



AMENDED

PUBLIC NOTICE POSTING REQUEST

OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING: X

DATE: February 10, 2020

TIME: 6:30pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

REQUESTED BY: Kristen L. Forsberg

*Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING***

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:30pm – Public Hearing – FY2020 Community Development Block Grant (CDBG) Application

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. [Town Administrator Report](#)

4. RESIGNATIONS & APPOINTMENTS

- a. [Veterans Services Officer – Jason Main](#)
- b. Development & Inspectional Services Department Assistant

5. OTHER BUSINESS

- a. Final FY20 License Renewals

CV	Families Together, LLC	1601 Main Street, Leicester 01524
CV	Karol's Corner Take-Out	610 Pleasant Street, Rochdale 01542
CV	London's Ice Cream & Sandwich Shoppe	724 Main Street, Cherry Valley 01611
BYOB	Karol's Corner	610 Pleasant Street, Rochdale 01542

- b. \$1,000 Swan Tavern (1 Paxton Street) Donation - Leicester Historical Society
- c. [Statement of Interest – Mass School Building Authority – High School Boiler Replacement](#)
- d. [Construction Administration Contract – Fuss & O'Neill – Waite Pond Dam Replacement Grant](#)
- e. [Design Contract – VHB – Fire & EMS Headquarters Ponds and Drainage](#)
- f. [Conveyance of Property - Lehigh Road - Hillcrest Water District](#)
- g. Police Sergeant Assessment Center Discussion
- h. FY21 Budget Discussion
- i. Set Town Meeting Date, Time and Location for School Building Project Vote
- j. Memorial School Disposition and Fields Discussion

6. MINUTES

- a. [January 27, 2020](#)
- b. Executive Session Minutes of January 15, 2020 and January 27, 2020

7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

- a. Exception #3 – Discuss strategy with respect to litigation (Fire & EMS Headquarters)
- b. Exception #3 – Discuss strategy with respect to collective bargaining (Police Union)

ADJOURN

Town of Leicester

Board of Selectmen Procedure

Public Hearings

1. The Chairperson will read the agenda item and state the time of the public hearing out loud. A public hearing can be held either at the time listed in the published notice (newspaper advertisement) or any time thereafter during the meeting which it is scheduled. The public hearing cannot be held prior to the scheduled time in the published notice.
2. The published public hearing notice shall be read outloud.
3. A Board member shall make a motion to open the public hearing.
4. The motion must be seconded.
5. The applicant shall present their request.
6. Comments from the public (including the applicant or subject of the hearing) will be heard and the Board may ask any questions they deem necessary.
7. Once all comments are heard, a Board member will make a motion to go out of the public hearing.
8. The motion must be seconded.
9. The Board will then have the opportunity to comment and ask additional questions of the applicant/subject of the hearing after the public hearing has closed.
10. A Board member could then offer a motion to approve the request.

TOWN OF LEICESTER

Public Hearing – Monday, February 10, 2020

**6:30 PM Leicester Town Hall
3 Washburn Square, Leicester**

FY 2020 Town of Leicester CDBG Application

The Leicester Select Board will conduct a Public Hearing on February 10, 2020 at 6:30 PM at Leicester Town Hall, 3 Washburn Square, in the Select Board's meeting room. The public is encouraged to attend this hearing to discuss the Town's FY 2020 application to the Massachusetts Department of Housing and Community Development for up to \$800,000 in Community Development Block Grant funds. In the event the Select Board's February 10 is cancelled due to inclement weather or for another reason, the hearing will be held on February 24 at the same time.

The Town of Leicester seeks public input on potential grant-funded projects. Potential projects currently under consideration for the application currently include 1) housing rehabilitation assistance for eligible low-to-moderate income residents; 2) engineering design for architectural barrier removal at Russell Memorial Park to improve access for disabled persons; and 3) engineering design for infrastructure improvements in an area of Cherry Valley including Locust Street and/or McCarthy Avenue and adjacent areas. These projects were identified as priorities that are consistent with Leicester's community planning.

All persons with questions or comments regarding the grant application will have an opportunity to be heard. Those unable to attend may send written comments to the Leicester Select Board, 3 Washburn Square, Leicester, MA 01524, Attn: David Genereux, Town Administrator. If awarded, the Central Massachusetts Planning Commission (CMRPC) will assist the Town with grant implementation and administration.

The Select Board's meeting room in Leicester Town Hall is handicapped accessible. Persons who require special accommodations to attend the public meeting should contact the Town at (508) 892-7000 several days prior to the hearing. For further information, contact Andrew Loew at CMRPC at (508) 459-3339 or aloew@cmrpc.org.

Leicester Select Board
January 24, 2020



1 Mercantile Street – Suite 520
Worcester, MA 01608
508.756.7717 P
508.792.6818 F
www.cmrpc.org

Feb. 5, 2020

Leicester Select Board
3 Washburn Square
Leicester, MA 01524

Members of the Board:

Attached are materials in preparation for the community development public hearing scheduled as part of the Select Board's February 10, 2020 meeting:

- Hearing handout w/ program and project summary
- Preliminary application budget
- Hearing notice

This hearing is a required element of the Town's proposed FY 2020 Community Development Block Grant (CDBG) application, due March 6.

There are three proposed activities described in the attached materials – these are the activities that were published in the hearing notice. Two of these, the housing rehabilitation program and the design project for ADA improvements at Russell Memorial Park, are developing as planned by Leicester's Community Development Advisory Committee. The proposed infrastructure design project for a part of Cherry Valley has been more challenging. One of the initial areas examined (McCarthy Avenue) did not meet the eligibility survey requirements for this grant program. A portion of the nearby Locust Street/Sargent Street area was found to be eligible. However, it was recently confirmed that the eligible area is not currently indicated for water or sewer improvements per Cherry Valley-Rochdale Water-Sewer District plans, nor was there much response to outreach efforts (notices to residents, door-to-door outreach, discussion at the Cherry Valley-Rochdale Water Commission, etc.) intended to identify needs noted by project area residents.

While I believe the Locust Street activity would be beneficial if funded, I am concerned that the relative lack of evidence currently available to show a compelling need for this specific project could substantially hinder the application's score under the CDBG scoring criteria. Having consulted the CD Advisory Committee at its 2/3/20 meeting, it is my recommendation that the Town consider foregoing this activity in the current CDBG application so infrastructure improvements in this area of Cherry Valley can be approached differently in a future application, and/or through a different program. I have discussed this matter with Town and Cherry Valley-Rochdale District staff and believe there are alternatives that could better serve area residents.

If you have questions or require additional information, please do not hesitate to contact me.

Sincerely,

Andrew Loew, Project Manager
(508) 459-3339 or aloew@cmrpc.org

Town of Leicester

FY2020 Community Development Program: Application Public Hearing, 2/10/20

Purpose of the public hearing

- Public presentation and discussion of the FY2020 CDBG grant application
- Board of Selectmen votes to authorize submission of the application (by CMRPC on Town's behalf)

Program Background

- Community Development Block Grant (CDBG), funded by US Dept. of Housing & Urban Development
 - Projects must serve primarily low- to moderate-income beneficiaries or eliminate 'blight'
- Administered for communities below ~50,000 population by the Massachusetts Department of Housing and Community Development
- Awards limited to \$800,000; the 2-year limit per community is \$1.35 mil
- Competitive grant program with 18-month performance period

Project selection process

- Leicester's CDBG Advisory Committee held 4 meetings this fall/winter; other meetings included Cherry-Valley Rochdale Water Commission, housing outreach event at Leicester Senior Center, and upcoming Parks and Recreation Committee meeting. Based on these meetings and existing community plans, local knowledge, CDBG program rules, and public input, three potential projects have been developed for the application.
- Other outreach has included:
 - Community Development Strategy as part of last application
 - Social media and website posts
 - Media coverage
 - Advertised public hearing tonight

What projects are being considered for the application?

- Housing Rehabilitation Program: Assistance for eligible low-to-moderate income homeowners to make code-mandated repairs and other home improvements; implemented by PVPC. Program assistance goal of appx. 7 housing units. **Budget: \$234,500 (appx.)**
- Russell Memorial Park Accessibility Project (Design): Design of future improvements to remove architectural barriers to disabled access at the park. **Budget: \$70,150 (appx.)**
- Locust Street Improvement Project (Design): Assessment and design of future public works improvements (primarily drainage and roadway) serving a residential area on Locust Street and vicinity in Cherry Valley. **Budget: \$61,000 (appx.)**
- Grant administration: **Budget: \$50,000 (appx.)**
Total Budget: **\$415,650 (appx.)**

Application Timing

- Application due date: March 6, 2020
- Award announcement date: mid/late Summer 2020

Request for vote

- Proposed motion: *To support and approve the submission of an FY20 CDBG application as discussed today (with allowance for minor budget or program adjustments as needed), and to authorize the Chair and CFO to sign all documents required for the application.*

Residents or others with questions should contact Andrew Loew of the Central Massachusetts Regional Planning Commission at (508) 459-3339 or Kristen Forsberg, Ass't to Town Administrator, at (508) 892-7077.

