

H HUNTRESS ASSOCIATES
Landscape Architecture & Land Planning
17 Tewksbury Street, Andover Massachusetts 01810
Phone: 978.470.8882

Additional Services

To: Joe Callahan
Town of Boxford
Haynes Land Committee

Cost Estimate: \$14,550.00

Project: Haynes Land Athletic Fields

Date: April 13, 2015

As Requested by: Same

Estimated Date of Completion: As required

Additional Services Requested

As requested we have evaluated the cost to prepare final construction documents for the Haynes Land Athletic Field Project. The only item that exceeds our original scope and fee is associated with preparing documents to address the special conditions placed upon the approval from both the Conservation Commission and Zoning Board of Appeals. The cost associated with preparing specifications and details associated with those special conditions is fourteen thousand five hundred and fifty dollars (\$14,550.00)

Services will be provided in accordance with the base agreement dated November 2, 2010. Services will commence upon return of signed *Additional Services Form*. It is anticipated that we would need four (4) weeks from the date of approval to finalize construction documents.

Huntress Associates, Inc.

By: Christie Hulse

Title: President

Date: April 13, 2015

Client Authorization

By: [Signature]

Title: Town Administrator / CPO

Date: 4-21-15

John M. Callahan 4/16/15
[Signature] 4/16/15
JOHN SCHWARTZ 4/16/15
[Signature] 4/16/15

**TOWN OF BOXFORD
AGREEMENT FOR DESIGNER SERVICES**

The following provisions shall constitute an Agreement between the Town of Boxford, Massachusetts, acting by and through its Town Administrator, hereinafter referred to as "Town" or "Owner", with an address of 7A Spofford Road, Boxford, MA 01921 and Huntress Associates, Inc., with an address of 17 Tewksbury Street Andover, MA 01810, hereinafter referred to as "Contractor" or "Engineer", effective as of the 2nd day of November 2010, In consideration of the mutual covenants contained herein, the parties agree as follows:

1. ARTICLE 1: SCOPE OF WORK:

- 1.1. The Contractor shall perform all work and furnish all services necessary to provide the Town with Engineering and Design Services for the Haynes Land Recreation Fields. The Contractor shall perform all work in accordance with the requirements and scope of services contained in the Town's request for statements of qualification and the Contractor's proposal, Attachments A and B to this Agreement.
- 1.2. One reproducible copy of all Documents delivered to the Owner shall become the property of the Owner upon payment therefor to the Contractor, and the Owner shall have the right to use, copy and reproduce the Documents in connection with the subject matter of the study, provided, however, that the Owner shall not have ownership of the Contractor's certification or stamp. The Contractor shall not be responsible for changes made in the Documents by anyone other than the Contractor, or for the Owner's use of the Documents without the participation of the Contractor.

2. ARTICLE 2: TIME OF PERFORMANCE:

- 2.1. The Contractor shall complete all work and services required hereunder, in accordance with the requirements of the Town, within 360 days after execution of this Agreement. Time may be extended upon mutual agreement by both parties.

3. ARTICLE 3: PROFESSIONAL RESPONSIBILITY:

- 3.1. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Contractor shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this Agreement.
- 3.2. The Contractor shall complete the services required under this Agreement in a prompt and continuous manner, and so as to meet such time limits as are established during the course of the Agreement.

- 3.3. The Contractor shall furnish appropriate competent professional services for each of the phases of work to the point where detail checking and reviewing by the Town will not be necessary. Any changes, corrections, additions or deletions made by the Town shall be incorporated into the design of the Project unless detailed objections thereto are received from the Contractor and approved by the Town.
- 3.4. The Contractor shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed. Neither the Town's review, approval or acceptance of, nor payment for any of the services furnished, shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.
4. **ARTICLE 4: COMPENSATION:**
- 4.1. The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 284,000.00 (Two Hundred and Eighty Four Thousand Dollars) Payment shall be made monthly, against invoices submitted by the Contractor, and shall be in the same proportion to the contract sum as the percentage of services completed to the total scope of services as of the invoice date.
5. **ARTICLE 5: CONTRACT DOCUMENTS:**
- 5.1. The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:
- 5.1.a. This Agreement.
- 5.1.b. Amendments, or other changes mutually agreed upon between the parties.
- 5.1.c. All attachments to this Agreement.
- 5.2. In the event of conflicting provisions, those provisions in the following order of precedence shall govern:
- 5.2.a. Amendments to the Agreement, or other changes mutually agreed upon between the parties
- 5.2.b. This Agreement
- 5.2.c. All attachments to this Agreement
6. **ARTICLE 6: CONTRACT TERMINATION:**
- 6.1. The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:
- 6.1.a. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
- 6.1.b. Violation of any of the provisions of this Agreement by the Contractor.
- 6.1.c. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

6.2. The Town may terminate the Agreement without cause and for convenience upon ten (10) days written notice to the Contractor.

