one inch (1”) shall also be evaluated. The runoff coefficients and time of concentration for the existing and proposed conditions should be determined using the NRCS Technical Release 55 (TR-55) methodology in HydroCAD. The HydroCAD model is based on the NRCS Technical Release 20 (TR-20) Model for Project Formulation Hydrology.

191 Invasive Plant Management

The Consultant shall prepare a plan identifying invasive species present along the project corridor. An Invasive Species Management Plan shall be prepared documenting construction measures that will be undertaken to prevent the spread of invasive plants through equipment operations or soil movement and handling. The submission shall include construction specifications and long-term measures for control of invasive species after the rail trail is in operation. The Consultant shall attend a site walk with MassDOT and Town representatives to review and evaluate invasive species along the Project corridor.

192 Compensatory Flood Storage

The rail trail project will cross through the 100-year floodplain. Impacts to floodplain shall be identified and quantified on a 1-foot incremental basis. Compensatory floodplain storage volume

shall be proposed on a 1-foot incremental basis to offset the impacts to floodplain storage volume in accordance with the WPA regulations and included in the NOI.

193 Hydraulic Analysis and report

The Consultant will prepare a hydraulic memo presenting the results for the hydraulic analysis as needed, if culvert replacement is warranted. Stream crossing standards will be pursued to the maximum extent practicable. (See Culvert Inventory Memorandum by Tighe & Bond dated April 19, 2018)

SECTION 200 FUNCTIONAL DESIGN REPORT

A Functional Design Report was prepared with the 25% Design Submission assuming a HAWK signal at the intersection of Hudson Rd at Peakham Rd. MassDOT suggests a full traffic signal be evaluated at this location. It is assumed that a technical traffic memorandum regarding the traffic can be provided to supplement the 25% FDR. Evaluation of the adjacent intersections and driveways shall be included (Maynard Road to Concord Road), but the design of any intersection improvements at these locations is outside of this scope of work. The scope in this section includes the following effort:

201 Establish Purpose and Need

N/A

202 Public and Agency Outreach

N/A

203 Evaluate Existing Conditions / Context

N/A

204 Prepare Traffic Volumes

Traffic count data was collected as part of the 25% Design. The Engineer will coordinate with MassDOT to determine requirements for and procure supplemental traffic data for the intersection of Hudson Road at Peakham Road/ Bruce Freeman Rail Trail, and adjacent intersections (including intersections of Hudson Road with Maynard Road and Concord Road). The count program shall consist of Turning Movement Counts (TMCs) for a minimum 8-hour period.

The Consultant will provide an assessment of data to determine factors for background growth and seasonal adjustments. The Engineer will prepare the future design volumes.

205 Conduct Safety Analysis

N/A

206 Evaluate Signal Warrants

The Consultant will collect, tabulate, and analyze traffic count data with respect to the MUTCD Traffic Control Signal Needs (Warrants) based on the existing and future geometric conditions to determine if signals are justified for the intersection of Hudson Road at Peakham Road/ Bruce Freeman Rail Trail. Consideration and a recommendation should be made of potential

signalization of the intersection at Maynard and Hudson Roads, which would be done under a separate contract.

207 Operational Analysis for Existing Conditions

The Consultant will determine Peak-Hour Factor, Truck Percentage, and applicability of pedestrian phasing. Determine, tabulate, and discuss Level of Service, volume-to-capacity ratio and vehicle delays in accordance with MassDOT's current approved software packages for the intersection of Hudson Road at Peakham Road/ Bruce Freeman Rail Trail. In addition, average and 95th percentile Queue calculations will be performed.

208 Establishment of Basic Design Controls and Evaluation Criteria

N/A

209 Development of Alternatives

N/A

210 Operational Analysis for Future Conditions

The Consultant will analyze Future Traffic Volumes (in both No-Build and Build) for the intersection of Hudson Road at Peakham Road/ Bruce Freeman Rail Trail. In addition, average and 95th percentile Queue calculations will be performed.

211 Preferred Alternative

N/A

212 Complete Streets

N/A

213 GreenDOT

N/A

214 Traffic Management

N/A

215 Construction Cost

N/A

216 Conclusion and Recommendation

N/A

217 Report Preparation

Using traffic data previously collected a Technical Memorandum will be prepared by the Consultant addressing the following traffic engineering issues for the intersection of Hudson Road at Peakham Road/ Bruce Freeman Rail Trail.

- Signal warrant analysis.
- Capacity and level-of-service analyses of intersection.

- Queuing analysis for peak periods.
- Geometry/lane configuration.

220 DESIGN JUSTIFICATION WORKBOOK

Consistent with Chapter 2, Section 2.11 of the *Project Development and Design Guide* (Guidebook) and Engineering Directive E-20-001, the Design Justification Workbook should follow the workbook template available on mass.gov. Limited effort is involved to determine shared-use path design criteria compliance.

221 Evaluate the Controlling Criteria

The Consultant will compare the recommended values of the controlling criteria of Chapter 2 of the Guidebook and E-20-001 to the proposed values. Revisit those features that do not meet the recommended values and work toward developing a design that is consistent with current recommended design standards.

222 Perform Incremental Evaluation

For each of the controlling criteria that do not meet the current recommended design criteria, the Consultant will prepare the additional documentation as noted in the workbook template. This documentation should include a discussion of alternatives evaluated and an incremental comparison of impacts and costs associated with each alternative.