FY20 Leicester CDBG Program Budget

Preliminary Budget

for 2/10/20

Activity	Description	COST
Housing Rehabilitation Program	# of Units Housing rehab, project delivery, relocation & misc. expenses 7 at approximately \$28000 per unit (plus \$5,500 delivery ea.)	
		196,000
		Project Delivery 38,500
	Total project cost & delivery	234,500
McCarthy/Locust Design Project	Engineering Consultant	55,000
		Project Delivery 6,000
		Total project cost & delivery 61,000
Russell Memorial Park Accessibility Design Project	Engineering/Architectural Consultant	63,150
		Project Delivery 7,000
		Total project cost & delivery 70,150
Activities Subtotal		365,650
General Administration		50,000
Total Program Costs		\$415,650

Application Maximum	800,000	1-year
	1.35 mil	2-year funding



Town of Leicester

OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

February 6, 2020

To: Select Board

From: David Genereux, Town Administrator

RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through February 6, 2020,

Citizen issues: Topics discussed with various citizens.

- ☐ Dealt with a telephone complaint from a contractor regarding the Building Inspector. The complainant, who declined to give his name, or the address of the affected property, claimed that the Inspector walked into a home, stating that the workers who were painting walls and sanding floors were doing so without a permit. It was later determined that the house had been fully gutted and rehabilitated without permits being obtained. The Building Inspector has issued a stop work order on the property until the situation is rectified.
- ☐ There is also a complaint regarding a large metal storage shed being cited by the Building Inspector. It has been said that the shed started out as a canopy in 2012 and that walls were added to it only lately. The Inspector has photos showing the canopy being removed at some point, with a new structure installed during the past year. No permits were pulled. There also may be an issue with the structure being too close to the property. The Inspector is working to resolve this issue as well.

Meetings:

- ☐ Attended an IAC meeting at which the Committee elected to stay with NFP, our current insurance broker for the next year. The Committee also endorsed lowered premiums and plan design changes for the FY21 plan year, which was offered by Fallon due to our improving claims experience.
- ☐ Attended School Building Committee meeting. Discussion centered around the final project scope and budget, which is expected to be voted on by the Building Committee on February 6. There was also discussion concerning the timing of the meeting at which the warrant article for the school will be placed, which is leading to the topic being listed on the agenda.
- ☐ Attended a Capital Committee meeting. Initial ranking of FY 2021 capital items was discussed. Capital will next be meeting on March 4.
- ☐ Attended the auction for the old center fire station on January 29th. As the Board is aware, we received \$140,000 for the parcel.
- ☐ Attended a CDBG meeting with Andrew Loew. A new lottery for home repair for individuals meeting federal qualifications will be moving forward shortly.

Activities:

- ☐ Completed first new formatted draft of the FY 2021 Budget. It was emailed to the Board, Finance Advisory Board, Capital Committee, and department heads on Wednesday, February 5, 2020. It will be presented and discussed at the February 8th joint meeting.
- ☐ Continued discussions with the School Administration about expanded services that may be shared.
- ☐ Working on final reconciliation of the Library construction project. Closing documents have been

submitted, and we are expecting our final payment of \$923,305 within the next week or so.

- Finalized our recruitment for the Veteran's Service Officer. 4 qualified candidates were interviewed, but we believe that the recommended candidate is the most qualified.
- Discussed project planning for the replacement of Waite Pond Dam. As the Board will recall, we have received a million-dollar grant to aid in this task. \$388,000 will have to be raised at the Spring Town Meeting to fund our local share. Fuss and O'Neil are working on the full scope of services for the project. I am writing the bid spec. We are hopeful in getting an IFB out in March.
- Worked with Debra Beavin to get access to the Federal funds available through the Economic Development Administration.
- Spoke with a party interested in purchasing the Memorial School building. As we know, it is problematic, as the fields sit on a parcel of land that was NOT included in the article for release by Town Meeting last year. They would prefer to eventually obtain the fields parcel as well, but they are willing to submit a proposal on the school parcel to start.
- Worked with the Treasurer to start a lock box program for excise tax bills. Bills will be sent with envelopes that have the address of the lock box processor. Payments mailed there will be processed electronically the same day they are received. A payment file will be updated in VADAR daily, which will update the system with all processed payments. This will allow for better use of staff time. I expect that the first-year cost of the excise tax processing will be under \$4,000. We are planning on looking whether we should expand the processing to real estate and personal property effective July 1.
- Continued union negotiations with Police and Fire unions. Police union is ready for Select Board review. Fire is in the opening stages.
- Completed agreement for regional accounting services between the Town and Spencer. The agreement will be before the Board at its February 24th meeting.
- Began the process for finding an architect for the Hillcrest property.
- Worked on finding a new employee for DIS. Four interviews were held. We had a number of good candidates, but we are unsure, as of this writing whether we will have a candidate for appointment on Monday night.

Please feel free to contact me with any questions or concerns.

Jason M Main

January 23rd, 2020

Hello,

I am excited to be applying for the position of Veteran Service Officer for the town of Leicester. As a 26 Year Navy chief I have had the honor of handling, triaging and escalating issues our service members and their family's face daily. As a co-founder and president of a veteran's non-profit for 10 year I have developed a great network of community-based organizations geared to assist veterans and their families. My position as a Program Manager makes me able to handle multiple issues simultaneously to a successful result. As the vice chair at my company for the veteran's employee resource group (was one of the founding members) I handle issues and questions raised from our veterans and their families daily. As I have a very flexible work life balance, I feel I could manage the time required for this position and give it the attention our veterans deserve. I feel these core experiences make me more than qualified for this position. Thank you for your consideration.

Sincerely,

Jason M Main

PROFESIONAL SUMMARY

Proven leader over an award-winning U.S. Navy Career serving as team leader, technical expert, and program/project manager. Assembled, directed, trained and motivated a diverse, multi-national, cross-disciplinary team of 10 to 200+ people. Adept at developing plans, diagnosing and resolving issues, analyzing and acting upon data, assessing risks and working collaboratively to meet mission/project objectives on budget and on time.

CORE ATTRIBUTES

Large-Scale Training Expertise –Project Management – Program Management –Security Consulting - Negotiation –
Employee Development
Exceeding Targets - Extensive Global Experience-Collaborative- Team player- Problem Solver

EXPERIENCE

FROM: 2017 – TO: PRESENT **PROGRAM MANAGER – AKAMAI TECHNOLOGY**

Led the compliance program to move our customer facing portal from on-prem to the cloud. Managed a team of 10 personnel in the review, re-write and audit of over 350 control items and engineering deliverables for on-time delivery to the federal government for review. Managing over 1,000,000 lines of code for vulnerabilities and compliance.

Led a direct team of 6 Engineers and QA Specialists in compliance reviews and audits such as HIPPA, GDPR, PCI SOX2 SOC2 FedRAMP certification, Other Federal Certifications, Platform Security and all customer pen testing efforts.

Founding member of the Veterans Employee Resource Group which empowers and encourages inclusion in the company for all veteran and supporters. Conducted training lectures for Human Resource in reading a veteran resume and Best recruiting practices for hiring veterans.

Generated an increase of 50% across all programs leading to a more secure platform for our customers, clients and internal users.

Personally, re-vamped the use of tooling scanning for vulnerabilities increasing our detection by 50%, notification by 80% and decreasing our exposure to outside attacks by 80%

Led the restructure and re-launch of the vulnerability management policy and procedures for our customer facing portal.

Hand selected by leadership to lead our compliance efforts for our cloud migration. This is the largest effort inside our business unit. Currently leading the largest compliance undertaking for the Portal's move to the cloud.

Selected by the Executive team to program manage the portal's involvement in the executive vulnerability management process and policy. This is a multi-year program to make Akamai a safer more secure company.

FROM: 2014 – TO: 2016
PROGRAM MANAGER (DIVISION SUPERVISOR), U.S. NAVY

Led a direct team of 40 in organizational security and policing activities for 1,200 people involved in the largest humanitarian effort in Southeast Asia for the floating hospital, the USNS Mercy.

Generated an increase of 35% across all quality measures in an organizational turnaround effort, leading a failing organization to be recognized for 100% perfect scores via program management.

Personally, negotiated access for the first boat up any river and first helipad operation in Vietnam since the Vietnam War through meticulous coordination with the Secretary of Defense for Vietnam.

Addressed underperformers despite complex exit process, including relieving senior commander.

Produced 0 loss, leakage or damage, returning \$7MM in equipment in better condition than issued.

Achieved record-setting “0 incidents” while designing and implementing successful security elements of the 10 country Pacific Partnership for 2015 and 2016. First achievement of this level in 10 years.