7. **ARTICLE 7: INDEMNIFICATION:**

7.1. Each party shall, indemnify and hold harmless the other party and its officers, agents, and all employees from and against claims to the extent caused by such parties' willful misconduct or negligent errors or omissions during the performance of this Agreement. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

8. **ARTICLE 8: AVAILABILITY OF FUNDS:**

8.1. The compensation provided by this Agreement is subject to the availability and appropriation of funds.

9. **ARTICLE 9: APPLICABLE LAW:**

9.1. The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

10. **ARTICLE 10: ASSIGNMENT/SUBCONTRACTORS/CONSULTANTS:**

10.1. Neither party shall make any assignment of this Agreement without the prior written approval of the other party. The Contractor hereby represents that it shall retain the following subcontractor consultants for the performance of portions of the scope of services:

10.1.a. Neve Morin Group, Inc.

10.1.b. Pine & Swallow, Inc.

10.1.c. DJK Associates, Inc.

10.1.d. DJ International, Inc.

10.2. The Contractor shall not use or employ other consultants without the prior approval of the Town.

11. **ARTICLE 11: AMENDMENTS:**

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until

after the written execution of the amendment or change to the Agreement by both parties.

12. ARTICLE 12: INSURANCE:

12.1. The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors it uses shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated.

12.1.a. General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

12.1.b. Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

12.1.c. Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

12.1.d. Professional Liability Insurance

Minimum Coverage	\$1,000,000 per claim.
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12.2. Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for the General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

13. ARTICLE 13, CERTIFICATIONS:

13.1. The Contractor hereby certifies:

- 13.1.a. if an individual, the individual is a registered engineer or architect;
- 13.1.b. if a partnership, a majority of all the partners are persons who are registered engineers or architects;
- 13.1.c. if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered engineers or architects, and the person to have the project in his or her charge is a registered engineer or architect;
- 13.1.d. if a joint venture, each joint venturer satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7, §38A½)

- 13.2. The Contractor hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7, §38H(e)(i))
- 13.3. The Contractor hereby certifies that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor. (Statutory reference: M.G.L. c.7, §38H(e)(ii))
- 13.4. The Contractor hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Contractor. (Statutory reference: M.G.L. c.7 §38H(e)(iii))
- 13.5. The Contractor shall maintain all books, records, and accounts related to the Project in compliance with the following:
- 13.5.a. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- 13.5.b. Until the expiration of six years after final payment, the Town, the office of the inspector general and the deputy commissioner of capital asset management shall have the right to examine any books, documents, papers or records of the Contractor or of its consultants that directly pertain to, and involve transactions relating to, the Contractor or its consultants.
- 13.5.c. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph shall not be public records and shall not be open to public inspection, except as provided in subparagraph 13.5.b. (Statutory reference: M.G.L. c.30, §39R)
- 13.6. The Contractor and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Contractor in the preparation of bid documents, as reasonably determined by the Town. (Statutory reference: M.G.L. c.7, §38H(J))
- 13.7. Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 13.8. The Contractor hereby certifies under penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference: M.G.L. c.62C, §49A)

14. ARTICLE 14: ADDITIONAL TERMS AND CONDITIONS:

- 14.1. Standard of Performance. In performing the services under this Agreement, the Contractor will use the degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and surveying profession. Any problems relating to the services provided herein should be brought to the attention of the Contractor as soon as encountered and before any obligation is incurred. If reasonable under the circumstances, the Contractor reserves the right to correct any errors, including, but not limited to, the selection of a subcontractor or subconsultant and the negotiation of fees. The Contractor provides no warranty or guarantee, express or implied, regarding the services provided hereunder.
- 14.2. Hazardous Materials. Unless otherwise provided in this Agreement, the Contractor and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
- 14.3. Rely On. In performing its work, the Contractor shall be entitled to rely on the accuracy and completeness of work of third parties, the representations of and material provided by the Town and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 14.4. Cost Estimates. Opinions of the probable costs of construction, financing, acquisition of land, rights-of-way and other costs shall be made in accordance with good engineering practice and procedure. The Town acknowledges that the Contractor has no control over construction costs, competitive bidding and market conditions, or costs of financing, acquisition of land or rights-of-way; and the Contractor does not guarantee the accuracy of such opinions of the probable costs as compared to actual costs or contractor's bids.
- 14.5. Access. The Town shall arrange for access to the property and obtain the necessary permissions for the Contractor and/or their representatives to perform the contracted services, by mailings and legal notices, as appropriate.
- 14.6. Limitation of Liability. The Contractor's liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be the total amount paid to the Contractor under this Agreement or \$50,000, whichever is less. This limitation shall be deemed to be a part of the negotiated terms of the Agreement. Any increase in the liability limit must be agreed upon by the parties in writing prior to commencement of Services.
- 14.7. Consequential Damages. The Town hereby agrees that to the fullest extent permitted by law the Contractor shall not be liable to the Town for any special, indirect, or