223 Complete and Certify the Workbook

The Consultant will complete the Design Justification Workbook by including a project description, executive summary, and all supplemental information as noted in the workbook template. Stamp and certify the Design Justification Workbook.

SECTION 230 INTERCHANGE JUSTIFICATION/ MODIFICATION REPORT (IJR/IMR)

There is no work anticipated under this Section.

SECTION 300 25% HIGHWAY DESIGN SUBMISSION

There is no work anticipated under this Section.

SECTION 350 DESIGN PUBLIC HEARING

There is no work anticipated under this Section.

SECTION 400 75% HIGHWAY DESIGN SUBMISSION

Upon approval of the 25-percent design and following the design public hearing process, the final design shall be progressed through completion. Project tasks and submittals will follow the MassDOT's Design Guidebook.

The following tasks are included as part of this 75% Design effort:

401 Response to 25% Comments

The Consultant will prepare a formal written response to all comments received regarding the 25% review and address revisions stemming from the Design Public Hearing that MassDOT and the Consultant deem necessary.

402 Field Reconnaissance

The Consultant will perform field review of base plan information. Verify the location of existing features, note legends on all warning, regulatory and route marker signs. Verify that the plans provide sufficient information regarding existing utilities, fences, ledge, apparatus and other features. The Consultant will conduct a field review of the proposed project interface with adjacent properties, streets, drives, drainage, utilities, wetlands, etc.

The Consultant will perform a field survey to locate existing features that were identified with MassDOT 25% comments and parking lot areas identified under Task 430. Control will be based on previous survey by others. All survey work shall be in accordance with the MassDOT Survey Manual.

403 Meetings Liaison and Coordination

The Consultant will attend meetings and provide the liaison necessary to advance the design of a project. More specifically, The Consultant will coordinate, prepare for and attend meetings with MassDOT's Boston and District Offices and planning agencies, as directed by the Town. The Consultant will provide MassDOT and the Town with minutes of the meetings.

404 Utility Coordination

Working with the DUCE, the utility companies affected by the proposed work shall be contacted to discuss project impacts and note the locations of relocated utilities (poles, pipes, etc.) on the plans. Include estimate and special provisions for publicly owned utility work that is to be performed by the construction contractor.

405 Final Horizontal Design Geometrics

The Consultant will adjust the horizontal geometry based on the 25% review comments and comments stemming from the Design Public Hearing. Plans must clearly show all aspects of the horizontal geometry, including curve components such as Point of Curvature (PC), Radius (R), DELTA, Length of Curve (L), Tangent (T) and Point of Tangency (PT) along with a description of roadway widths, station equations and horizontal offsets between survey baseline and design centerline.

406 Final Vertical Design Geometrics

The Consultant will adjust vertical geometry based on 25% review comments and comments stemming from the Design Public Hearing. Plans must clearly show all pertinent aspects of the vertical geometry including Stopping Sight Distance (SSD), Passing Sight Distance (PSD), Grade 1 (G1), Grade 2 (G2), Length of Vertical Curve (L), K (factor), station and elevation of Point of

Vertical Curvature (PVC), Point of Vertical Tangency (PVT) and Point of Vertical Intersection (PVI). Profiles are to be prepared in accordance with the Guidebook.

407 Pavement Design

The Consultant will respond to Pavement Design Engineer's review comments.

408 Typical Cross Sections

The Consultant will finalize the typical cross sections ensuring that materials and dimensions are clearly labeled in accordance with the proposed pavement structure approved by the Pavement Management Section.

409 Plot Cross Sections

The Consultant will adjust cross sections to ensure that the slope limits and treatments of each cross section are crafted to suit the specific site locations. Individual cross sections should be evaluated regarding guardrail locations, gravel box detail, pay limits, and the need for subdrains and retaining walls.

410 Plot Proposed Layout and Easements

The Consultant will adjust the plans based on the limits established by the final cross sections to ensure that adequate right of way is available to perform the work. Existing layout lines, proposed alterations and any temporary or permanent easements must be clearly labeled.

411 Construction Plans

The Consultant will prepare the Construction Plans in accordance with the Guidebook. Each item of work within the project limits must be clearly labeled. The drawings will be formatted as described in the Guidebook.

412 Grading and Tie Plans

The Consultant will prepare grading and tie plans as applicable showing detailed information regarding proposed curve geometry and grades.

413 Drainage and Water Supply Details

The design shall include the use of vegetated shoulders and conveyance swales with check dams to promote infiltration and recharge, consistent with standard MassDOT design practices for rail trail facilities. This design for conveyance water quality swales shall be met for the 10-year storm per the MassDEP Stormwater Management Standards (SMS). Additional analyses of existing and proposed flows to vernal pools shall be performed using the TR-20 methodology to confirm that the Project will not adversely affect the hydrologic regime contributing to these pools.

The water quality swales shall be designed in accordance with the Stormwater Management Handbook to provide a longitudinal slope less than 5%. Check dams should be incorporated into the swale design to ensure non-erosive flows in all proposed swales and promote infiltration.

The Consultant shall perform a hydrologic analysis for each design point.

The work shall include but not limited to:

- Sizing of swales
- Spacing of checkdams
- Size low point basins
- Relocated roadway drainage
- Replacement of culverts (Task 702)

414 Traffic Signs

The Consultant will identify locations for all warning, regulatory and route marker signs. The Consultant will also indicate on the plans the status of existing signs and structures.

