Article 4

TOWN OF SAUGUS
HUMAN RESOURCES
Personnel • Purchasing
298 CENTRAL STREET
SAUGUS, MASSACHUSETTS 01906

Telephone: (781) 231-4126
Fax: (781) 231-5666

Town of Saugus

COMMUNITY DEVELOPMENT COORDINATOR

Community Development Coordinator/Director

Responsible for planning, directing and overseeing economic development initiatives. Provide technical assistance to the Town on developing and implementing an effective long term local economic development program that will foster economic growth and affordable housing. Serve as a liaison with the local business community and various regional and state economic development agencies. Research, initiate, prepare and submit applications for community development and other town-wide general grants that present opportunities for the Town. Administration of grants upon award required.

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Master's (Bachelor's) degree in Planning, Public Administration or related field: AICP certification highly desirable and seven to ten years experience; or any equivalent combination of education and experience. Working knowledge of municipal planning practices, growth management strategies, affordable housing, federal and state grant programs.

(AICP = American Institute of Certified Planners)

DRAFT

Article 5

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
STUDY AND REPORT
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of 6/15/12, 2012 between the Town of Saugus, Massachusetts ("OWNER") and CDM Smith, Inc. ("ENGINEER").

OWNER intends to conduct post closure monitoring of groundwater, surface water and landfill gas at the Main Street Landfill as well as two annual landfill site inspections. Monitoring shall be completed in accordance with the Solid Waste Management Regulations (310 CMR 19.000) promulgated by the Massachusetts Department of Environmental Protection (MassDEP) (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.

2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.

2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.1 Pay the ENGINEER in accordance with the terms of this Agreement.

3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.

3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or conformance in ENGINEER's Services or in the work of any Contractor.

3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

4.1 Methods of Payment for Services of ENGINEER.

4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.

4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.

4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or

over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or $50,000, whichever is greater.

5.8 Successors and Assigns

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in 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.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by

facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term *"defective"* will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA")l [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor.
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.1.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

This Agreement (consisting of Pages 1 to 9 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:	ENGINEER:
By: Scott Crabtree	By: Paul E. Ross
Title: Town Manager	Title: Vice President
Date: 6/15/12	Date: 6.15.12
Address for giving notices:	Address for giving notices:
Town of Saugus Saugus Town Hall 298 Central Street Saugus, Massachusetts 01906	CDM Smith Inc. One Cambridge Place 50 Hampshire Street Cambridge, Massachusetts 02139

EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(STUDY AND REPORT)
FOR PROFESSIONAL SERVICES

This is an exhibit attached to and made a part of the Agreement dated _____, 2012, between the Town of Saugus, Massachusetts (OWNER) and CDM Smith, Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall::

1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.

1.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

1.1.4 Evaluate various alternate solutions available to OWNER as described herein, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

1.1.5 Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.

1.1.6 Furnish the Report to and review it with OWNER.

1.1.7 Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein.

1.1.8 Submit the Report within the stipulated period indicated herein.

1.1.9 ENGINEER's Services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

Task 1 - Post Closure Environmental Monitoring – 2012 to 2014

As part of the post closure environmental monitoring program, the ENGINEER shall monitor water quality and gas conditions at the Main Street Landfill in accordance with the Solid Waste Management Regulations (310 CMR 19.132 Environmental Monitoring Requirements); and the Massachusetts Department of Environmental Protection's (MassDEP's) Assessment and Closure (LAC) Technical Guidelines, revised May 1997.

A. ENGINEER shall collect four (semi-annual) rounds of water samples from up to five (5) existing groundwater monitoring wells and up to four (4) surface water sampling locations. ENGINEER shall also collect appropriate field blanks, duplicates, and other quality assurance samples as required. All samples collected shall be analyzed for the following parameters in accordance with the 310 CMR 19.132 Environmental Monitoring Requirements:

- pH, specific conductance, temperature, and dissolved oxygen (measured in the field);
- chlorides;
- sulfate;
- alkalinity;
- nitrogen as nitrate;
- chemical oxygen demand;
- total dissolved solids;
- calcium;
- sodium;
- iron;
- manganese;
- barium;
- priority pollutant metals (arsenic, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc);
- total cyanide; and,
- volatile organic compounds by EPA Method 8260.

B. ENGINEER shall collect eight (quarterly) rounds of samples from up to seventeen (17) existing landfill gas monitoring wells in accordance with 310 CMR 19.132. At each sampling location, ENGINEER shall measure levels of methane, total volatile organic compounds, hydrogen sulfide, oxygen, carbon dioxide, and percent lower explosive limit (%LEL) with field instrumentation equipment.