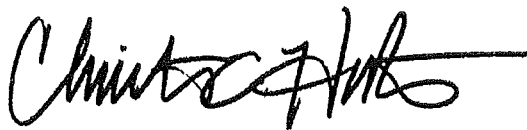
consequential damages whatsoever, whether caused by the Contractor's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including but not limited to delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

- 14.8. Third Party Beneficiaries. Services performed by the Contractor under this Agreement are intended solely for the benefit of the Town. Nothing contained herein shall confer any rights upon or create any duties on the part of the Contractor, or cause the Contractor to be held to a fiduciary capacity, toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.

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

TOWN OF BOXFORD

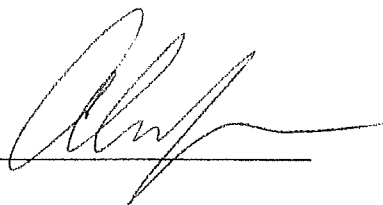
by
Huntress Associates, Inc.



Christian C. Huntress, President

Printed Name and Title

by its Town Administrator:



Kathleen D. Bennett
Finance Director

TOWN OF BOXFORD
REQUEST FOR PROPOSALS

FOR
ENGINEERING AND DESIGN SERVICES
NEW RECREATIONAL FIELDS

The Town of Boxford, through its Board of Selectmen, hereby gives notice that it is soliciting written proposals from individuals or firms to provide design and engineering services for new athletic fields on the Town owned land known as the Haynes Land in Boxford, Massachusetts. The proposer agrees to provide all the services identified in Attachment "A": Scope of Services.

INSTRUCTIONS

1. Sealed proposals will be accepted no later than July 13, 2010 2:00 PM. No proposals will be accepted after the time and date specified. Proposals will be submitted in a sealed envelope marked "PROPOSAL FOR ENGINEERING AND DESIGN SERVICES – HAYNES LAND RECREATIONAL FIELDS" addressed to:

Alan Benson, Town Administrator
Town Hall
7A Spofford Road
Boxford, MA 01921

2. Each proposal shall consist of two parts: a Non-Price Proposal and a Price Proposal. An original and ten copies of both parts of the proposal shall be placed in separate sealed envelopes clearly labeled as "Non-Price Proposal" and "Price Proposal" respectively. The "price proposal" shall consist exclusively of a completed price proposal form which is included as part of Attachment "B" to this RFP.

3. The Town will not be responsible for the premature opening of any proposal not properly identified.

4. The Town reserves the sole and exclusive right to reject any or all proposals.

5. Proposals which are incomplete, not properly endorsed or signed, or which are otherwise contrary to these instructions may be rejected.

6. The successful Proposer will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any moneys hereunder, or its claim thereto, without the previous written consent of the Town.

7. A site walk of the land will be held on Tuesday June 22, 2010 at 1:00 PM. We will meet at the existing Fire Station at 6 Middleton Road in Boxford.

8. Questions regarding this proposal should be directed to Kathy Carleton Town of Boxford via e-mail at kcarleton@town.boxford.ma.us. Site walks outside of this schedule site walk are not allowed.

9. This Request for Proposals is subject to the provisions of the Massachusetts General Laws, Chapter 30B. Pursuant to G.L. c.30B; the Town may waive "minor informalities" or allow the Proposer to correct them. Other minor errors will be clarified in the spirit of the letter of c.30B. Conditional bids will not be considered as responsive pursuant to c.30B.

10. Proposers should be advised that funding for the services requested in this RFP has not yet been appropriated. It is anticipated that a Warrant article will be presented to the Town at the Fall Town meeting seeking approval of funding for the services of this RFP only. Construction funds will be sought at a later date. Should funds

not be appropriated at the Fall Town meeting for any reason whatsoever all proposals submitted under this RFP may be rejected at the Towns discretion. The fall town meeting is currently scheduled for October 28, 2010.

11. Proposers should provide a total of **10 copies of their proposal and a CD** with a complete copy of the proposal in pdf form.

12. Should proposers be asked to interview, the interviews are scheduled for July 20 and July 22, 2010. Proposers should be available to interview on these dates.

REVIEW

1. Proposals will be reviewed and considered by members of the Haynes Land Advisory Committee.

2. A contract for the design and engineering services will be awarded to the responsible and responsive Proposer submitting the most advantageous proposal based on the relative merits as listed in the Evaluation Criteria section herein. A template contract is attached as Attachment "C".

3. No proposal may be withdrawn within one hundred eighty (180) days after said proposal is opened.

4. The Town of Boxford reserves the right to reject any or all proposals, waive any informalities or to award the Proposal deemed in the best interest of the Town.