415 Guide Sign Design and Overhead Directional (OD) Elevations

N/A

416 Traffic Signals and Plan Preparation

The Consultant will include designs for traffic signal modification. Develop traffic signal specifications. Finalize phasing details and prepare the traffic signal plans. This applies to the potential signal at the intersection of Hudson Road and Peakham Road.

417 Pavement Markings and Plan Preparation

The Consultant will design and layout the roadway pavement markings, stop lines, cross walks, gore markings, etc. and prepare pavement marking plans.

418 Traffic Management

The Consultant will prepare the construction staging. Prepare the temporary traffic control construction plans in accordance with the MUTCD such that sufficient information is provided to demonstrate a feasible means of constructing the project. The level of detail shall recognize that the actual traffic management plan implemented by the contractor may vary from that shown on the plans. A more definitive estimate for the use of police will be made based on the finalization of the traffic control plans/traffic management plans.

419 Highway Lighting Plans and Details

Based on 25% comments, lighting may be need at intersections, such as Hudson Road. At other locations, the planned pedestrian activated flashing beacon may be adequate and better accepted by the Town.

420 Landscaping and Plan Preparation

The Consultant will finalize planting locations and species based on review comments. The Consultant will develop planting schedules and tabulate relevant data. This includes creating the following:

- Wayfinding signage
- Entrance Gateway
- Gateways/Roadway crossings
- Planting layout
- Historic elements, including reuse of the historic granite stone abutments from Pantry Brook Bridge within the corridor if not at the bridge site
- Interpretive signage

- Connections to other spurs
- Rest areas (Three)
- Recreational activity and picnic areas (Two)

421 Erosion Control

The Consultant will detail the sequencing, material placement and measures to control the potential damage to adjacent properties, wetlands, bodies of water, etc. The erosion control measures will be shown on the plans.

422 Miscellaneous Contract Plans

The Consultant will prepare miscellaneous full size drawings for presentation of the proposed project. These shall include the following miscellaneous contract plans, as required: Title Sheet, Index, Legend, Key Plan, Typical Sections, Utility Plans, and Special Details.

423 Quantity & Cost Estimate (Weighted Average Bid Application)

The Consultant will prepare a detailed estimate in accordance with the Method of Measurement and Basis of Payment described in the Standard Specifications for Highways and Bridges including the latest supplements and the Standard Special Provisions using MassDOT’s Weighted Average Bid Application (WABA). Also prepare a calculation book based on the latest edition of the Standard Nomenclature. Every item of work shown on the plans has a pay item.

424 Special Provisions

The Consultant will prepare draft special provisions based on the latest edition of the Standard Specifications for Highways and Bridges and Supplemental Specifications and verify that every item in the estimate that is listed in the Standard Nomenclature with an asterisk (*) has a special provision. The Consultant will prepare special provisions describe a specific or unique activity to be performed by the contractor that is not adequately addressed in the Standard Specifications.

425 Constructability and Quality Control (QC) Reviews

The Consultant will perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents. The review shall focus on the practicality of constructing the project based on access to site, equipment needs, material properties, etc. Also provide an overall review of the plans, specifications and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest Supplemental Specifications, the Bridge Manual, the Construction and Traffic Standard Details, and the latest Engineering and Policy Directives.

426 Submission Check List

The Consultant will prepare and submit the 75% Design Check List.

427 Bottom Up Estimate and Reconciliation (if required)

N/A

428 Construction Contract Time Determination

N/A - At this time, it is assumed that a CTD will be completed by MassDOT if required.

429 Incentives/Disincentives with Road User Calculation

N/A

430 Coordination of BFRT in Concord

The final design of the Concord portion (Town line to Powder Mill Rd) of the BFRT has been completed by the Town of Concord's design Consultant. The Consultant shall coordinate with the Concord Consultant about incorporating the plans, special provision and quantities into the Sudbury Documents.

SECTION 440 PARKING LOT LAYOUT

For the following locations, the Consultant will evaluate options and work with the Town to design appropriate parking improvements and expansion to offer parking for users of the rail trail in conjunction with existing town-owned recreational facilities. Tasks will include survey, layout, design, drainage for new Broadacres Farm lot, permitting, coordination with MassDOT, incorporation into plans and, estimate, and specifications. The Town will provide event information and parking count data, as needed. The 2 connector paths (below) are scoped herein, but need to be vetted by the community in coordination with Boards and Committees prior to advancing.

- Davis Field, improve existing gravel lot parking and an 8' path (where a sidewalk currently exists) to connect the parking lot to the rail trail
- Davis Conservation Land, improve existing gravel lot parking, consider an ADA parking space
- Parkinsons/Ti-Sales, improve existing gravel parking and new or existing access road
- Broadacres Farm – create new paved parking area and an 8' path to Concord Road (via Featherland Park). Drainage design should meet the local Stormwater Management Bylaw to the greatest extent possible.
- At Parkinson/Ti Sales Field need to conduct additional survey of access driveways and work with MassDOT and abutters to determine access route and layout.

SECTION 450 100% HIGHWAY DESIGN SUBMISSION

451 Respond to 75% Comments

The Consultant will prepare a formal written response to all comments received regarding the 75% review. Resolve any further review comments.

452 Finalize Plans

The Consultant will prepare a set of plans addressing all comments received from the 75% review.

453 Finalize Special Provisions

The Consultant will review the special provisions to ensure that the special provisions do not duplicate those with respect to Division I of the Standard Specifications. Review the Method of Measurement and Basis of Payment for every item in order to ensure that the special provisions are clearly defined and not ambiguous.