C. ENGINEER shall submit letter reports on the results of the water quality and gas sampling to the OWNER and the MassDEP. The letter reports will include a summary and analysis of the results as well as comparisons to appropriate standards.

Task 2 - Post Closure Landfill Inspection – 2012 to 2014

MassDEP's Solid Waste Regulations 310 CMR 19.142(5) requires an annual post closure site inspection of the landfill facilities to ensure that the final closure system and the environmental monitoring system are operable and performing their required functions.

A. ENGINEER shall conduct two annual inspections of the Main Street Landfill in accordance with Solid Waste Regulations 310 CMR 19.142(5).

B. Following each inspection, ENGINEER shall submit a letter report to the MassDEP summarizing the results of the inspector's observations, note any deficiencies in the site conditions, recommend necessary repairs and present an approach on repairs.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.1.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;

2.1.3 Appropriate professional interpretation of all of the foregoing;

2.1.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

2.1.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

2.1.6 Property descriptions;

2.1.7 Zoning, deed and other land use restrictions; and

2.1.8 Other special data or consultations not covered in Article 1.0.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data, and information in performing or furnishing services under this Agreement.

2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.3 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.

2.4 Provide, as may be required for the Project:

2.4.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.4.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.4.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.5 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

The OWNER's responsibilities as set forth in this paragraph 2.0 are amended and supplemented as follows:

None.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's Services as set forth in Article 2 of said Agreement are as follows:

3.1 ENGINEER shall proceed with the performance of the services detail within, immediately upon authorization from the OWNER and sampling events will occur in accordance to the following schedule:

Sampling Event	Scheduled Date
Groundwater/Landfill Gas	July 2012
Landfill Gas	October 2012
Groundwater/Landfill Gas	January 2013
Landfill Gas	April 2013
Groundwater/Landfill Gas	July 2013
Landfill Gas	October 2013
Groundwater/Landfill Gas	January 2014
Landfill Gas	April 2014

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

4.1 OWNER shall pay ENGINEER based on monthly invoices prepared in accordance with the following paragraphs. Services of ENGINEER shall be paid by the "Salary Cost" method. The breakdown of the budgetary costs per task is as follows:

Task	**Budgetary Costs**
Post Closure Environmental Monitoring 2012/2013	$16,500
Post Closure Landfill Inspection 2012	$ 1,500
Post Closure Environmental Monitoring 2013/2014	$16,500
Post Closure Landfill Inspection 2013	$ 1,500
Total	$36,000

4.2 The budgetary limit for one year of monitoring and one site inspection is $18,000. Approximately

$6,750 of this budget is actual out-of pocket expense cost associated with sampling equipment rental and laboratory analysis.

4.3 For services of ENGINEER to be paid by the "Salary Cost" method OWNER agrees to pay ENGINEER as follows:

- For work done by the ENGINEER, payment shall be made at the salary cost of such services for employees, plus 130% of the salary cost for overhead and profit, plus actual out-of-pocket expense costs.
- "Salary Cost" is defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) for time directly chargeable to the project, plus unemployment, excise, and payroll taxes; and contributions for social security, employment compensation insurance, retirement benefits, and medical and other group insurance benefits.
- "Actual out-of-pocket expense costs" are all costs other than salary costs that are incurred during the progress of work. The actual out-of-pocket expense costs include: airfare, automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project.
- For in-house computer usage, in-house word processor usage, in-house laboratory analyses, and rental of field equipment, payment shall be made at the ENGINEER'S regular rates.
- ENGINEER shall not provide services which, if invoiced, would exceed any budgetary limit in the Cost Summary Table, and OWNER shall not be invoiced above any such budgetary limit, unless additional funding is authorized by OWNER.

5.0 SPECIAL PROVISIONS

The following special provisions and/or other considerations or requirements are applicable to their Agreement:

5.1 ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any persons other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom as follows:

5.1.1 Worker's Compensation Insurance. ENGINEER shall obtain and keep in full force and effect throughout the term of this Agreement worker's compensation insurance to the minimum limits as required by law and Employer's Liability Insurance in an amount not less than $500,000 each accident, $1,000,000 disease – policy limit, $500,000 disease – each employee.

5.1.2 Comprehensive General Liability Insurance in the following amounts:

5.1.3 Automobile Liability Insurance with a combined single limit of $500,000, covering owned, hired and non-owned vehicles.

5.1.4 Professional Liability Insurance of $500,000 per claim and $500,000 in the aggregate.

5.1.5 With the exception of Worker's Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance, all policies shall name Owner as an additional insured. Upon request by OWNER, ENGINEER shall furnish OWNER with certificates of insurance from insurance carriers showing all insurance required hereunder to be in full force and effect during the entire term of this Agreement.