As Lead Planner, expanded multinational natural disaster response plan to include law enforcement and security elements through facilitation and coordination across 15 countries.

Increased division security response efficiency by 25% and facilitated small-team entry of previously untouchable situations through strategic use of data-analytics.

Successfully deployed all plans and teams with the lowest-ever budget through lean principles.

FROM: 2011 – TO: 2014
MANAGER – SECURITY & PROGRAMS, US NAVY SUBMARINE BASE, KING’S BAY, GA

Oversaw security and improvement programs for 134 police officers in support of 250 technical and non-technical personnel, including inter-agency projects, training, and certifications.

Improved department-wide response times by 25% by introducing data analytics to anticipate needs and strategically position teams and resources according to projections from crime data models.

Increased involvement across the region by 20% by fostering a partnership for military and non-military units to work jointly, leveraging scenario-based drills for integration. Principals are still in place today.

Achieved top marks (98%) on all key metrics over two-year period through a comprehensive communications plan, including skip-level involvement, mentorship, and organizational alignment.

Optimized \$1.2MM budget, increasing efficiency by 15% with 0 loss/leakage and 100% allocation.

Improved security posture of the base by 50% and productivity 20% through implementation of innovative x-ray system for vehicles entering premises, with zero incremental budget impact.

Ensured 100% of personnel and equipment was appropriately allocated for maximum impact.

FROM: 2009 – TO: 2011
PROGRAM MANAGER – US NAVY – USS STEPHEN W. GROVES, ATLANTIC FLEET

Developed and implemented comprehensive procedures for 210 people manning a multimillion-dollar warship, leading to top honors for the guided-missile frigate USS Stephen W. Groves, Atlantic Fleet.

Achieved top marks, leading to US Senate floor recognition for my team, through the development and implementation of the operations for ship compliance with the UN Security Council embargo.

Earned a 95% overall evaluation, among highest in the Navy, through the design and rollout of comprehensive training plans, ensuring the safety and security of 210 people with 0 incidents.

Awarded the Navy Achievement Medal for successfully implementing 100 standards, including all training curricula, leading to a ship-wide knowledge retention rate of 85%.

FROM: 2005 – TO: 2009

PROGRAM MANAGER – NAVAL SPECIAL WARFARE GROUP TWO, WORLDWIDE

Led 100 personnel in orchestration of productivity programs and management system enhancements.

Increased productivity 20% and accuracy 80% by developing an award-winning process for collecting critical intelligence data in a hostile environment, now leveraged by Navy SEAL teams.

Achieved promotion rate of 50% (+20%) for team members by analyzing and overhauling training programs according to personnel assessment gaps and providing knowledge base to address gaps.

EDUCATION

SEP 2018-JUNE 2020

MASTERS BUSINESS ADMINISTRATION, FRAMINGHAM STATE UNIVERSITY

GPA: 3.50 out of 4.0

SEP 2010-JUNE 2014

BACHOLORS CRIMINAL JUSTICE ADMINISTRATION, COLUMBIA SOUTHERN UNIVERSITY

GPA: 3.25 out of 4.0

NON-PROFIT ACTIVITIES

Founder – Friends Never Forget/ Operation Camp – a non-profit organization sponsoring summer camps for children of fallen service men and women across the United States since 2010. We have raised over \$200,000 in nine years with .90 cents of every dollar going right back to our mission.

Member of the Boston Veterans Collaborative- a group of Non-Profit organizations that meets quarterly to discuss current veteran issues and services available to the greater Boston area for veterans.

AWARDS & RECOGNITION

That Deserves a Crown award from the New England Patriots for outstanding volunteerism.

Joint Meritorious Commendation Medal – two-time recipient – for meritorious achievement in senior service on joint military staff – achieved 18% increase in productivity for the organization.

Navy Commendation Medal – for sustained performance or achievement of a superlative nature.

Navy Achievement Medal – five-time recipient - for performance of a superlative nature.

US Senate Floor Recognition – For outstanding achievement countering pirates off Somalian coast.

Senior Sailor of the Year – Kings Bay Naval Base – recognized for excellence out of 1,200 sailors.



Leicester Public Schools

KNOWLEDGE • SKILLS • CHARACTER

Marilyn Tencza, Ed. D., Superintendent

3 Washburn Square, Leicester, MA 01524

P. 508.892.7040 F. 508-892-7063

www.lpsma.net



To: Members of the Select Board

From: Dr. Marilyn Tencza, Superintendent of Schools

RE: MSBA Statement of Interest: High School Boilers

Date: February 4, 2020

In an effort to address ongoing issues with the boilers at Leicester High School, the District is proposing submitting a Statement of Interest (SOI) to Massachusetts' School Building Authority (MSBA) for consideration of an Accelerated Repair Program (ARP), as the process may take several years through multiple application attempts.

In FY2020, the repair costs to the boilers at the high school have increased drastically over the last three years. In addition to preventative maintenance costs (\$4,200), the boiler repair costs to date have been approximately \$7,000; further expenses are anticipated, as there were additional boiler issues this week.

In addition to the rising expenses, the Johnson Roberts Associates Inc. assessment report from August 2014 states in part:

- The boiler system presently installed is original to the building and is currently in poor operating condition. Controllability of the present system utilizes pneumatic controls with direct digital control interfacing which should be upgraded to achieve better efficiencies and to reduce energy consumption. (L#45308/Page 1/August 22, 2014)
- The boilers themselves are showing signs of future failures, there is currently wear and tear, corrosion and signs of leakage in-between the cast iron sections. (L#45308/Page 1/August 22, 2014)
- Priority #3 – Long Term:
 - Provide new high efficiency condensing boilers. (L#45308/Page 7/August 22, 2014)

The criteria for submission of the SOI is inclusive of the following:

- The boilers are more than twenty-five years old (installation before 1996)
- The proposed project cost is more than \$250,000
- The District is not considering the facility for potential consolidation
- An SOI should only be filed for a facility where a district has the ability to fund a schematic design within nine months (September 2020) of the SOI submission and a total project budget within 18 months (June 2021) of the submission

I wish to seek approval from the Select Board to pursue a Statement of Interest (SOI) for the boilers at Leicester High School. I have discussed my proposal with the Committee at their meeting held on Monday, February 3, 2020 and have requested the same approval from the School Committee at their next meeting on Tuesday, February 11, 2020. The deadline to submit the SOI is Friday, February 14, 2020.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only.

**Current votes for each SOI submission are required.*

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on February 10, 2020, prior to the SOI submission closing date, the Select Board of Leicester, in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated February 13, 2020 for the Leicester High School located at 174 Paxton Street, Leicester, MA 01524 which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future; replacement of two Burnham 3099 MBH oil fired cast iron boilers, installed at the time of the construction of the school in 1995, and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the Town to filing an application for funding with the Massachusetts School Building Authority.

DOCUMENTATION OF VOTE

Documentation of each vote must be submitted **in hard copy** to the MSBA as follows:

- 1) For the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body, a copy of the text of the vote must be submitted **with a certification** of the City/Town Clerk that the vote was duly recorded and the date of the vote must be provided.
- 2) For the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted **with the original signature** of the Committee Chairperson.



FUSS & O'NEILL

January 28, 2020

Mr. David Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524

RE: Proposal for Construction Administration Services
Waite Pond Dam, Leicester, Massachusetts – Dam No. MA00987

Dear Mr. Genereux:

Fuss & O'Neill is pleased to submit this proposal at your request to provide engineering services to assist the Town of Leicester (the Town) with professional services for the proposed repairs to Waite Pond Dam. This scope of services provides technical assistance during the project's final structural design, bidding, and construction phases.

Scope of Services

1. Final Design

We will update the approved permit-level project specifications and drawings to be suitable for bidding at the construction level. This task will consist of adding structural reinforcement to the concrete structures and footings. Draft technical specifications prepared as part the previous phase will be updated, if required.

2. Bid Services

- **Project Manual:** We will prepare a bid form and construction contract documents using a standard contract supplied by the Town. We will update the Town's standard contract by inserting project specific information and appending plans and technical specification. The compiled documents will be referred to here as the Project Manual.

We will participate in a conference call meeting with the Town to review the draft Project Manual and address questions. The Project Manual will then be finalized addressing the Town's comments following the conference call. We understand the Town will bid the project electronically. We will prepare two (2) hard copy sets of final bid documents for the Town's use, and an electronic copy for bidding purposes.