454 Finalize Quantity and Cost Estimate (W.A.B.A. & Calculation Book)

The Consultant will prepare Detail Sheets, Quantity Sheets, and a Cost Summary Sheet.

455 Quality Control (QC) Review

The Consultant will perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents to perform an independent review of the project. Refer to the MassDOT web site for the latest edition of all reference documents, Engineering Directives and Policy Directives. Verify that the plans, specifications and estimate are prepared in accordance with these documents.

456 Submission Check List

The Consultant will prepare and submit the 100% Highway Design Check List.

457 Bottom Up Estimate and Reconciliation (if required)

N/A

458 Construction Contract Time Determination

N/A - At this time, it is assumed that a CTD will be completed by MassDOT if required.

459 Incentives/Disincentives

N/A

460 Meetings Liaison and Coordination

The Consultant will attend meetings and provide the liaison necessary to advance the design of a project. More specifically, The Consultant will coordinate, prepare for and attend meetings with MassDOT's Boston and District Offices. These meetings are related to clarification regarding the design or comments. All meetings outside of this are under tasks.

461 Coordination of BFRT in Concord

The final design of the Concord portion (Town line to Powder Mill Rd) of the BFRT has been completed by the Town of Concord's design Consultant. The Consultant shall coordinate with the Concord Consultant about incorporating the plans, special provision and quantities into the Sudbury Documents.

SECTION 470 TOWN MEETINGS

In addition to the meetings required with MassDOT, the Consultant will attend meetings with Town boards, commission, departments, residents and abutters and maintain subsequent consultations throughout the duration of the project as needed to advance the project. The Consultant will prepare presentations, meeting handouts, and meeting minutes. Meeting materials shall be prepared prior to the meetings and forwarded to the Town for review and comment. All public meetings shall be documented, and materials shall be forwarded to the Town for posting on the Town website, if requested. The Consultant shall prepare and distribute minutes of all meetings.

It is assumed that the many of these meetings will be held virtually via remote participation. The Town will likely host the virtual public meetings, but the Consultant will be expected to host and facilitate numerous virtual meetings.

471 Town Public Meetings

The Consultant will facilitate two public informational night-time meetings (not including any meetings related to Conservation Commission permitting), throughout the design process. The public meetings shall focus on addressing the Community’s concerns and comments associated with the development of the rail trail. The Town will be responsible for advertising and notifications for the public meetings, which will be posted at least two weeks in advance.

472 Town with BFRT Design Task Force

The Consultant will attend monthly meetings with the Task Force.

473 Abutter Meetings

In coordination with the town, the Consultant will meet with abutters to determine privacy and screening needs, as well as resolution to corridor encroachments. It is assumed that there will be up to ten (10) abutter meetings.

474 Bi-weekly Coordination Meetings

Bi-Weekly or as needed. Anticipate most will be conference calls/virtual meetings.

475 Meetings: Board of Selectmen, Historic District Commission, Historical Commission, Park and Recreation Commission

The Consultant will attend up to two meetings with each of the above committees (Sudbury Board of Selectmen, Sudbury Historic Districts Commission, Historical Commission and Sudbury Park and Recreation Commission). Joint meetings will be encouraged when feasible.

SECTION 500 RIGHT OF WAY

- *Preparation of right of way plans shall comply with the MassDOT Guidebook and the current ROW manual, as well as the MassDOT Plan Preparation Guidelines for Consultants Preparing Right of Way Plans.*
- *Abutter’s property lines shall be verified with updated deeds and plans.*
- *The Professional Land Surveyor shall maintain and update electronic copies of the research materials throughout the taking document process.*

The Consultant will prepare right of way plans as specified in the Guidebook and the current ROW manual, MassDOT Plan Preparation Guidelines for Consultants Preparing Right of Way Plans, and as noted in applicable FHWA policies and regulations. The following summarizes the sub-sections included as part of this effort:

501 Preliminary Right of Way Plans

The Preliminary ROW plans will be updated based on prior comments and design revisions at the 75%, 100% and PS&E Design Submissions.

502 Layout Plans and Order of Taking

The Consultant will prepare Layout and Easement Plans based on the approved Preliminary Right of Way Plans in accordance with Chapter 18 of the Guidebook, the current ROW manual, and the MassDOT Plan Preparation Guidelines for Consultants Preparing Right of Way Plans, and shall include the proposed layout lines, property lines, corner markers, names of property owners, parcels to be taken, access and non-access points and the locations of all bounds.

503 Written Instrument

The Written Instrument for the Layout, Easement and Order of Taking shall be prepared in accordance with MassDOT Policy. The Written Instrument shall be carefully checked against the Layout Plan and Easement Plan.

504 Final Right of Way Plans

N/A – This is a community compliance project.

505 Title Search

N/A- Anticipated to be performed by others. The designer and the PLS of record should review the title exam and updates and incorporate changes into each Right of Way Plan submittal.

505 Field Reconnaissance

The Consultant and their PLS will perform a field survey to locate existing right-of-way monumentation along the roadway and railroad sidelines with the purpose of determining the existing rail corridor. Control will be based on previous survey by others.

506 Project Initiation and Data Compilation

The Right of Way will be determined from record layout plans, railroad record plans, deeds and record plans. Property Lines abutting said right-of-way will be shown based on plans and deeds of record. Any Easement abutting said ROW will also be shown based on plans and deeds of record. Updated abutter names will be obtained and revised in existing base plan. Any deed restrictions determined of abutting properties will be labeled on the base plan. Deeds and plans of the abutting property owners shall be used to verify the location of all the abutter’s property lines. The designer and PLS should be working together in the preparation of the Right of Way plans.

