



# COMPREHENSIVE ENVIRONMENTAL INCORPORATED

[www.ceiengineers.com](http://www.ceiengineers.com)

January 24, 2020

Mr. Ryan Ferrara  
Town Administrator  
Town of Boxborough  
29 Middle Road  
Boxborough, MA 01719

## RE: Scope of Services to Assist with MVP Planning Grant

Dear Mr. Ferrara:

Comprehensive Environmental Inc. (CEI) is pleased to submit this scope of services to assist the Town of Boxborough with completing the requirements of a Municipal Vulnerability Preparedness (MVP) Planning Grant. Services will include the following:

### Task 1 – Kickoff Meeting and Stakeholder Interviews

Under Task 1, CEI will hold a kickoff meeting with key members of Boxborough's municipal team. Personnel will be determined through discussions with the Town; however, the meeting will generally discuss the overall project and schedule, goals, and data needs. The meeting will also address the workshop itself, such as general schedule, potential venue, logistics, potential problem areas, key personnel from both CEI and the Town, etc. Finally, CEI will attempt to get a better understanding of the Town's preliminary problem areas and potential projects for further review and additional discussions with key stakeholders.

Either during or immediately after the kickoff meeting, CEI will perform in-person, telephone, and/or email interviews with key stakeholders to gain additional information on the town and potential problems encountered during disaster situations. This information will be compiled along with that obtained during the kickoff meeting during completion of additional tasks, including facilitating the workshop, to obtain a more complete picture of the Town's needs. We have assumed up to five phone interviews and up to additional five interviews conducted via a form.

### Task 2 – Prepare for Workshops

Under this Task, CEI will prepare materials for the workshop as needed. Actual materials and formats are to be determined, however, are expected to include relevant maps and figures related to climate change, town assets, hazard data, etc. CEI will also generate various summaries and

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matrices as pertains to climate data, previous hazards, and other relevant background data suitable for use during the workshop. CEI will also assemble relevant information from existing plans as feasible, such as a Master Plan, Capital Improvement Plan, etc. as pertains to the MVP process. CEI will review plans and summarize relevant needs and recommendations under Task 3 and 4. Finally, CEI will assist Boxborough with determining an appropriate staffing plan for the workshop, such as the identifies and quantifies of CEI's MVP certified providers, administration staff, and/or other assistants.

### **Task 3 – Facilitate Workshop**

Under this Task, CEI will assist the town with facilitation of either one 8-hour workshop or two 4-hour workshops as determined under previous tasks. The workshop will target a variety of stakeholders, including key members of Town departments, members of the public, business and governmental leaders, town residents, etc. Goals and objectives will be determined under previous tasks, however, will generally address the following:

- Characterize hazards, including past, current and future impacts using available information from various sources to determine the highest priority;
- Identify community vulnerabilities and strengths;
- Identify infrastructural, societal, environmental, and others vulnerabilities and strengths; and
- Determine priority actions on high priority action areas, as well as determine urgency and timing for critical follow-up actions.

Results will be tabulated and assembled according to Community Resilience Building guidelines as part of the final report outlined under Task 4.

### **Task 4 – Prepare Final Report**

As a final task, CEI will prepare a final report that summarizes the findings of previous tasks and the workshop, including recommended next steps and priority projects. As part of the report, CEI will also prepare tables, matrices, and/or figures to simplify results and facilitate easier understanding by a broad audience of stakeholders. The final report format will at a minimum follow the template established by the MVP Program, including generating a final risk matrix for submission. It is assumed that next steps will include a selection of projects for eventual application under a future Action Grant application.



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Following completion of the final report, CEI will assist the Town with facilitation of one (1) public listening session prior to May 30, 2020, to describe the project findings and solicit public feedback.

## Cost

The above tasks can be completed for a lump sum fee of \$15,000 in accordance with the attached Standard Contract Form. Work will be completed according to MVP schedule requirements. If you have any questions about the above scope of services please feel free to call me at 800-725-2550 ext. 301 or Nick Cristofori of my staff at ext. 303. If this meets with your approval, please indicate so by signing below and returning a copy to me.

Sincerely,

COMPREHENSIVE ENVIRONMENTAL INC.