Article 8

Blackboard Connect Price Proposal For: Town of Saugus, MA

Blackboard Connect for Government

UNLIMITED Use Pricing: Includes all training, maintenance, and support

No Software | No Hardware | No New Phone Lines | No Long Distance Charges

The below price is based on an estimated recipient count of households for description of services stated above.

Product Description	*Term & Scope*	*Standard Pricing*	*Proposed Pricing*
Blackboard Connect Emergency Communication Service *Unlimited Use*	Annual Term for an Estimated 10,370 Recipients 12 Months	$2.00 x 10,370 recipients = $ 20,740.00	**$1.65 x 10,370** recipients = **$ 17,110.50**
Annual Support Fee	Annual Support Fee	$2,500.00	**$ 1,000**
	Total Annual Service Fee[2]	$ 23,240.00	**$ 18,110.50**

(1) Calculation of Message Fee for subsequent years will be based on the number of actual recipients for each year of the Service Period.
(2) Service Fees are paid at the beginning of each annual period and due within thirty (30) days of invoicing. The first invoice will be sent upon receipt of a signed Services Agreement. The pricing contained in this proposal is valid until ***December 30, 2012.***

Benefits of Unlimited Calling:

The ***Connect*** service allows local governments to reach thousands in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now you can reach your entire community-quickly and reliably - with voice, text, email, social media and more to improve safety, engage constituents and drive efficiencies. Unlimited messaging also allows you to enhance your communication capabilities for general community outreach notices as well.

- **Keep citizens safe, prepared and informed.** In an emergency, every second counts, and communication is a key component of any crisis response plan. Blackboard Connect ensures you can reach thousands — or hundreds of thousands — in minutes with critical messages.
- **Engage Constituents.** Personalized, one-on-one communication strengthens community relationships. Use Blackboard Connect to keep stakeholders engaged and connected with a variety of messages, preparation to post emergency services such as FEMA funds distribution, cleanup etc.
- **Maximize efficiencies — and close fiscal gaps.** Reduce the time and money it takes to connect with thousands of community members and staff. Blackboard Connect helps save resources by eliminating the need for costly mailings or inefficient phone trees.
- **Send messages faster.** The clean, intuitive interface in Blackboard Connect is simple to use. You can send messages in as little as two clicks, thanks to a streamlined message workflow and pre-set scenario templates.
- **Reach the Right Audience with the Right Information at the Right Time.** Sophisticated — yet easy to use — targeting and geo-mapping tools ensure you connect with your recipients in a more relevant way.

Steve Linehan
Blackboard Connect Inc.
steve.linehan@blackboard.com
508 298-9632

Note: This Price Proposal does not constitute a legal agreement between the Client and Blackboard Connect Inc. Neither party will be bound to any terms until each has executed the company's Services Agreement, which incorporates all the terms, conditions, and obligations of the parties.

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Article 10

Appendix A - MWS Shared Budget

Aug-12

VETERAN SERVICES FY13 BUDGET									
Personnel		**Status/Hrs**	**Salary**	**Health Insurance**	**Life Insurance**				
						Medicare	**Total**		
District Director	R. McLane	FT	$68,269.97	$0.00	$112.32	$989.91	$69,372.20		
District VSO	A. Biggio	FT	$39,592.61	$4,428.00	$112.32	$574.09	$44,707.02		
Veteran Assistant	Vacant (1)	PT	$14,358.24	$0.00	$0.00	$208.19	$14,566.43		
TOTALS:			**$122,220.82**	**$4,428.00**	**$224.64**	**$1,772.20**	**$128,645.66**	**SAUGUS OWES:**	
								Total	$38,216.54
								WAKEFIELD OWES:	
								Total	$38,216.54
								MELROSE:	
Salary Information								Total	$52,212.58
	Hours		$ per hour	Code					
Director	35		$39.52	CNU4-19-3					
VSO	35		$21.75	CNU2-11-1					
Veteran Assistant	18		$15.34	CNU2-05-2-1					Percent
						Total	$114,079.23	Melrose	33
								Wakefield	33.5
	*** Wakefield and Saugus are responsible for staffing their own veteran assistants							Saugus	33.5
	*** Shared costs include Director and VSO only, admin is a Melrose-specific hire							Total	100
FN:FY13MELROSEWAKEFIELDSAUGUSVETERANSERVICESDRAFT1									