317 Iron Horse Way
Suite 204
Providence, RI
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t 401.861.3070
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www.fando.com

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Mr. David Genereux

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- Pre-bid Meeting: We will conduct a mandatory pre-bid meeting with prospective bidders and the Town to review project conditions, the scope of work, permit requirements, and answer bidder questions. We will conduct a site walkover as part of this meeting. We will prepare a pre-bid meeting agenda and will develop meeting notes for the pre-bid meeting. The pre-bid meeting notes will be incorporated into an addenda.
- Addenda: We will prepare up to two (2) addenda to provide clarifications and answer questions that arise during the pre-bid meeting or received by email during the time period for questions that is advertised in the bid notice. The addenda will include the questions or items discussed during the pre-bid meeting. Addenda will be transmitted electronically to the Town in PDF format.
- Bid Review and Recommendation Letter: We will review and tabulate the tendered bids. The apparent low bidder will be evaluated to confirm qualifications and financial standing to complete the project. We will contact references provided in the bid by the contractor for similar projects. We will prepare a letter of recommendation letter summarizing our evaluation.

3. Construction Administration Services

This task consists of providing construction administration services and includes the following tasks for duration of the anticipated 180-calendar day construction period beginning on the date on which the Notice to Proceed is issued by the Town to the contractor.

- Construction Documentation: This proposal includes site visits by Fuss & O'Neill's field representative to observe the construction work on a part-time basis (see Task 4 below). Site visits will also be made by Fuss & O'Neill's structural and geotechnical engineers to observe specialized aspects of the construction.
- Meetings: A pre-construction meeting and progress meetings with the Town and the Contractor will be conducted at the site to observe the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. We will attend a total of 20 meetings and will prepare and transmit meeting notes to the meeting participants by e-mail in PDF format. We assume that progress meetings will not be required following Substantial Completion, as these activities will be performed as punch list items.
- Submittals and Documents: Review and take appropriate action on submitted Shop Drawings and samples, and results of tests, inspections, and other data that each

Mr. David Genereux

January 28, 2020

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Contractor is required to submit. Our review will be limited to determining conformance with the design of the Project and compliance with the information given in the Contract Documents. Receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the Contractor in accordance with the Contract Documents. We will develop a submittal log to track the submittals owed and made by the Contractor to determine compliance with the Contract Documents. A total of 74 hours of effort will be provided under this scope.

- Interpretations and Clarifications: Issue necessary interpretations (if any) and clarification of the Contract Documents, prepare field orders or change orders addressing minor changes in the contract requirements, and attend related conference calls with the Contractor and the Town. This work is limited to a reasonable effort for minor construction issues and does not include additional effort that may be needed to resolve significant issues or disputes with the Contractor. A total of 57 hours of effort will be provided under this scope.
- Applications for Payment: Based on Fuss & O'Neill's observations and progress of the construction work, we will review the Contractor's applications for payment to determine the amounts owed to Contractor and recommend, in writing, payments to Contractor in such amounts. The recommendations of payment will constitute a representation to the Town, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Fuss & O'Neill's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents. This task includes the review of seven (7) applications for payment, but does not include additional time that may be necessary if the Contractor fails to submit complete, accurate applications that include all required documentation.
- Substantial Completion Inspection: Conduct one (1) substantial completion inspection to determine if the Project is substantially complete and if the work has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of their obligations thereunder so that Fuss & O'Neill may recommend, in writing, final payment and give written notice to the Town and the Contractor that the work is acceptable. We will prepare a punch list of remaining items to be addressed for final completion for issuance with a Certificate of Substantial Completion.
- Final Completion Inspection: Conduct one (1) final completion inspection to determine if punch list items from the substantial completion inspection have been addressed and

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confirm that the work has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations thereunder so that Fuss & O'Neill may recommend, in writing, final payment to the Contractor and may give written notice to the Town and the Contractor that the work is acceptable by issuance of a final completion notice letter.

4. Part-Time Field Representation

A part-time field representative will conduct inspections to provide reports on progress of the work, on the Contractor's compliance or non-compliance with the contract terms through on-site observation of the work, and review Contractor's survey work for delineation of constructed items and quantification of measured units in support of recommendations for payment to the Contractor. Fuss & O'Neill shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of Contractor(s), but shall not knowingly allow any unsafe methods without notifying the Contractor of same. This proposal includes providing an on-site field representative for up to 25 days, with an assumed time onsite of five (5) hours per visit. A total of 274 hours of effort will be provided under this scope. Work requiring field representation outside of the periods and time budget proposed above may be provided on a time and materials basis under a supplemental agreement with the Town.

The following 25 inspections are covered in this proposal:

- Cofferdam installation following water drawdown
- Left spillway wall footing excavation subgrade
- Right spillway wall footing excavation subgrade
- Spillway slab excavation and subgrade preparation (2)
- Footing and wall reinforcement (5)
- Spillway low level outlet gate structure reinforcement
- Shear key bedrock excavation
- Ductile iron pipe/concrete cradle installation-through dam
- Concrete headwall subgrade
- Ductile Iron pipe/concrete cradle installation-upstream section
- Embankment Backfilling (3)
- Toe Drain Construction (2)
- Rip Rap Placement
- Additional hold points as needed and agreed to with the Town (7)

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Following each visit, the field representative will prepare a field observation form that includes pertinent information, including a summary of the activities observed, conformance to the Contract Documents, and issues and remedial actions to be taken by the Contractor.

5. Close Out Documents

Prepare copies of Contractor's project closeout documents into packaged binders including record drawings and photographs, in print and electronic CADD format, and daily observation reports maintained by the resident representative. Record drawings will be provided by Contractor and will be incorporated into project closeout binders. Two (2) paper copies of the binders and record documents as well as electronic copies (on 2 CD's) in PDF format, full-sized paper copies (2 sets) of record drawings will be provided to the Town.

Fuss & O'Neill will prepare and submit a Phase I Inspection report to the Office of Dam Safety (ODS) as required by the Chapter 253 Dam Safety Permit in accordance with the inspection template available on the ODS website. The report will be prepared based on a visual inspection of the condition of the dam at the time of the final completion inspection.

6. Operation and Maintenance Manual

We will develop an Operation and Maintenance Manual (O&M) for the dam incorporating the Town's Standard Operating Procedures. An example format of the O&M will be reviewed with the Town in order to determine how appropriate information is to be presented.

Existing practices and procedures, as documented in existing O&M plans or other similar documents (e.g., mowing schedules, methods, inspection, and maintenance methods) will be provided by the Town for review. Interviews with appropriate staff will be conducted to obtain other required information to be incorporated into the plan. No additional drawings, field assessments or other graphics will be incorporated into the plan except as otherwise developed under other tasks above.

Two copies of the final plan and an electronic copy in PDF format will be provided to the Town. An electronic copy of the final plan will be transmitted to ODS via email or the ODS file transfer site.

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7. Maintenance and Emergency Preparedness Planning

Fuss & O'Neill will conduct a two-hour meeting with municipal staff involved in the routine maintenance and emergency response at the dam. We assume that the meeting will be conducted at a Town office followed by a walkthrough at the dam. The purpose of the meeting is to review the routine maintenance outlined in the Operations and Maintenance Manual and emergency response in the event that a dam safety concern develops.

We will discuss our recommendations on periodic inspections that they should undertake at the dam during the refilling of the pond and during the first year after completion of construction. Meeting notes including the recommendations will be transmitted to the Town in electronic PDF format.

Assumptions

- The construction period includes 180 calendar days to substantial completion and 210 days to final completion.
- Periods of adverse weather that impact the construction schedule or failure by the contractor to complete the work within the assumed construction period could increase the duration of construction. Should additional construction administration services be required beyond the assumed duration, they will be provided by a supplemental agreement with the Town.
- The field representative will be permitted use of the common field office, as indicated in the Project Specifications. A desk and Wi-Fi internet access shall be provided to the field representative by the Contractor or the Town.
- The Town will permit budget to be re-allocated from time and materials tasks that required additional effort than what was budgeted to other time and materials tasks that were completed under budget. Re-allocation would only occur with expressed authorization.
- Fuss & O'Neill shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s), but shall not knowingly allow any unsafe methods without notifying the Contractor of same.
- Fuss & O'Neill shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees or any other persons (except Fuss & O'Neill 's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained herein shall be construed to release Fuss & O'Neill from liability for failure to perform properly duties

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undertaken by Fuss & O'Neill in the Contract Documents. Fuss & O'Neill will take reasonable steps to ensure that Contractor(s), subcontractor(s) and their agents comply with the Contract Documents.

- The Town will provide personnel to oversee the daily progress of the Contractor.
- Additional meetings, site inspections or other support services not covered by this proposal will be provided by a supplemental agreement with the Town.

Schedule

Task 1 will commence within approximately two (2) weeks of authorization and be completed within approximately six (6) weeks of authorization. We expect that the Town will solicit bids for the project in the spring of 2020. Construction will begin upon issuance of a Notice to Proceed to the Construction Contractor by the Town and will continue through completion of construction. We expect that construction will begin in the Summer/Fall of 2020 and that there will be no winter shutdown. If the construction ends after the specified planting season, there may be a requirement to return in the spring of 2021 to assure that vegetation has established properly. Tasks 7 and 8 will be completed following construction.