APPROVED:

A handwritten signature in blue ink that reads 'Eileen Pannetier'.

Eileen Pannetier  
President

BY:

DATE:

Attachment

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## Standard Contract Form For Engineering And Consulting Services

These Terms and Conditions, together with CEI's Letter Proposal, make up the Agreement between CEI and you, the CLIENT named in the Letter Agreement.

### **1. Scope of Services**

CEI shall provide professional design and engineering services for the CLIENT in all aspects of the project to which this Agreement applies, shall serve as the CLIENT's professional design, consulting and engineering representative for the project and shall give professional consultation and advice to the CLIENT during the performance of services herein described in the letter agreement to which this Standard Contract Form is attached.

Upon execution of this Agreement, CEI is authorized to proceed with Task 1 of the letter agreement to which this Standard Contract Form is attached. Future work under this Agreement (i.e. performance under Tasks 2 through 7), shall be subject to further authorization by the CLIENT in the form of written and/or electronic correspondence (i.e. letter, email).

### **2. Standard of Care**

CEI will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties, express or implied, including warranties of marketability or fitness for a particular purpose. CLIENT will notify CEI with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and CLIENT will give CEI a reasonable opportunity to correct the deficiencies.

### **3. Payment**

Except as otherwise stated in the Proposal, Client will compensate CEI for the services on a lump sum basis. CEI will submit invoices periodically as the work is completed, and payment will be due within 30 days from the invoice date. If Client disputes any portion of an invoice, Client will notify CEI in writing with specificity and pay the undisputed portion within 30 days from the invoice date. CEI invoices will itemize individual staff hours and actual billing rates for the work performed. Subcontract and Other Direct Cost will be billed at actual invoiced price plus 8 percent for General Administration.

Any change in the Scope of Services or alteration or modification of the work to be performed shall be

expressly authorized and approved by the Client in writing. In the event of any such approval, and authorization by the Client, the Contract Price as shown in the attached Letter Agreement shall be altered as mutually agreed upon by the Client and CEI.

### **4. Schedule of Performance**

The services of CEI are to commence as soon as practicable after the execution of the Agreement. The services shall be undertaken and completed in such a sequence as to assure their expeditious completion in the light of the purposes of the Agreement.

If, however, without fault of CEI, the performance of all or any part of the work is suspended, delayed or interrupted by an act of the CLIENT, by the CLIENT's failure to act within a time specified or by any occurrence beyond CEI's control, then an equitable adjustment will be made by the CLIENT.

### **5. Personnel**

CEI represents that in the performance of its obligations hereunder, it will perform in accordance with generally accepted engineering practices. CEI now has or will obtain all personnel required to perform the services under this Agreement within the required completion dates. All personnel involved in the work shall be fully qualified. CEI shall provide the CLIENT with the names and contact numbers of the Principal-in-Charge and the Project Manager.

The CLIENT acknowledges that the services may entail risk of personal injury and property damage that cannot be avoided, even with the exercise of due care. The CLIENT also acknowledges that the environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. CEI, therefore, cannot guarantee specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems and their resolution.

### **6. Subconsultants**

CEI now has or will obtain all Subconsultants required to perform the services under this Agreement within the required completion dates.

## Standard Contract Form

### For Engineering And Consulting Services

#### **7. Responsibilities of the CLIENT**

The CLIENT will designate an authorized representative to act as contact. The CLIENT agrees to perform the following services in support of and as complementary to the undertakings of CEI:

- A. Provide all available information as to the requirements of the Project.
- B. Place at CEI's disposal all available information pertinent to the Project, including previous reports and other relevant data.
- C. Procure materials, construction contractors and construction activities. Perform onsite construction oversight and direct contractors in all activities and in the performance of their duties.
- D. Furnish to CEI available relevant data prepared by others for the CLIENT. Relevant data may include, but not be limited to information related to hazardous materials or other environmental or geotechnical conditions at the sites, information and/or plans related to underground services, conduits, pipes, tanks and other facilities and obstructions at the sites, property boundaries, easements, right-of-way, topographic and utility surveys and property descriptions, zoning and deed restrictions and other special data. CEI is entitled to reasonably rely on this information and documentation.
- E. The CLIENT grants CEI permission to enter the site to perform the services. Should access to non-CLIENT owned property be necessary, the CLIENT shall represent and warrant that the CLIENT has granted permission for CEI to perform the services, and the CLIENT will provide reasonable verification on request.
- F. Furnish CEI in a timely manner with copies of pertinent correspondence relating to the Project.