INFORMATION TO BE CONTAINED IN THE PROPOSAL

The Non-Price proposal must contain the following information:

1. Detailed narrative description of the proposed services to be provided.

2. Timeline for completing the various tasks as identified in the attachment.
3. Proof of the individual's or firm's technical and financial ability to carry out the proposal.
4. Description of previous projects of a similar nature to the project proposed by the individual or firm (if any).
5. List of all firms and areas of expertise that will comprise the design team.
6. Description and résumés of all individuals who will work on the project, including their titles and functions.
7. List of all parties having a financial interest in the proposal.
8. Signed and completed Attachment "D": (1) Certificate As to Corporate Bidder; (2) Certificate as to Payment of State Taxes; (3) Certificate of Non-collusion; and (4) Certificate of Fair labor practices.
9. A comprehensive list of all completed projects and all projects under contract. List shall include a project scope description, a description of your firm's role, completion status, start and end dates of contract and owner contact information.

EVALUATION CRITERIA

The Town will evaluate the Non-Price Proposals and consider the relative merits of each based on the following criteria:

Criteria	Highly Advantageous	Advantageous	Non-Advantageous
Proposes the most effective and efficient use of the design work done to date.	All existing work done to date will be reused such that no additional expenditure on the Town's part is required to re-create this work.	Most of the existing work done to date will be reused.	None of the existing work done to date will be reused.
Willingness and ability to meet deadlines.	All relevant completed projects were on schedule	90% or more of completed projects were on schedule	Less than 90% of completed projects were on schedule
Proof of successful completion of similar projects within the Commonwealth of Massachusetts.	6 or more multiple recreational field projects in the last 5 years	3 to 5 multiple recreational field projects in the last 5 years	Fewer than 3 multiple recreational field projects in the last 5 years
Experience in successful completion of regulatory approval for projects in Boxford.	Two or more of the firms on the design team have successfully permitted 5 or more projects in Boxford.	One or more of the firms on the design team have successfully permitted 3 or more projects in Boxford.	None of the firms on the design team have successfully permitted projects in Boxford.
Experienced project personnel	10 or more years experience in the design of multiple recreational field projects	3-10 years experience in the design of multiple recreational field projects	Less than 3 years experience in the design of multiple recreational field projects
References	Excellent references from 5 or more past projects	Excellent references from 2-5 past projects	Excellent references from 0-1 past project
Interview	Proposer demonstrates an outstanding ability to work collaboratively with many stakeholders	Proposer demonstrates a ability to work collaboratively with project stakeholders	Proposer demonstrates little ability to work collaboratively with project stakeholders.

The Town will evaluate the Price Proposals and consider the relative merits of each based on the overall amount and the hours included.

ATTACHMENT A-SCOPE OF SERVICES
Request for Proposal – Engineering and Design Services New Recreational Fields
Boxford, MA

Background

The Haynes Land Advisory Committee has worked over the past two years to develop a master plan and pricing documents as well as approval from Natural Heritage to proceed with the final design and permitting for the project. Site analysis and alternative plans were developed and the documents listed below are available for your use in preparing your RFP response. These documents include:

- Master Plan
- Conservation Restriction Plans
- Natural Heritage Permit Application
- Environmental Considerations
- MEPA / ENF information
- Pricing drawings including: materials plans, layout plans, grading plans, storm water management concepts, irrigation wells, subdrainage plans, irrigation plans, planting plans, phasing plan, construction details and specs
- Soils information.

The master plan is in its final form but may need to be massaged as grading, subdrainage and storm water management plans and other documents that have been prepared by the committee, are analyzed and developed further as part of the services defined below.

1. Survey and Base Plan Preparation

A field survey, including topography, has been performed by Neve-Morin Group, Inc. and is attached to this RFP as Attachment "E". It is anticipated that the existing survey work done will be utilized to the greatest extent possible. Any additional survey work, borings, testing and any additional site investigation that the proposer determines is required to accomplish the work shall be included in this proposal. All of these existing surveys and other information will be made available for use.

2. Project Area Analysis and Assessment

Provide the Town with a site analysis report and conditions that may influence the design. This report will include a review of the existing conditions of the site, review of testing completed at the site, and review of plans, specifications and documents prepared by the committee. The report will also include recommended changes to the Plans prepared by the Committee.

3. Preliminary Design

Based upon the Analysis and Assessment of the project, prepare a Preliminary Design Plan that will be the basis for Design Development. Considerable work has already been done to date and is available on the Town's website

www.town.boxford.ma.us/selectmen.shtml for reference (contact Kathy Carleton kcarleton@town.boxford.ma.us to obtain this information). The Haynes Land Advisory Committee expects that the proposer will reuse most if not all this existing information.