The Consultant shall identify any ROW encroachments.

507 Plot Existing Layout Lines

The Consultant and their PLS will plot and calculate all existing layout line geometry and railroad record plans and note all property owners. The additional Right-of-Way information added to the based plan will meet current MassDOT English standards and will be drafted in MassDOT current CAD standards.

SECTION 600 GEOTECHNICAL DESIGN

It is assumed that all geotechnical work was completed under a separate contract and there is no work under this Section.

SECTION 700 PROJECT DEVELOPMENT – STRUCTURAL

It is assumed that structural project development work related to the sketch plans of the two bridges and boardwalk was completed under a separate contract. Changes to the boardwalk are possible depending on classification of resource area delineation review underway.

The structural project development work included in this scope is described in the subsections below.

701 Field Investigations – Cattle Crossings and Culverts

Perform hands-on inspections of existing culverts and cattle crossings and document findings. Notable findings may include structural defects, hydraulic capacity issues, and geometric incongruencies with proposed trail design.

There are 4 cattle crossings and a previously completed inventory found 16 culverts within the project limits. Several of the culverts were submerged or blocked with debris. It is expected the Consultant will conduct clean outs, inspections, including CCTV, as needed to assess culverts and develop plans to address deficiencies. (see Culvert Inventory Memorandum by Tighe & Bond dated April 19, 2018)

702 Determine Structure Upgrades – Cattle Crossings and Culverts

Determine the most appropriate repairs, upgrades, replacements, and/or retrofits for cattle crossing and culverts. Coordinate with the trail designer and hydraulics engineer, as required. A wetlands permit filing may be required and stream crossing standards should be met to the greatest extent practicable.

Town staff encountered 20 culverts in the field. Two of these are adjacent to the path, not under the path. An evaluation of 16 of the 18 existing culverts under the path was previously completed. A summary of that evaluation is listed below for information only. The consultant shall independently evaluate these structures as part of this scope.

- Three of the 16 culverts were submerged and were not inspected
- Eight of 16 inspected are stone and need a detailed inspection of interior to assess gaps in stonework and potential need for repair.
- Remaining eight are varying sizes and materials.
 - Two blocked and need cleaning and repair
 - Two culverts need repairs
 - Two headwalls need repairs
 - One undersized but in good condition. Evaluation needed to repair given hydraulics and potential impacts to abutting wetlands. Need to assess full replacement.
 - One likely undersized. Debris removal and further evaluation is needed to determine if replacement is warranted.
 - One needs to be evaluated for slope stability. If embankment is unstable, repairs or replacement is needed.

Two of the culverts not evaluated in the study, which are adjacent to the path and accommodate spur trails near Featherland Park/Broadacres Farm will need to be updated or replaced.

SECTION 710 SKETCH PLANS

It is assumed that all Sketch Plan work was completed under a separate contract and there is no work under this Section.

SECTION 750 FINAL STRUCTURAL DESIGN

The scope in this section includes the following structures:

- A new 750-foot boardwalk between Stations 166+50 – 174+00
- Replacement of Bridge S-31-013 (Pantry Brook)
- Rehabilitation and retrofit of Bridge S-31-007 (Hop Brook)
- Upgrades of culverts and cattle crossings (as determined in Section 700)
- Grade beam(s) or retaining walls (as needed by trail design)

In this response, the Consultant shall provide the cost breakdown for each of these structural design elements in the scoping workbook.

751 Structural Design – Boardwalk and Bridges

The Consultant will prepare the design calculations, and perform an independent design check of the calculations, for all superstructure and substructure components in accordance with the 2013 LRFD MassDOT Bridge Manual (with 2020 Revisions) and AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges.

The following work is assumed under this section:

- Pantry Brook: There is no superstructure design under this scope section required for the prefabricated concrete arch structure. The Consultant will develop layout plans and performance specifications that outline general and project-specific requirements for the precast structure. The Consultant will also design the foundations. In order to develop these plans, specs, and foundation design the Consultant will coordinate with civil, geotechnical, and hydraulic engineers. The Consultant will also coordinate with precast manufacturer for foundation loads and design of the foundations. Wingwall design is assumed to be completed by the precast manufacturer. The Consultant will also typically request preliminary design quotes from various manufacturers to help develop and/or validate the layout, specs, and foundation.
- Hop Brook: Design timber floorbeams, decking and railing and connections. Check existing steel beams. Perform comparative analysis between former railroad loading and proposed bikeway loading.
- Boardwalk: Design stringers, decking and railing for a typical boardwalk span. Design timber pile caps, piles and cap to pile connections.
- As applicable: Any cofferdams and permanent excavation support system requirements in accordance with the MassDOT Bridge Manual for any of the three structures above.

752 Structural Design – Cattle Crossings, Culverts, and Grade Beam(s)

The Consultant will prepare the design calculations and perform an independent design check of the calculations for all structural components, proposed repairs and retrofits, including walls and railings, in accordance with the MassDOT Bridge Manual.

753 Structure Layout Geometrics

The Consultant will prepare the design calculations and perform an independent design check of the geometric calculations for all structures being modified or replaced as part of Section 750, including framing, layout, critical clearance and elevation of footings, layout and ties, etc.

754 Contract Drawings

The Consultant will prepare the structural drawings in accordance with the MassDOT Bridge Manual and check the drawings for content and accuracy.