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Fees

Fuss & O'Neill proposes to provide services for Tasks 1, 2, and 5 through 7 on a lump sum basis. We propose to provide services for Tasks 3 and 4 on a time and materials basis based on the hourly rates outlined in the attached Project Budget Matrix, in accordance with the attached General Terms and Conditions. A budget summary is included in the following table:

Task	Fee
1. Final Design	\$ 12,655
2. Bid Services	\$ 16,540
3. Construction Administration Services	
a. Construction Documentation	\$ 11,645
b. Meetings	\$ 26,620
c. Submittals and Documents	\$ 10,570
d. Interpretations and Clarifications	\$ 9,465
e. Applications for Payment	\$ 3,670
f. Substantial Completion Inspection	\$ 3,150
g. Final Completion Inspection	\$ 3,475
4. Part -Time Field Representation	\$ 39,525
5. Close Out Documentation	\$ 9,375
6. Operation and Maintenance Manual	\$ 5,620
7. Maintenance and Emergency Preparedness Planning	\$ 2,555
Total Budget	\$ 154,865



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General Terms and Conditions

This work will be performed in accordance with the attached General Terms and Conditions dated February 3, 2020. Receipt of a signed authorization to proceed, enclosed with this proposal, or issuance of a purchase order referencing this proposal, will serve to authorize the work outlined in the Scope of Services.

Sincerely,

Andrea C. Judge, PE
Project Manager

Shawn M Martin, PE
Vice President | Office Manager

/rlz

Attachment: Authorization to Proceed
 General Terms and Conditions
 Rate Schedule

Authorization to Proceed

Andrea C. Judge, P.E.
Fuss & O'Neill
317 Iron Horse Way, Suite 204
Providence, RI 02908

RE: Proposal for Construction Administration Services
Waite Pond Dam, Leicester, Massachusetts – Dam No. MA00987

Budget: \$ 154,865

Dear Ms. Judge:

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated January 28, 2020.

Printed Name

Date

Signature

Title

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Leicester, Massachusetts (Client) and Fuss & O'Neill, Inc. (Consultant) dated January 27, 2020 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information

as to Client's requirements for the Project,

- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development,

construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If

prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or

controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or

judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with

respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly disclaims any and all other warranties, whether

express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH

transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program,

implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

19.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

20.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any

exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

21.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

22.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

23.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other

intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

24.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

2020 BILLING RATE SCHEDULE

LABOR CATEGORY	HOURLY RATE
Researcher, Clerical	\$ 80
Project Accountant	\$ 90
CAD, Survey, Technician I	\$ 95
CAD, Survey, Technician II	\$ 100
CAD, Survey, Technician III	\$ 105
Engineer, Scientist, Analyst I	\$ 115
Engineer, Scientist, Analyst II	\$ 125
Engineer, Scientist, Analyst III	\$ 140
Senior Engineer, Scientist, Analyst I	\$ 155
Senior Engineer, Scientist, Analyst II	\$ 170
Senior Engineer, Scientist, Analyst III	\$ 185
Associate	\$ 195
Officer	\$ 200
Senior Officer	\$ 200

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$0.35/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.25/Sq.Ft.
Inkjet Plotter Monochrome	\$0.25/Sq.Ft.
Color Plotting	\$1.00/Sq.Ft.
Inkjet Mylar	\$2.50/Sq.Ft.
Binding Materials	At Cost
Payment Processing (e.g. debit or credit card)	3% fee



2020 FIELD EQUIPMENT RATE SCHEDULE

FIELD EQUIPMENT	DAILY RATE (unless otherwise noted)
Air Sampling Pumps	\$ 15
All Terrain Vehicle	\$ 100
Bladder Pumps	\$ 25
Boat	\$ 50
Combustible Gas Indicator (CGI)	\$ 110
Concrete Coring Machine	\$ 250
Cone Penetrometer	\$ 25
Dissolved Oxygen/Temp/pH Meter (YSI-30)	\$ 15
Generators	\$ 50
Hammer Drill	\$ 50
Hand Auger	\$ 25
Hydrogen Sulfide Sensor & Data Logger	\$ 206 per week
IAQ Meter	\$ 80
Interface Probe	\$ 25
Infiltrometer	\$ 25
Low Flow Controller	\$ 50
Metal Detector	\$ 25
Moisture Meter	\$ 80
Mold Air Pump	\$ 15
Multimeters (YSI-600)	\$ 85
Confined Space Meter (Multi-Gas Meter)	\$ 30
Particulate Monitor	\$ 155
Peristaltic Pumps	\$ 20
Petro Flag Sample	\$ 25
Photoionization Detector (OVM/PID)	\$ 75
Soil Gas Sampling Equipment	\$ 100
Soil/Sediment VOC Supplies (Terra Core)	\$ 2 per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10 per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$ 260
Survey Levels	\$ 30
Survey GPS Submeter Receiver	\$ 50
Survey GPS VRS Subcentimeter	\$ 100
Survey Robotic Total Station	\$ 100
Total Organic Vapor Analyzer	\$ 65
Tracer Dye Flow Dilution Equipment	\$ 1,600
Transit Time Flowmeter	\$ 130 per day \$ 520 per week \$ 1,706 per month
Turbidity Meters	\$ 15
Water Level Indicator	\$ 15
XRF	\$ 250



Phone 508.752.1001

Fax 508.459.0877

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Engineers | Scientists | Planners | Designers

120 Front Street

Suite 500

Worcester, MA 01608

Client Authorization

☐ New Contract:

Date: February 5, 2020

☒ Amendment No.: 2

Project No.: 14751.00

Project Name: Leicester Stormwater Basin Engineering Review – Amendment No. 2

		Cost Estimate	
		Amendment	Contract Total
To:	David A. Genereux Town Administrator Town of Leicester 3 Washburn Square Leicester, MA 01524	Labor: \$72,120	\$97,820
		TOTAL: \$72,120	\$97,820
E-mail:	genereuxd@leicesterma.org	<input checked="" type="checkbox"/> Lump Sum	<input type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Lump Sum + Expenses	
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
Phone No: 508.892.7000		Estimated Date of Completion: See Narrative	

Project Description

VHB has been performing third party engineering review services for the Town of Leicester (The Client) regarding their Fire Station and EMS Project located at 3 Paxton Street. The Client has requested additional services which are included in this amendment.

As the extent of remediation required was unknown during preparation of VHB's initial scope, the initial scope included Tasks 6 and 7 to prepare design sketches for remedial action to restore infiltration capacity to the existing stormwater basins. VHB indicated that if field investigation determined that on-site soils are unsuitable for infiltration or that the bottom of the existing basins is below seasonal high groundwater elevation, a scope and fee amendment would be required to account for the increased complexity of the design. Based on the field investigation performed by VHB, further described in VHB's Engineering Review Memorandum dated January 22, 2020, the bottom of the two existing basins are below seasonal high groundwater elevation. As a result, VHB has prepared this amendment for engineering services required to redesign the existing stormwater basins as a different type of stormwater best management practice (BMP).

VHB identified two potential design alternatives in the Conceptual Recommendations Memorandum dated January 22, 2020. Both alternatives include extending drainage pipe off-site in the northwest corner of the Site, either directly into the closed-drainage system in Warren Avenue or along the existing swale between the Warren Avenue and Paxton Street residential properties.



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Scope of Services

Key Assumptions

In developing this scope and fee estimate, VHB has made the following key assumptions. Significant changes to these assumptions may require changes to VHB's scope and fee.

- The closed drainage system on Warren Avenue, the closed drainage system on Paxton Street, and the culvert crossing Warren Avenue have adequate capacity to support the proposed facility and are accessible at the Site perimeter. For this proposal, we have not included design of any upgrades or improvements to these systems.
- Utility relocations will not be required to accommodate the proposed work.
- The Client's construction manager or Contractor will develop construction logistics and phasing, including any required traffic control.
- The Client will be responsible for obtaining any easements required to complete construction.
- Design development and construction document scope of work and corresponding fee estimates are based on the assumption that significant changes are not made to the design concept from the predecessor design milestone (i.e., no significant changes from conceptual design to design development and no significant changes from design development to construction documents).
- There are no wetland resources on or adjacent to the project area.
- VHB's assumptions on meeting attendance are outlined herein.
- Please note that any significant programmatic changes arising from review by any party of interim documents may necessitate an amendment to this contract.
- The Client will be responsible for any fees associated with permitting.
- The Client will be responsible for any fees associated with police details required for survey work within Paxton Street and Warren Avenue.
- Construction Phase Services are not included in this scope of work. If required, this work will be provided under a separate amendment.