4. Design Development

Proposal should include development of the design based on the approved preliminary design plan. The Design Development phase should include, at a minimum the following: cover sheet, overall plan, layout plan, materials plan, handicapped emergency parking, utilities plan, grading and drainage plan including soil erosion and sediment control, subdrainage plans, phasing, traffic analysis, geotechnical study, well water consulting and planting and irrigation plans. An outline of the specifications and drafts of construction details is to be provided. This task will also include an itemized estimate of probable construction costs. Documents are to be submitted to the Haynes Land Advisory Committee and Town officials for review and comment. Comments and revisions will be addressed based on the Committees review.

5. Preparation of Construction Documents

Documents suitable for permitting, bidding, contracting and construction are to be prepared and estimates of the probable construction costs must be provided. Designer must plan meetings with the Town's contracting official to ensure the contract documents, project plans and specifications meet with State and Town contracting requirements.

6. Coordination Meetings

Meetings must be held with the Haynes Land Advisory Committee, Conservation Commission, Planning Board, Board of Selectmen, Zoning Board of Appeals, Board of Health, and other officials and local groups to discuss the objectives of the project. The proposal fee should include attendance at meetings, preparation and distribution of the meeting minutes and program goal and development coordination through the preparation of construction drawings.

7. Permitting

Proposer shall identify all necessary permits required for the project at the local, State and Federal level. The Town has secured permits with Massachusetts Division of Fisheries and Wildlife Natural Heritage and Endangered Species Program. Permit (without attachments) is enclosed with this RFP as Attachment "F". Additional documentation such as draft conservation restrictions are available.

A representative must be present at all permitting meetings. It is anticipated that permits will be required from the following agencies or departments;

1. Conservation Commission
2. Planning Board
3. Board of Health
4. Zoning Board

Proposer shall be responsible for preparing all plans, specifications, presentations and studies that are required to permit the project and prepare all permit forms that are required for each agency or department.

Attendance at meetings as necessary to satisfy the requirements of these departments or agencies.

Services shall include the preparation of materials and documents and attendance at a minimum of 15 meetings, in order to obtain regulatory approval, in addition to regular meetings with the Haynes Land Advisory Committee. If more than one meeting occurs during one day, it shall be considered one meeting. Additional meeting, if necessary, will be billed as an extra service as agreed to by the Committee.

8. Bidding Assistance

Fees associated with bidding the project are included in this proposal.

9. Construction and Contracting Services Phase 1

Construction administration (CA) services shall be included in this proposal for Phase 1 as shown on the plan provided by the Town as part of this RFP as Attachment "G". CA services shall include attendance at weekly job meetings, including taking and distributing meeting minutes of those weekly meetings, review and approval of submittals, answering RFI's, creating and amending punch lists of completing work, observing and reporting on deficiencies in ongoing and completed construction and other tasks as may be necessary to complete the project.

10. Construction and Contracting Services Phase 2 &3

Construction administration (CA) services shall be included in this proposal for Phase 2 &3 beginning at the end of Phase 1 as shown on the plan provided by the Town as part of this RFP. CA services shall include attendance at weekly job meetings, including taking and distributing meeting minutes of those weekly meetings, review and approval of submittals, answering RFI's, creating and amending punch lists of completing work, observing and reporting on deficiencies in ongoing and completed construction and other tasks as may be necessary to complete the project.

(3) CERTIFICATE OF NON-COLLUSION

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

(Name of person signing bid or proposal)

(Name of Business)

(4) CERTIFICATE OF FAIR LABOR PRACTICES

The undersigned certifies under penalties of perjury that in accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations, Part 51, his/her company does not discriminate on its employment, procurement and marketing activities on the basis of race, creed, color national origin, sex, handicap or age.

(Name of person signing bid or proposal)

(Name of Business)

ATTACHMENT "E"

Field Survey

Request for Proposal – Engineering and Design Services New Recreational Fields

ATTACHMENT "F" – Natural Heritage Permit (w/o attachments)
Request for Proposal – Engineering and Design Services New Recreational Fields



Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

Wayne F. MacCallum, Director

MA ENDANGERED SPECIES ACT (G.L. c.131A) CONSERVATION AND MANAGEMENT PERMIT

DATE 22 April, 2010

CONSERVATION PERMIT NO.: 010-131.DFW

NHESP FILE NO. 04-16989

PERMIT HOLDER Town of Boxford

PROJECT Athletic Fields and Residential Development

Pursuant to the authority granted in the Massachusetts Endangered Species Act ("MESA") (G.L. c. 131A) and its implementing regulations (321 CMR 10.23), the Director of the Massachusetts Division of Fisheries & Wildlife (the "Division") hereby issues a Conservation and Management Permit to the Town of Boxford (the "Permit Holder"). This permit authorizes the "taking" of the State-listed Blanding's Turtle (*Emydoidea blandingii*), which is listed as "Threatened," pursuant to the MESA, arising out of the construction of athletic fields and a cluster residential development (the "Project"), on a ±75.5 acre site located northwest of the intersection of Middleton Road and Main Street in the Town of Boxford, Massachusetts (Book 27401, Page 149, Essex County Registry of Deeds; the "Property").