755 First Review Submission

The Consultant will prepare and submit the bridge design plans for MassDOT review and subsequent resolution of the comments and recommendations received from MassDOT.

756 Quantity Cost Estimates

The Consultant will prepare the quantity calculations and perform an independent check of the quantity calculations of the bridge items and related cost estimates.

757 Special Provisions

The Consultant will prepare the bridge special provisions in accordance with the MassDOT Bridge Manual.

758 Second Review Submission

The Consultant will prepare and submit updated final bridge designs plans for MassDOT review and subsequent resolution of MassDOT comments and recommendations.

759 FHWA Reviews

N/A

760 Meetings and Liaison

The Consultant will participate in meetings and coordinate in scheduling and advancing the bridge design.

761 Constructability and Quality Control (QC) Review

The Consultant will perform an independent review of the project by an experienced engineer who is not directly involved in the preparation of the contract documents. Review shall focus on the practicality of constructing the structure based on access to site, equipment needs, material properties, etc. Provide an overall review of the plans, specifications and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest Supplemental Specifications, the Bridge Manual, the Construction and Traffic Standard Details, and the latest Engineering and Policy Directives.

762 Submission Check List

The Consultant will prepare and submit Bridge Section Check list.

SECTION 800 PS&E SUBMISSION

Upon approval of the plans submitted for the 100 percent design submission, The Consultant shall proceed with the preparation of the contract plans and documents in accordance with the relevant guidelines set forth in the Guidebook, the Standard Specifications for Highways and Bridges, and other related publications. The following summarizes the sub-sections included as part of this effort:

801 Respond to 100% Comments

The Consultant will prepare a formal written response to all comments received regarding the 100% review.

802 Finalize Plans, Specifications and Estimate

The Consultant will check that all comments from 100% review are addressed and reflected in the contract documents.

803 Prepare Detail Sheets

The Consultant will prepare the Detail Sheets in accordance with Chapter 18 of the Guidebook. All items of work not adequately reflected on the plans are to be described in the Detail Sheets.

804 Combine Highway and Bridge

The Consultant will check that the highway plans accurately depict the approved bridge design and that the index correctly identifies the page numbering of the bridge plans. Combine Special Provisions and Estimate into one package that eliminates redundancy and ambiguity.

805 Quality Control (QC) Review

The Consultant will have an experienced engineer who is not directly involved in the preparation of the contract documents perform an independent review of the project. Log on to the MassDOT website for the latest reference documents such as Engineering Directives and Policy Directives, and verify that the Plans, Specifications and Estimate are prepared in accordance with these documents. Review all environmental permits and ensure that the contract documents provide a means of compensating the construction contractor for performing work described in the permits.

806 Finalize Bottom Up Estimate and Estimate Reconciliation (if required)

N/A

807 Finalize Construction Contract Time Determination

N/A - At this time, it is assumed that a CTD will be completed by MassDOT if required.

808 Finalize Incentives/Disincentives

N/A

809 Coordination of BFRT in Concord

The final design of the Concord portion (Town line to Powder Mill Rd) of the BFRT has been completed by the Town of Concord's design Consultant. The Consultant shall coordinate with the Concord Consultant about incorporating the plans, special provision and quantities into the Sudbury Documents.

SECTION 900 CONSTRUCTION ENGINEERING

The following summarizes the sub-sections included as part of this effort:

901 Pre-Bid Services

The Consultant will review and respond to inquiries from MassDOT related to the bid documents. Participate in Pre-Bid Conference. Provide written responses to contractor's questions.

902 Pre-Construction Conference

The Consultant will attend the Pre-Construction Conference. Answer questions and prepare the minutes of the meeting.

903 Highway Shop Drawings and Signal Permit

The Consultant will review various shop drawings as requested by MassDOT.

904 Structural Shop Drawings

The Consultant will review and approve or take other appropriate action upon structural shop drawings for conformance with the contract documents.

905 Structural Construction Procedures

The Consultant will review and approve or take other appropriate action according to the Bridge Manual regarding the conformance of the bridge demolition and erection procedures to the contract documents.

906 Furnishing Advice and Field Visits

The Consultant will provide assistance to MassDOT in interpreting the contract documents. Conduct field visits to the project site during construction as requested by the Engineer to provide consultation on design intent, assistance in addressing unforeseen conditions and /or similar matters, as requested by the Engineer. Attend periodic status and coordination meetings as determined by complexity of the project.

907 Geotechnical Construction Evaluation

N/A

908 Bridge Rating and Photographs

N/A

909 Bi-Weekly Coordination Meeting

The Consultant shall attend or call into weekly project coordination meetings with MassDOT and the Contractor held at the Project Field Office.

910 Traffic Signal Inspection

The Consultant will conduct a site visit to observe the traffic signal equipment to determine when the work is substantially complete, completed work generally conforms to the contract documents and is acceptable, generate a punchlist, and conduct a final site visit to determine if the punchlist has been adequately addressed.

911 Final Site Walk

The Consultant will conduct a site walk of the project to determine if the work is substantially complete and is acceptable, generate a punchlist. The Consultant will conduct a final site walk to determine if the punchlist has been adequately addressed.

Tasks Not Included

- Support and defense of the Project in the appeal of any regulatory permitting. If the Project is subject to an appeal, the tasks and fees associated with the appeal will be the subject of a Contract amendment.