Task 9 – Data Collection

Fee: \$16,700

9.1 Wetland Resource Area Delineation

While work within jurisdictional areas is not anticipated, a VHB wetland scientist will review the project area indicated on the attached sketch for any areas within jurisdiction of any wetland boundaries. Any jurisdictional wetland resource areas within 100 feet of the project area will be delineated and flag locations will be recorded using sub-meter accuracy GPS technology. In the event that the resource area is a Bordering Vegetated Wetland (BVW), data will be collected to facilitate preparation of field delineation forms to accompany future Wetlands Protection Act (WPA) filings.



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9.2 Existing Conditions Site Survey

VHB will prepare an Existing Conditions Base Plan of the approximately 5-acre Site as shown on the attached sketch and described below. The plan will be produced using CAD based methods (AutoCAD Civil 3D 2018) and can be provided in a digital format if needed.

- **Property Line Survey:** VHB will conduct an on the ground survey of the project boundaries. Record plans and deeds will be obtained for the locus parcels and immediate adjacent parcels at the town offices and Registry of Deeds. Evidence of the perimeter property lines (bounds, pipes, fences, walls) will be field measured, compiled with record data and shown on the plan.
- **Topographic Survey:** VHB will perform field survey, office calculations and plan preparation to develop a Topographic Survey of the area shown on the attached sketch. The survey will identify the location of the following features that are located within the Limit of Work: buildings (building corners of abutting house will be located that are outside limit of survey), paved areas, curbing, landscaping, surface utilities that are located within the limit of survey. In addition, ground elevations will be taken at sufficient locations to produce one-foot (1') contours throughout the limit of survey.
- **Underground Utility Survey:** VHB will perform research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, telephone, cable, electric will be shown on the base plan from these record drawings. Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible.

Task 10 – Conceptual Design Cost Estimates

Fee: \$3,500

VHB will further develop the two potential design alternatives identified in the Conceptual Recommendations Memorandum and will provide an order of magnitude construction cost estimate for each. The goal of this cost estimate will be to confirm that the project meets the Town's funding requirements.

Task 11 – Design Development

Fee: \$28,700

Following the Client's selection of a preferred alternative, VHB will prepare the following civil engineering related documents to support the design and permitting phase of the Project. For the purposes of this scope and fee, VHB has assumed that we will develop one set of documents.

11.1 Civil Engineering Design Development/Permit Phase Site Plans

VHB will prepare Design Development/Permit Phase site civil engineering plans for the Project. VHB's plans developed under this task are intended to support design and permitting and are not intended to be used for construction.



VHB's civil engineering plans will consist of the following:

- **Title Sheet:** This sheet will contain a project locus map, drawing index and property ownership.
- **Existing Conditions Plan:** These plans will show the boundary of the proposed project area and the existing site physical features, including all site utilities, environmental resource areas and topography at one-foot (1') contour intervals.
- **Layout and Materials Plan:** This plan will show the proposed geometric layout and dimensional requirements of site improvements. In addition, VHB will identify materials anticipated to be used for construction (i.e., curbing types and other surface treatments) on this plan.
- **Grading, Drainage and Erosion Control Plan:** Grading, drainage and erosion control plans will show the proposed topography at one-foot contour elevations supplemented by spot grades and the location, size and invert elevations of proposed drainage facilities. The plan will identify the location and description of perimeter erosion control measures. It is VHB's understanding that the Project will not be located within the 100-year floodplain and will not require the preparation of compensatory flood storage calculations.
- **Site Details:** Site-specific typical details will be provided to allow for additional clarification of the above referenced parts, as necessary.

11.2 Stormwater Report

As the initial development of the Site was subject to the Leicester Stormwater Bylaw (the Bylaw), VHB anticipates that the required modifications to the existing stormwater system will also be subject to the Bylaw. While the proposed project will not result in an increase in on-site impervious area when compared to current site conditions, the stormwater design will be required to mitigate to pre-development conditions (prior to the 2016 construction of the Site). As the previous development resulted in a significant increase in the amount of impervious area as well as a significant change in cover type, both resulting in the potential for an increase in the rate of stormwater runoff. As a result, the Leicester Stormwater Regulations will require the design of a stormwater management system that will manage stormwater runoff in accordance with the DEP Stormwater Management Standards and will attenuate the increase in peak rates of runoff to pre-development/pre-construction conditions. To document the design, VHB will prepare a Stormwater Report to support and accompany the Plans.

Hydrologic Analysis

VHB will prepare a hydrologic report to evaluate pre-development/pre-construction and proposed conditions. Soils on the Site will be classified based on the most recent National Resource Conservation Service (NRCS) delineations as shown on the NRCS maps. VHB will develop a Hydrologic Model to determine existing peak runoff rates and volumes for storm events with a recurrence interval of 2-, 10- and 100-year storm events.



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Closed-Drainage System Capacity Analysis

VHB will prepare a closed-drainage system capacity analysis to confirm that the systems on Paxton Street and Warren Avenue have adequate capacity to accommodate the additional flows discharging to the systems from the Site. The capacity analysis will be based on Rational Method calculations and will evaluate peak runoff rates for the 25-year storm event.

Stormwater Report

The Leicester Stormwater Regulations require that several additional documents be submitted along with the hydrologic calculations as part of the Stormwater Report. VHB will supply the following information:

- A Stormwater Checklist to be completed and stamped by a Massachusetts Professional Engineer
- A narrative describing Low Impact Development (LID) and environmentally sensitive design elements that are proposed to be used for the Project.
- Calculations for the required recharge volume of stormwater runoff.
- Total Suspended Solids (TSS) removal worksheets.
- A Long-term Pollution Prevention Plan template.
- A Construction Period Pollution Prevention and Erosion/Sedimentation Control Manual.
- A Post-Construction Operations and Maintenance Plan that describes the various stormwater management elements and the required maintenance tasks and identifies the responsible parties for the maintenance.

Preparation of new or additional evaluations or analyses for on-site or off-site project components, significant changes to site layout, relocation and/or redesign of site drainage or other utilities, or similar significant changes will be undertaken as additional services beyond the scope of this contract.

11.3 Design Development Meetings

At the request of the Client, VHB will attend Project meetings as assumed below:

- One Kick-off Meeting with the Client and applicable Town Personnel
- One Design Progress Meetings with the Client and applicable Town Personnel
- One Presentation of Design Development Plans to the Client/Abutters/Town Personnel

Task 12 – Permitting Support

Fee: \$12,800

Based on our understanding of the Project, VHB has prepared the following scope of services to provide support for the permitting described below. As with any project, the scope and scale of the permit filings can vary based on the local perception of the project and the current political environment. As necessary, VHB will provide a revised scope and fee as each individual permit process begins when there is a better understanding of the submission requirements.



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12.1 Local Permits

Site Plan Review, Leicester Planning Board

The Project will require Site Plan Review from the Leicester Planning Board. Under this process the Planning Board has broad jurisdiction and typically requires a broad review of all project components. Prior to any filing, VHB, in conjunction with the Client, will meet with local officials to discuss the Project and develop an understanding of the overall expectations for the Site Plan Review process. VHB will then prepare the Site Plan Review filing including the Civil Engineering Plans and Stormwater Report prepared by VHB as part of the Design Development Task.

Following review of the draft filing by the Client, VHB will print and submit the plans, reports and application in accordance with Town filing requirements.

As the proposed work will not impact the building, parking or setbacks, VHB assumes that this project will not need to demonstrate compliance with Zoning requirements.

At the request of the Client, VHB will attend meetings as assumed below:

- Three Planning Board hearings

12.2 Federal Permits

NPDES Permitting Assistance

The proposed project will likely alter greater than one acre of land. Accordingly, the individual/s who control the construction activities on the Site (e.g. Owner, Contractor) are required to file a Notice of Intent (NOI) and receive acknowledgement from the EPA at least fourteen (14) days prior to the start of construction pursuant to the **National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Sites** with the United States Environmental Protection Agency (EPA). These regulations require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the site-specific construction activities and implementation by the individuals who control the Site. The SWPPP must be in place at the time of the filing of the EPA NOI.

VHB will prepare an **Erosion and Sedimentation Control Manual** that will assist the Contractor in the development of a complete SWPPP. This Manual, which is not the final SWPPP, includes the information noted below. A SWPPP is complete when the Contractor executes additional required information including but not limited to contact information, construction logistics plans and schedule information.

- Project Drawings relative to stormwater management
- Project/Site description
- Stormwater Report, as an attachment
- Soils information (Natural Resources Conservation Service and site-specific, if available)
- General project phasing, to be reviewed, modified, and confirmed by the Contractor and Owner



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- Description and details of recommended and required erosion control Best Management Practices (BMPs)
- Temporary and final stabilization recommendations and requirements
- Inspection schedule and maintenance checklists for BMPs
- Description of spill prevention and response actions
- Copy of the NPDES Construction General Permit regulations
- Description of additional steps required by the Owner/Contractor for completing the SWPPP and filing the NOI for the NPDES.