Article 10

City of Melrose

Auditor's Office
562 Main Street
Melrose, MA 02176
(781) 979-4108

INVOICE

INVOICE NO: SAUG V1012
DATE October 15, 2012

To: **Town of Saugus**
Attn: Wendy A. Hatch
298 Central St.
Saugus, MA 01906

Mail Payment To:
City of Melrose
Auditor's Offfice
562 Main St.
Melrose, MA 02176

BILLING DATE	DUE DATE				TERMS
10/15/12	11/01/12				

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Veterans Department Payment October to December		
	Salaries	9,162.07	9,162.07
	Health Insurance	370.85	370.85
	Life Insurance	18.81	18.81
	Medicare	132.85	132.85
		SUBTOTAL	$9,684.58
		PAYMENT	
		SHIPPING & HANDLING	
		TOTAL DUE	$9,684.58

Make all checks payable to: City of Melrose
If you have any questions concerning this invoice, call: Bridget Geehan, (781) 979-4108

THANK YOU!

Article 11

Fy 2012 Invoices

Vendor	Invoice Date	Invoice Number	Dollar Amount	Department	Description
L.W. Bills	6/21/2012	8514	$121.70	Building Maint	Service call fire box
L.W. Bills	6/21/2012	8535	$1,043.70	Building Maint	Service call fire box
Water Works	8/3/2012	2136	$1,170.00	Building Maint	Sprinkler
Aggregate	6/18/2012	703570501	$289.15	Highway	Hot top
Aggregate	6/28/2012	703598214	$75.34	Highway	Hot top
Aggregate	6/30/2012	703611843	$388.90	Highway	Hot top
Waltham Service	5/16/2012	1650328	$128.00	DPW	Pest Control
Town of Saugus	11/9/2011	11-781-dv	$739.20	Highway	Detail
Town of Saugus	7/21/2011	11-476-dv	$336.00	Highway	Detail
Panda Electrical	10/14/2011	In-047137-07	$67.00	Building Maint	Saw repair
Mass Bay Electrical	6/19/2012	11618-002-030	$368.00	Highway	Timing on Lights
Mass Bay Electrical	1/9/2012	11618-001.022	$360.20	Highway	Timing on Lights
Mass Bay Electrical	4/30/2012	11618-001-025	$3.75	Highway	Timing on Lights
		Total	$5,090.94		

Article 12

CDM Smith

Memorandum

To: *Scott Crabtree*
Town Manager

From: *Paul Ross, P.E. BCEE*

Date: *October 30, 2012*

Subject: *Lincoln Ave. Reconstruction (Cliftondale Sq. to Revere Town Line)*

CDM Smith has completed a conceptual survey of this stretch of roadway in order to estimate the cost to reconstruct to the limits stated. Estimated costs for appropriation purposes are based on the following major assumptions:

1. Full depth reclamation of entire roadway.
2. New granite curbing.
3. New concrete handicap ramps.
4. Base bid will be for asphalt sidewalks with an alternate bid for concrete sidewalks if bids are within available funding.
5. Adjustment of all castings in roadway and sidewalk areas.
6. New crosswalks where appropriate.
7. An allowance for minor improvements to drainage infrastructure
8. An allowance for survey, engineering, permitting and construction inspection.
9. An allowance for traffic management including police details.
10. A 10% contingency for items not yet known.

The estimated total cost for reconstruction of Lincoln Ave. from Cliftondale Square to the Revere town line is $1.2 million.

Article 13

Article as written:

Article 5. To see what sums of money the Town will vote to raise and appropriate for the Sewer Enterprise Fund for the ensuing fiscal year 2013. (Town Manager)

Maureen Dever stated that members just passed several transfers this evening because of the detailed information presented to them and thanked the Town Manager and the Board of Selectmen for the information.

Town Manager Scott Crabtree affirmed that this was the perfect opportunity to state that the Administration is trying hard to rebuild the bridges for everyone to come together on issues, and earn back the respect and trust of the public and members of Town Meeting as well. Manager Crabtree thanked members for their cooperation and appreciation for the reports.

It was also noted that all the reports given to members this evening are available to the public and can be found on the Town website at www.saugus-ma.gov .

Article as voted:

Article 5. Voted to recommend that the following sums be appropriated to operate the Sewer Enterprise Fund.

Recommended Budget:

Salaries	$227,036.00
Expenses	$3,615,515.00
Transfers Out/Indirect	$341,278.00
Total	$4,183,829.00

$3,560,000.00 funded from Sewer Enterprise Fund Revenue, $623,829.00 to come from Retained Earnings, and $341,278.00 to be appropriated in the General Fund funded by Sewer Enterprise Fund Revenue.

Yeas: 41 Nays: 0 at 8:14 p.m.

Article 5 Passed as recommended.