Under the authority granted by and in accordance with MGL c.131A§3 and 321 CMR 10.23, the Director may permit the taking of a State-listed Species for conservation and management purposes provided that there is a long-term Net Benefit to the conservation of the impacted species. If the Director determines that the applicant for a permit has avoided, minimized and mitigated impacts to the State-listed Species consistent with the following Performance Standards, then the Director may issue a conservation and management permit, provided:

- (a) the applicant has adequately assessed alternatives to both temporary and permanent impacts to State-listed Species;
- (b) an insignificant portion of the local population would be impacted by the Project or Activity, and;
- (c) the applicant agrees to carry out a conservation and management plan that provides a long-term Net Benefit to the conservation of the State-listed Species that has been approved by the Director, as provided in 321 CMR 10.23(5), and shall be carried out by the applicant.

www.masswildlife.org

Division of Fisheries and Wildlife

Field Headquarters, North Drive, Westborough, MA 01581 (508) 389-6300 Fax (508) 389-7890

An Agency of the Department of Fish and Game

The Director has determined that the applicant for this permit has met the above noted Performance Standards and that the conservation and management plan described herein provides a long-term Net Benefit to the conservation of the Blanding's Turtle.

Pursuant to this permit, (a) +/-68.546 acres of the +/-75.5 acre site will be protected in perpetuity as open space and State-listed species habitat through two (2) Executive Office of Energy & Environmental Affairs-Division of Conservation Services ("EEA-DCS") approved Conservation Restrictions, which includes the +/-15.786 acre athletic facility, preventing future land use changes (i.e. with increased traffic); (b) and +/-0.75 acres of turtle nesting habitat will be created and maintained. Therefore, the Project can be permitted pursuant to the MESA. This Conservation and Management Permit (the "Permit") is issued to condition the Project and to provide a long-term Net Benefit to the Blanding's Turtle.

In accordance with the documents submitted to the Division entitled:

- "Conservation and Management Permit Application" (dated 8/7/09, prepared Oxbow Associates, Inc.; the "Application");
- "Plan of Land in Boxford, Mass. Showing Conceptual Lot Development, Parcel 2, Prepared for Town of Boxford," prepared by The Neve-Morin Group, Inc., dated 3/18/09; the "Project Plan", Attachment 1);
- Conservation Restriction Plan (dated 4/8/10, prepared by Donohoe and Parkhurst, Inc; the "CR Plan"; Attachment 2);
- "Conservation Restriction" (Attachment 3);
- "Conservation Restriction, Athletic Fields" (Attachment 4);
- "Nesting Habitat Creation & Maintenance Plan" (prepared by Oxbow Associates, Inc.; the "Nesting Habitat Plan"; Attachment 5);
- Warrant Article (Attachment 6)

and any other plans and documents referenced herein, this Conservation and Management Permit is issued with the following conditions:

General Conditions:

1. The Project authorized by this Conservation and Management Permit shall be completed within three (3) years from the date of issuance. If needed, the Permit Holders shall submit a written request to the Division for an extension of time to complete said Project and the Division will review the Project pursuant to MESA for any continuing impacts as described herein and for any new impacts to any State-listed Species found subsequent to the issuance date of this Permit.
2. This Permit shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act regulations (310 CMR 10.37, 10.58(4)(b), 10.59), as applicable, by the Natural Heritage & Endangered Species Program ("NHESP") of the Division.
3. The work authorized by this Permit involves the construction of athletic fields, housing, and associated improvements as shown on the Project Plan (the "Work"; Attachment 1). The Work also includes any other on-site activity required by the Division as a condition of this Permit.
4. Division representatives shall have the right to enter and inspect the Property subject to this Permit at reasonable hours to evaluate permit compliance and require the submittal of any reasonable information not otherwise required by this Permit but deemed necessary by the Division to complete its evaluation.