Note: *This is a construction related permit that relies upon final construction drawings. There is no review process (other than EPA confirmation under the Endangered Species Act) or extended timeline associated with this phase. The Contractor shall assume sole ownership of the SWPPP and will be responsible for filing the NPDES NOI. The Contractor shall also be solely responsible for implementing and adapting the SWPPP to the Contractor's project construction schedule and phasing program in whatever way necessary to meet the requirements and intent of NPDES General Permit.*

12.3 Permitting Follow-on / Response to Comments

Throughout the permitting processes. It is anticipated that the Town of Leicester Boards, Committees, Departments, and/or neighborhood interest groups may have numerous opportunities to provide comments on the project (site plans, municipal impacts). The level of involvement and comments from the various authorities is unknown at this time, therefore VHB has included an allowance for comment responses during the permitting processes. VHB will prepare response to review comments received from the various authorities during the permitting process. These responses will be limited to addressing clarifications, minor corrections and edits to plans, and short written responses to specific review comments in a memorandum/letter format. VHB's allowance has been based of an approximate 20-work hours. VHB will track these efforts and make the Client aware of the status and when the allowance is reaching exhaustion.

Task 13 – Construction Documents

Fee: \$16,200

13.1 Site Construction Plans

VHB will supplement the Design Development Site Plans with additional clarification and detail for construction. As part of this task, VHB will review the comments provided by Client to refine the construction plans and specifications.

The plans and details will be modified for the following:

- Final locations of drainage locations and detailed drainage design;
- Finalization of detailed grading and layout design of the stormwater BMPs and special site improvements.
- Final conditions from Site Plan Approval.



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Please note that significant changes resulting from modifications to the development program, response to comments from the regulatory authorities and issuance of multiple versions of Construction Plans (e.g. 90% plans, bid documents) may require a modification to VHB's scope and fee.

13.2 Easement Plan

VHB will utilize previously obtained property line data to create an easement plan. The new easement configuration to be determined by the client and/or engineer and supplied to VHB. The plan will be drawn at a suitable scale and meet the current Worcester County Registry of Deeds Requirements for recording.

13.3 Site Construction Specifications

VHB will provide site-related technical specifications for work included within our purview. VHB assumes that the Client will be responsible for preparing bids and contract documents.

13.4 Stormwater Operation & Maintenance Manual

VHB will prepare a Stormwater O&M Manual for the Site. In developing the manual, VHB will conduct a site visit to inventory and document existing infrastructure (catch basins, swales, detention basins, outlets, building roof drain connections and vegetative areas). Once the inventory is complete, VHB will prepare an Overall Stormwater O&M Manual which will consist of the following sections:

- Introduction
- Source Control
- Spill Prevention
- Snow Management
- Maintenance of Stormwater Management Systems
- Operation and Maintenance Summary & Log Forms
- Figures Showing Locations of Stormwater Features

VHB will not be responsible for updates to or implementation of the Overall Stormwater O&M Manual.

13.5 Construction Documents Meetings

At the request of the Client, VHB will attend Project meetings as assumed below:

- One Comment Review Meeting with the Client and applicable Town Personnel
- One Design Progress Meetings with the Client and applicable Town Personnel



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Right to Rely

It is understood that VHB will perform services under the sole direction of the Client. The Client shall provide VHB with project-related technical data including, but not limited to, the following:

- Permissions to access the Site and surrounding areas as necessary;
- Copies of available previous surveys and subdivision plans of the Site and surrounding areas as necessary;
- Copy of Title Report and relevant documents; and
- Project-related technical data including any historical environmental reports, and all other relevant data pertaining to the environmental condition of the Site.

VHB shall be entitled to rely upon the accuracy and completeness of information furnished by the Client in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other entities.

Schedule

The delivery of VHB's services is dependent on the timely delivery of information from the Client. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.

Anticipated Schedule

Task 9 – Existing Conditions Site Survey	Within 60 days of Notice to Proceed*
Task 10 – Conceptual Design Cost Estimates	Within 30 days of Notice to Proceed
Task 11 – Design Development	Within 60 days of selection of preferred alternative
Task 12 – Permitting Support	Within 60 days of completion of Task 11
Task 13 – Construction Documents	Within 60 days of completion of Task 11 and Task 12

* Dependent on weather conditions

VHB will begin performance of the above services upon receipt of a fully executed contract. If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.



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Compensation

VHB will perform the Scope of Services contained in this Amendment on a fixed fee basis for an additional fee of **\$72,120. Please note that this additional fee will supplement the \$5,780.00 previously allocated for Tasks 6 and 7.** We will invoice monthly on based on estimated percent complete.

Services Not Included

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

The Client understands that VHB is providing the limited services above. As such, VHB shall not be liable for any unknown or unforeseen circumstances which may affect the Client's purchase, sale or development of the Site.

Prepared By: **Luke Boucher, PE**

Department Approval: **Jacob San Antonio, PE**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☐ Subject to attached terms & conditions.

☒ Subject to terms & conditions in our original agreement dated 09/27/2019.

Vanasse Hangen Brustlin, Inc. Authorization

By: _____

Print: _____

Title: _____

Date: _____

Client Authorization *(Please sign original and return)*

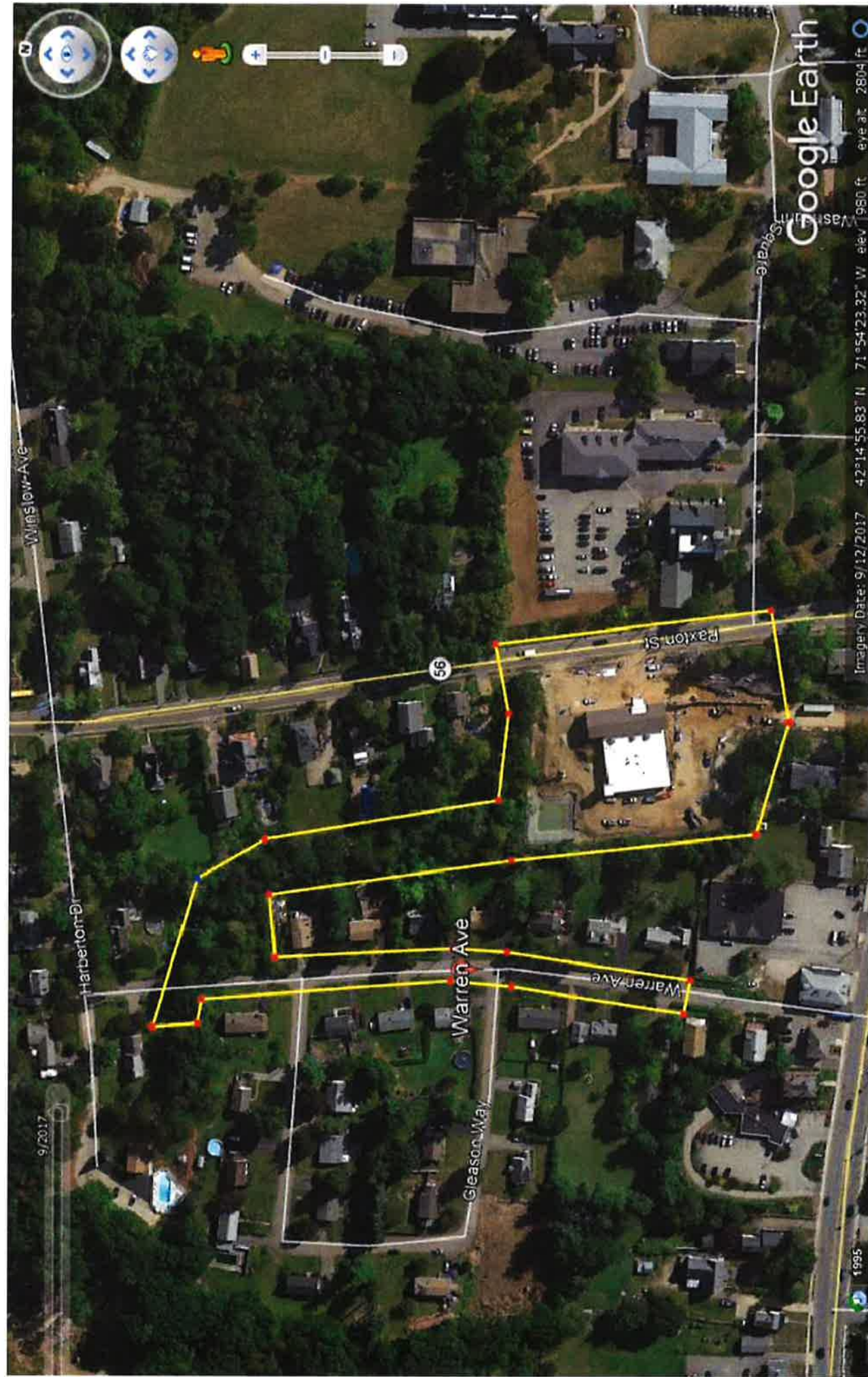
By: _____

Print: _____

Title: _____

Date: _____

Limit of Survey
VHB Job No. 14751.00



QUITCLAIM DEED

Town of Leicester, a municipal corporation in Worcester County, Massachusetts,

acting by and through its Select Board, whose address is Town Hall, 3 Washburn Square, Leicester, Massachusetts 01524, for One (\$1.00) Dollar consideration paid,

Grant to Hillcrest Water District, a municipal corporation, duly established by Chapter 358 of Acts of 1950, in the Town of Leicester, Worcester County, with an address of 124 Pine Street, P.O. Box 317, Leicester, Massachusetts 01524

with quitclaim covenants

A certain parcel of land containing Fifteen Thousand Nine (15,009) square feet, more or less, situated in Leicester, Worcester County, shown as Lot #1 on a plan entitled, "Plan of Property Surveyed for Town of Leicester, Lehigh Road, Leicester, Massachusetts" dated December 12, 2019, surveyed by Jarvis Land Survey, Inc., said plan recorded herewith.