BFRT, 2D, Sudbury
Information available on [Town's website](#)

- [Railroad Valuation Maps](#)
- [25% Highway Plans, Profiles, Cross Sections, Roadway Crossings](#)
- [Preliminary ROW Plans](#)
- [25% FDR](#)
- Sketch Plans
 - [Pantry Brook Bridge](#)
 - [Hop Brook Bridge](#)
 - [Boardwalk](#)
- [Geotechnical Report](#)
- Hydraulic Report
 - [Pantry Brook](#)
 - [Hop Brook](#)
- [Pantry Brook Bridge Type Study Report](#)
- [Hop Brook Preliminary Structures Report](#)
- Sudbury Comments 25% Design [Highway](#)
- MassDOT Comments –
 - [25% comments \(2 Sections on website – 25% Submission without Sketch Plans and with Sketch Plans\)](#)
 - Initial Response to Comments
 - Comment Resolution meeting notes (2 meetings) [General](#), [ROW](#), [Traffic](#)
- 25% Construction Cost Estimates [Highway](#), [Pantry Brook Bridge](#), [Hop Brook Bridge](#), [Boardwalk](#)
- Environmental Resource Information
 - [ORAD/ amendment request with Impact Estimates and Vernal Pool Studies](#)
 - [Wildlife Habitat Study](#)
- Various memorandums
 - [Preliminary parking inventory study, does not cover Broadacres Farm](#)
 - [Broadacres Farm Charrette Report](#)
 - [Culvert Inventory Memorandum by Tighe & Bond \(April 19, 2018\)](#)
- [Various meeting notes](#)
 - [BFRT Design Task Force recommendations to the BOS for 25% Design](#)

ATTACHMENT C: Price Proposal

Town of Sudbury

75/100% and PS&E Engineering/Design/Permitting Services Bruce Freeman Rail Trail

Name of firm submitting: _____

Contact Person: _____

Address: _____

Telephone: _____

Email Address: _____

Design Services to achieve MassDOT approval as proposed: \$ _____

Please include completed MassDOT Work Hour Estimate Forms attached to the RFP-- Worksheet Forms 1.3 Work Hour Estimate and 1.4 Summary Table.

ATTACHMENT D: Certificate of Tax Compliance and Non-Collusion

CERTIFICATE OF TAX COMPLIANCE

(Pursuant to G.L. c. 62C, §49A(b))

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for

_____, do hereby certify under the pains and
(Name of Contractor)

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.

Authorized Signature

Name

Date

Title

CERTIFICATE OF NON-COLLUSION

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

Signature of Individual, or
Corporation Name

By: _____
Corporate Officer & Title (if applicable)

ATTACHMENT E: Standard Agreement for Technical Services

TOWN OF SUDBURY AGREEMENT FOR TECHNICAL SERVICES

The Town of Sudbury, acting by and through its Town Manager (the "Town") hereby agrees to pay for and _____. (the "Contractor", the term Contractor is hereby used for convenience purposes only) hereby agrees to provide engineering services related to a culvert management program as identified in and reasonably inferable from Contractor's _____ (date) _____ Proposal titled " _____," (the "Services") which was in Response to Request for Proposals from the Town, which services Contractor shall perform in accordance with the following terms and conditions, provided that, except as expressly stated otherwise in said terms and conditions, in the event of any conflict between the following terms and conditions, the former (terms and conditions) shall control.

1. COST OF SERVICES For performance of the Services, the Town shall pay the fixed sum of _____. Any additional services shall be paid on a time and materials basis in accordance with the hourly rates included in Exhibit ____, attached hereto, provided that Contractor shall obtain advance written approval of the Town before commencing such additional services.
2. PAYMENT The Contractor shall submit invoices to the Town on a monthly basis according to the percentage of work completed, and the Town shall make payment within thirty days after receipt of an invoice.
3. TIME The Contractor shall complete performance of its services hereunder on or before _____, unless extended by the Town.

CONTRACTOR RESPONSIBILITIES The Contractor represents that it can and shall perform the services hereunder in a competent and professional manner, as proposed in the Proposal, and in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of the Contractor's profession, as implied by law in Massachusetts. The Contractor shall at all times be acting as an independent contractor and not as an agent for, partner or joint venture with the Town.

4. ASSIGNMENT The rights and obligations of the Contractor hereunder may not be assigned without the written consent of the Town.

5. ENTRY ONTO PROPERTY If performance of the services described in The Proposal requires the Contractor to make entry onto land or other property, the Town hereby grants (for property it owns) or agrees that it has obtained or will exercise reasonable efforts to obtain (for property it does not own) permission to enter such property for the purpose of performing such services. The Contractor hereby agrees that it shall conduct its activities on such property in such a manner as to minimize any damage, disruption or alteration to the site, and shall, so far as is reasonable and consistent with the nature of the activities conducted thereon, restore the site to its condition prior to entry by the Contractor.

6. PROVISION OF INFORMATION AND EXTENT OF LIABILITY The Town shall, upon written request of Contractor, make available to the Contractor all information in its possession which relates to the subject of the services to be performed hereunder. The Town does not warrant the accuracy or completeness of such information; however, unless stated by the Town in writing, the Contractor shall be entitled to reasonably rely upon such information, subject to the following conditions. The Contractor shall be responsible for reviewing the information for any inaccuracies which are apparent upon a view of the site or discrepancies between such information and any materials, measurements, analysis or data prepared independently by the Contractor which concern the same subject matter; and the Contractor shall not be entitled to rely on information which such review shows, or reasonably should have shown, consistent with professional diligence and generally accepted standards of performance in the Contractor's field of practice, to be incorrect. The Contractor shall not be liable to the Town in connection with errors, acts or omissions directly resulting from the Contractor's reasonable and justified reliance, in accordance with the requirements of this paragraph, on information furnished to it by the Town. All information provided to the Contractor by the Town shall remain the property of the Town.