5. Any proposed change to any plan identified in this Permit, or to the state-listed species conservation plan required by way of this Permit, shall require the Permit Holder to inquire of the Division, in writing, whether the change is significant enough to require the filing of a new Conservation and Management Permit Application, and/or require additional long-term Net Benefit for affected State-listed species. The Division retains the right to require the submittal of additional, reasonable information to evaluate the plan change.
6. This Conservation and Management Permit shall apply to, and inure to the benefit of, the Permit Holder and any successor-in-interest of the Permit Holder, or to a subsequent successor-in-control of the Property or portion thereof subject to this Conservation and Management Permit should Permit Holder convey its record ownership of the Property to said successor-in-control, as well as to any contractor or other person performing work conditioned by this Conservation and Management Permit. Within three days of the transfer of an interest in the property or a portion thereof, any successor-in-interest or subsequent successor-in-control [ie, subsequent owners or operators] of the Property or a portion thereof shall provide the Division with a letter indicating (1) that the successor is the successor-in-interest of the Permit Holder or the successor-in-control [ie, current owner or operator] of the Property or a portion thereof, and (2) that said successor will perform the obligations of the Permit Holder as set forth in this Conservation and Management Permit.

If the Permit Holders determine that the successor-in-control of the Property or portion thereof should be a Homeowners Association, Condominium Association, or the like whose members are the owners of all or a portion of the constructed units, Permit Holders shall submit to the Division for review for compliance with the terms and provisions of this Permit all proposed documents creating said Homeowners Association, Condominium Association, or the like and defining the rights, powers, and responsibilities of said Association and its members. No such Association's documents shall be signed, recorded, or be deemed legally effective in any manner without the express written approval of the Division. The Division's review and approval of such documents are limited to ensuring compliance with this Permit.
7. Prior to the start of work, the Permit Holder shall notify the Division in writing of the name, address, business and home telephone numbers of the project supervisor(s) and/or contractor(s) responsible for compliance with this Conservation and Management Permit. The Permit Holder shall provide updated information in writing to the Division should new or additional project supervisors and/or contractors be hired after Work has commenced. Within three (3) days of the start of work, the Permit Holder shall send a letter to the Division stating the date upon which work commenced.
8. Prior to the start of Work, the text of this Conservation and Management Permit shall be recorded by the Permit Holders in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the Property. In the case of recorded land, the Conservation and Management Permit shall be noted in the Registry's Grantor Index under the name of the owner of the Property upon which the proposed Work is to be done. In the case of registered land, the Conservation and Management Permit shall be noted on the Land Court Certificate of Title of the owner of the Property upon which the proposed Work is done. Permit Holders shall submit to the Division a date-stamped and signed copy of said recorded Permit showing the date and book and page of recording of said Permit within 5 days after recording and/or filing, as applicable. No Work shall begin on the Property until the Permit is recorded and said recorded copy is submitted to the Division except as otherwise approved by the Division in writing.
9. At the completion of Work the Permit Holder shall submit a written request for a Certificate of Permit Compliance to the Division including as-built plans and other supporting materials.

demonstrating the completion of Work and compliance with all conditions herein.

10. Any land protected to achieve a long-term Net Benefit associated with this Permit, shall remain undeveloped and protected as habitat in perpetuity.
11. The Permit Holder shall comply with all Conditions and Special Conditions contained within this Permit and complete the Project consistent with all Division-approved plans and supporting documents except as otherwise approved by the Division in writing.
12. A violation of any condition of this Conservation and Management Permit will result in an unauthorized Take pursuant to M.G.L. c. 131A and may be subject to civil and or criminal penalties pursuant to M.G.L. c. 131A.

Special Conditions:

13. Authorized Construction and Uses: This Conservation Permit authorizes construction and uses on the Site as described above. All work shall be confined to the area of the site within the limits of work as shown on the Project Plan (Attachment 1). All Work shall be confined to Areas G and H shown on the CR Plan (Attachment 2), and work within "Restricted Area H-1" shown on the CR Plan, shall be limited to construction of a water supply well and associated improvements minimally necessary to construct and operate said well.
14. Conservation Restriction: The Permit Holder shall execute an EEA-DCS approved Conservation Restriction on +/-52.76 acres of land labeled as "Use Area 1", and Restricted Areas A, B, C, D, and E on the CR Plan referenced above and shown in Attachment 2. The Permit Holders shall execute a second EEA-DCS approved Conservation Restriction on +/-15,786 acres of land labeled as "Restricted Area G" on the CR Plan.

The Conservation Restrictions shall be in substantially the same form as shown in Attachments 3 and 4, and shall be granted by the Permit Holder to the Boxford Trails Association/Boxford Open Land Trust and to the Boxford Athletic Association, respectively, or to any other qualified land trust, nonprofit organization or government entity approved in writing in advance by the Division. Any changes in the form of said Conservation Restrictions other than typographical or grammatical changes must be approved in writing by the Division before said changes are submitted to the Secretary of the Executive Office of Energy & Environmental Affairs for approval. If the Executive Office of Energy & Environmental Affairs requires changes that substantially expand the permitted activities in said Conservation Restriction(s), Permit Holders shall immediately notify the Division in writing of the requested changes so that the Division can review said proposed changes for compliance with the terms and provisions of this Permit. If the Division determines that said proposed changes to the Conservation Restriction(s) are inconsistent with the purposes of this Conservation and Management Permit, the Division shall have 60 days after receipt of said Notice to discuss said proposed changes with said Executive Office in order to seek deletion or modification of the requested changes.