This conveyance is made subject to any easements or rights of way of record if any there be.

Being part of the same premises described in the deed recorded in Book 3523, Page 349 and shown on plan in Plan Book 191, Plan 79 in the Worcester South County Registry of Deeds.

For authority of the Grantor see the Vote under Article 28 of the Annual Meeting of the Town of Leicester, held on May 3, 2016, and for authority of the Grantee, see the Vote under Article 1 of the Special District Meeting of the Hillcrest Water District held on February 11, 2020.

Witness our hands and seals this ____ day of February 2020.

**TOWN OF LEICESTER
BY ITS BOARD OF SELECTMEN**

Sandra Wilson – Chair

Harry Brooks – Vice Chair

Rick Antanavica – Second Vice Chair

Dianna Provencher

John Shocik

Property address: Lehigh Road, Leicester, MA

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of February 2020, before me, the undersigned notary public, personally appeared Sandra Wilson, Harry Brooks, Rick Antanavica, Dianna Provencher and John Shocik Selectmen of the Town of Leicester, who proved to me through satisfactory evidence of identification, which were Massachusetts Driver's Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

ACCEPTANCE OF DEED

Acceptance of the foregoing grant of land is hereby acknowledged by the Board of Commissioners of the Hillcrest Water District on this XX day of XXXXX 2020, pursuant to authority granted by vote under Articles 1 and 2 of the Special District Meeting of the Board of Commissioners held on February 11, 2020.

In witness whereof, we, the duly elected and qualified Board of Commissioners of the Hillcrest Water District, have hereunto set our hands this XX day of XXXXX 2020.

John Scotia - Chairman

Pat Grady - Clerk

Debra Wilson - Treasurer

Wayne Stearns

Kevin Reed

Joseph H. Wood - Superintendent

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

XX day of XXXXX 2020

Then personally appeared before me the above-named John Scotia Pat Grady, Debra Wilson, Wayne Stearns, Kevin Reed and Joseph H. Wood being all/a majority of Board of Commissioners of the Hillcrest Water District,, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged the same to be their free act and deed before me.

Notary Public

My commission expires _____

SELECT BOARD MEETING MINUTES
JANUARY 27, 2020 at 6:30pm
TOWN HALL, SELECT BOARD CONFERENCE ROOM

CALL TO ORDER/OPENING

Chairwoman Wilson called the meeting to order at 6:30pm. Chair Sandra Wilson, Vice-Chair Harry Brooks, 2nd Vice-Chair Rick Antanavica, Selectwoman Dianna Provencher, Selectman John Shocik, Student Liaisons Katheryn Stapel and Jacob Stolberg, Town Administrator David Genereux and Assistant to the Town Administrator Kristen Forsberg were in attendance.

1. SCHEDULED ITEMS

a. 6:30pm – Change of Manager – Shannon Davis Legion – Veterans Club Liquor License

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to approve the change of manager for the Shannon Davis Legion. The motion carried 5:0:0.

2. PUBLIC COMMENT PERIOD

No members of the public provided comment.

3. REPORTS & ANNOUNCEMENTS

a. Student Liaison Reports

The Student Liaisons provided updates from the Leicester Public School.

b. Select Board Reports

The Select Board discussed a variety of topics including the Mass Municipal Association Annual Meeting this past weekend, the Worcester County Selectman's Meeting, the Cherry Valley Rochdale Water District meeting, the Central Mass Regional Planning Commission meeting, the upcoming 2020 census, potential grant opportunities for Cherry Valley, seeking State recognition from the Legion for EMT Koury McDowell for his life saving measures, Hearts for Heat and the importance of calling in advance, the ice is not safe, girl scout cookies are for sale, the upcoming FY21 budget meeting on February 8th at 9am at the Senior Center, the new Hillcrest Water District tank at the Memorial School, approval from the Attorney General's office to change the selectmen to select board, and the upcoming fundraiser for Swan Tavern on March 28th.

c. Town Administrator Report

The Town Administrator presented highlights from his written report.

4. RESIGNATIONS & APPOINTMENTS

a. Resignation – Assistant Treasurer/Collector – Cheyenne Cusson

A motion was made by Mr. Brooks and seconded by Ms. Provencher to accept the resignation of Cheyenne Cusson, Assistant Treasurer/Collector, and to send a letter of thanks for service. The motion carried 5:0:0.

b. Resignation – Veterans Services Officer – Alex Arriaga

A motion was made by Mr. Antanavica and seconded by Ms. Provencher to accept the resignation of Alex Arriaga, Veterans Service Officer, and to send a letter of thanks for service. The motion carried 5:0:0.

c. Resignation – Parks & Rec Committee – Paul Davis

A motion was made by Mr. Brooks and seconded by Ms. Provencher to accept the resignation of Paul Davis from the Parks and Recreation Committee and to send a letter of thanks for service. The motion carried 5:0:0.

d. Resignation – Highway Department Assistant – Maureen Henderson

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to accept the resignation of Maureen Henderson, Highway Department Assistant, and to send a letter of thanks for service. The motion carried 5:0:0.

e. Appointment – Assistant Treasurer/Collector - Nicholas George

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint Nicolas George to the position of Assistant Treasurer Collector. The motion carried 5:0:0.

f. Appointment – Municipal Hearings Officer – David Genereux

A motion was made by Ms. Provencher and seconded by Mr. Brooks to appoint David Genereux as the Municipal Hearings Officer. The motion carried 5:0:0.

g. Appointment – Highway Department Assistant

A motion was made by Mr. Brooks and seconded by Ms. Provencher to appoint Maureen Schur as the Department Assistant for the Highway Department. The motion carried 5:0:0.

h. Appointment – Highway Truck Driver/Laborers

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Brandon Baird and Jared Gagne. The motion carried 5:0:0.

5. OTHER BUSINESS

a. Sign Presidential Primary Warrant

A motion was made by Ms. Provencher and seconded by Mr. Shocik to sign the presidential primary warrant for March 3, 2020. The motion carried 5:0:0.

b. Discuss 15 Water Street Auction

The 15 Water Street auction will take place on January 29th, 2020 at 10am with registration beginning at 9:30am. A motion was made by Mr. Antanavica and seconded by Ms. Provencher to set no reserve for the 15 Water Street auction and the Town has the right to cancel or reschedule the auction. The motion carried 5:0:0.

6. MINUTES

a. January 6, 2020

A motion was made by Ms. Provencher and seconded by Mr. Shocik to approve the minutes of January 6, 2020. The motion carried 5:0:0.

7. EXECUTIVE SESSION, MGL CHAPTER 30A, SECTION 21A

a. Exception #3 – Discuss strategy with respect to collective bargaining (Police, Highway and Fire Unions)

b. Exception #3 – Discuss strategy with respect to litigation (Fire & EMS Headquarters)

A motion was made by Mr. Brooks and seconded by Ms. Provencher to enter into executive session at 7:35pm under Mass General Laws, Chapter 30A, Section 21A, Exception 3, to discuss strategy with respect to collective bargaining (Police, Highway and Fire unions) and to discuss strategy with respect to litigation (Fire & EMS Headquarters). The Chair declared that to discuss these matters in open session would compromise the position of the town. Roll Call: 4:0:0. A motion was made by Mr. Antanavica and seconded by Ms. Provencher to go out of executive session at 9:38pm. The motion carried 5:0:0.

A motion to adjourn was made by Ms. Provencher and seconded by Mr. Shocik at 9:38pm. The motion carried 5:0:0.

Executive Session Motion

Board Member 1

I move to go into Executive Session under MGL Chapter 30A, Section 21(a),

Exception #3 – Discuss strategy with respect to litigation (Fire & EMS Headquarters); and discuss strategy with respect to collective bargaining (Police Union)

The Board will reconvene in open session only for the purpose of adjournment.

Board Member 2

Second

Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

VOTE BY ROLL CALL