7. HAZARDOUS WASTE OR MATERIALS If the services to be performed hereunder involve the detection, exploration or analysis of hazardous waste or materials or contamination of a site, the following provisions shall apply.
 - a) Provided it acts within the scope of services set forth in the Proposal and in accordance with the other requirements hereunder, including the following provisions of this section, the Contractor shall not be deemed to be, nor have the responsibilities of a generator, handler, treater, storer, transporter or disposer of hazardous waste or materials;
 - b) The Contractor shall comply with all applicable federal, state and local laws and regulations relating to hazardous waste and materials, including, without limitation, the Resource Conservation and Recovery Act of 1976-42 U.S.C. s.6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980-42 U.S.C. s.9601 et

seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act - M.G.L. Ch. 21E;

- c) The Contractor shall not be responsible or liable for any violation by the Town of any of such laws and regulations.

8. DISCOVERY OF TOXIC OR HAZARDOUS WASTE OR MATERIALS If, during the course of performing services hereunder, the Contractor discovers or observes at the site any previously unreported, unknown or unidentified toxic or hazardous waste or materials or substances the Contractor suspects or has reason to believe are toxic or hazardous, the Contractor shall immediately notify the Massachusetts Department of Environmental Protection and the Sudbury Board of Health.

9. UNFORSEEN OCCURRENCES If, during the performance of services hereunder, the Contractor encounters any unforeseen conditions or occurrences, including the discovery of toxic or hazardous waste or materials, which affect the Contractor's performance of services hereunder, the Contractor shall promptly notify the Town. After such notification the:

- a) The Town and Contractor may agree to proceed with completion of the services, with or without an adjustment in the cost therefore; or
- b) The Town and Contractor may agree to modify the scope of services and cost therefore to reflect a reduction of or addition to such services on account of the unforeseen occurrence; or
- c) The Town may terminate this agreement, in which case the Town shall pay the Contractor for all services rendered to the Town prior to such termination.

Election of action pursuant to option a) or b) shall be in writing signed by both parties.

10. FORCE MAJEURE The Contractor shall not be responsible for failure to perform or for delay in performance on account of circumstances beyond its control, including strikes, riots, wars, acts of nature or acts of government preventing performance. In the event of delay in performance on account of such circumstances, the time for performance shall be extended by a period necessary to allow completion; however, the Town may elect to terminate this agreement upon seven days notice in writing if any such delay exceeds twenty-one days or continuation of the delay would result in the Town being unable to meet a requirement of state or local law for action on any matter pending before it within a certain time.

11. TERMINATION

- d) If the Town fails to make payment hereunder when due or fails to comply with any of its responsibilities hereunder, the Contractor may terminate this agreement upon fourteen days written notice.

- e) The Town may terminate this agreement upon seven days written notice if the Contractor fails to comply with any of its responsibilities hereunder, fails to prosecute its work hereunder in a timely fashion or fails to comply with any requirement of law or regulation applicable to this agreement or the services hereunder.
- f) The Town may terminate this agreement at any time upon seven days written notice. If such termination is without the fault of the Contractor, the Town shall pay the Contractor all compensation and reimbursement due to the Contractor up to the date of termination.

12. NOTICE

Notices shall be sent to the Town at:

Beth Suedmeyer, Planning and Community Development
278 Old Sudbury Road
Sudbury, MA 01776

and to the Contractor at:

- 13. OWNERSHIP OF DOCUMENTS All documents and materials of whatever kind prepared by the Contractor and delivered to the Town pursuant to this agreement shall become the property of the Town; provided, that the Contractor may use its copies of such materials for educational or promotional purposes or for required submissions to governmental bodies.
- 14. INDEMNIFICATION The Contractor shall indemnify and save harmless the Town and all of the Town's officers and employees against all costs, damages, suits and claims of liability of every name and nature (including reasonable attorneys' fees) to the extent caused by the negligence acts, errors, or omissions of the Contractor in the performance of this Contract and shall indemnify the Town for any third-party claim arising out of injuries to the Contractor's employees or others performing services for the Contractor. The foregoing is in addition to and not in limitation of any other rights and remedies available to the Town.
- 15. LIMITATION OF LIABILITY Neither party shall be responsible or liable to the other for special, indirect or consequential damages. Notwithstanding the foregoing, the limitation of liability set forth in this or any other provision of this Agreement shall not apply to claims by the Town for indemnification of claims of third parties asserted against the Town for which Contractor is liable.

16. CONTRACTOR INSURANCE The Contractor shall provide a certificate of professional liability coverage in the amount of one million dollars, and a certificate evidencing Contractor's commercial general liability, automobile liability, and workers' compensation insurance. The \$1,000,000 amount of Contractor's professional liability policy shall be the limits of ENGINEER's liability for professional negligence. All liability policies shall be written on an occurrence basis, and shall be primary and non-contributory.

17. AMENDMENT OF AGREEMENT Any amendments to this agreement shall be in writing and signed by both parties.

18. APPLICABLE LAW This agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth. Any litigation arising hereunder shall be brought solely in the state courts of the county in which the Town maintains its principal office.