#### **8 Limits on CEI's Responsibility**

CEI will not be responsible for the acts or omissions of Contractors or others at the site, except for its own Subconsultants and employees. CEI will not supervise, direct or have control over or the authority to stop any Contractor's work, nor shall CEI's professional activities nor the presence of CEI or its employees and Subconsultants be construed to imply that CEI has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of Contractors to comply with contracts, plans, specifications or laws. Any opinions by CEI of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates

and are not a guaranty that actual costs will be consistent with the estimates.

#### **9. Documents and Information**

All documents, data, calculations and work papers prepared or furnished by CEI are instruments of service and will remain CEI's property. Designs, reports, data and other work products delivered to CLIENT are for CLIENT use only, for the limited purposes disclosed to CEI. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and CLIENT agrees to indemnify and defend CEI against any liabilities resulting therefrom.

#### **10. Confidentiality: Subpoenas**

Information about this Agreement and CEI's services, and information CLIENT provides to CEI regarding CLIENT business and the site, will be maintained in confidence and will not be disclosed to others without CLIENT consent, except as CEI reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. CEI will make reasonable efforts to give CLIENT prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. CLIENT will reimburse CEI for responding to any subpoena or governmental inquiry or audit related to the services, at CEI's standard rates then in effect.

#### **11. Insurance**

During performance of the services, CEI will maintain workers compensation, commercial general liability, automobile liability, professional liability, and Consultant's environmental liability insurance in the following minimum amounts:

- (a) Workers Compensation - Statutory
- (b) General Liability - \$2,000,000 aggregate, \$1,000,000 per occurrence
- (c) Automobile Liability - \$1,000,000 per occurrence and aggregate
- (d) Consultant's Environmental Liability (Professional Errors and Omissions and Consultant's Pollution Liability) - \$1,000,000 aggregate, \$1,000,000 per occurrence.
- (e) Umbrella Liability - \$1,000,000 per occurrence and aggregate

CEI agrees to maintain insurance for the limits set forth above for the duration of the Agreement, and shall not

## Standard Contract Form For Engineering And Consulting Services

cancel, modify, nor change the provider of said insurance without notifying the CLIENT prior to such modification, provider change, or cancellation. CEI will provide at least thirty (30) days notification to the CLIENT in the event of policy cancellation.

CEI will furnish certificates of such insurance upon request. CEI will purchase project specific insurance at CLIENT request provided it is commercially available and CLIENT pays the premium.

### **12. Indemnification**

CLIENT and CEI agree to hold each other harmless, indemnify, and defend each party and its affiliates and Subconsultants and their employees, officers, directors and agents against all claims, suits, fines and penalties, including mandated cleanup costs, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the indemnified party's negligence or willful misconduct.

### **13. Agreed Remedies**

In recognition of the relative risks and benefits of the Project to both the CLIENT and CEI, the risks have been allocated such that the CLIENT agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of CEI and CEI's officers, directors, employees, agents, and subconsultants to the CLIENT or to anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, (which causes include but are not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of CEI or CEI's officers, directors, employees, agents, and subconsultants) shall not exceed the total compensation received by CEI under this Agreement.

Under no circumstances shall CEI be liable to CLIENT or those claiming by or through CLIENT for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This provision is intended solely to limit the remedies available to the CLIENT and those claiming by or through CLIENT. Nothing in this provision shall

require the CLIENT to indemnify CEI for its liability to third persons not claiming by or through the CLIENT for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the CEI, its agents or employees, or CEI's indemnity.

### **14. Miscellaneous**

This Agreement shall be governed by Massachusetts law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing and signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by CLIENT. These Terms and Conditions shall govern over any inconsistent terms in the Letter Agreement. If these Terms and Conditions have been provided to CLIENT, CLIENT verbal authorization to commence services constitutes CLIENT acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. CEI is an Equal Opportunity/Affirmative Action Employer.