No Work shall be initiated on the Property until the Permit Holders have submitted proof to the Division of filing of said draft Conservation Restrictions with the MA Executive Office of Energy & Environmental Affairs-Division of Conservation Services.

Said Conservation Restrictions shall be executed and recorded in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the Property, no later than six (6) months from the initiation of Work associated with this

Permit. Work shall cease if said Conservation Restriction is not recorded and copies thereof received by the Division by this date, provided, however, that the Division may extend this date from time to time if the failure to execute and record said Conservation Restriction results from circumstances beyond the control of Permit Holders and so long as the Permit Holder continue in good faith to seek to execute and record said Conservation Restriction.

15. Conservation Restriction Boundaries & Signage: Prior to the initiation of any other Work, the boundaries of the CR Parcels shall be permanently monumented and marked with signage as shown on the CR Plan (*Attachment 2*). Said permanent bounds and signage shall be maintained in good condition by the Permit Holder, and repaired or replaced, as necessary.
16. Nesting Habitat Creation & Maintenance: Prior to April 15, 2011, the Permit Holder shall create +/- 0.75 acres of nesting habitat in accordance with the Nesting Habitat Plan (*Attachment 5*). Said work shall be performed under the supervision of a qualified wildlife biologist approved in writing in advance by the Division. Within 48 hours of completion the nesting habitat creation, said biologist shall provide written confirmation to the Division that said Work was completed in accordance with said Plan. In accordance with said Plan, the nesting area shall be inspected by a Division-approved biologist during years 1, 2, 5, 7, and 10 following the habitat creation, and every 5 years thereafter, with reporting to the Permit Holder and to the Division as specified in *Attachment 5*. To ensure adequate funding for inspections, prior to the start of Work, the Permit Holder shall appropriate \$5,000 in accordance with the Warrant Article (*Attachment 6*). To the extent that said \$5,000 is insufficient to fund the monitoring through year 10, the Permit Holder shall provide additional funds as reasonably necessary to carry out said inspections and reporting. Long-term management after year 10 shall be implemented by the Permit Holder in accordance with the procedures set forth in the Nesting Habitat Plan; and additional funds shall be appropriated as necessary to carry out said management.
17. Construction Staff Education: All construction, landscaping, and other sub-contractors associated with the Project shall be informed in writing of the likely presence of State-listed Species on the Property and what measures should be implemented to minimize direct harm to State-listed Species. Further, no wildlife shall be removed from the Property without approval of a qualified wildlife biologist or the Division except as necessary to receive veterinary treatment in the case of harm during construction.
18. The Division shall be notified, in the form of a Rare Animal or Plant Observation Form, within 10 day of the observation of any State-listed Species within or outside the limits of work. These forms are available from the NHESP website www.nhesp.org by choosing "Species Information" on the navigation bar.
19. Notice of Appeal Rights: This Determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.23. Any person aggrieved by this decision shall have the right to an adjudicatory hearing at the Division pursuant to M.G.L. c. 30A, s.11 in accordance with the procedures for informal hearings set forth in 801 CMR 1.02 and 1.03:

Any notice of claim for an adjudicatory hearing shall be made in writing and be accompanied by a filing fee in the amount of \$500.00. The notice of claim shall be sent to the Division by certified mail, hand delivered or postmarked within 21 days of the date of the Division's Determination to:

Wayne MacCallum
Director
Division of Fisheries and Wildlife
Field Headquarters

One Rabbit Hill Road,
Westborough, MA 01581

Any notice of claim for an adjudicatory hearing shall include the following information:

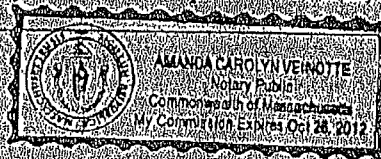
1. The file number for the project;
2. The complete name, address and telephone number of the person filing the request, and the name, address and telephone number of any authorized representative;
3. The specific facts that demonstrate that a party filing a notice of claim satisfies the requirements of an "aggrieved person," including but not limited to (a) how they have a definite interest in the matters in contention within the scope of interests or area of concern of M.G.L. c. 131A or the regulations at 321 CMR 10.00 and (b) have suffered an actual injury which is special and different from that of the public and which has resulted from violation of a duty owed to them by the Division;
4. A clear statement that an adjudicatory hearing is being requested;
5. A clear and concise statement of facts which are grounds for the proceeding, the specific objections to the actions of the Division and the basis for those objections; and the relief sought through the adjudicatory hearing; and a statement that a copy of the request has been sent by certified mail or hand delivered to the applicant and the Record Owner, if different from the applicant.

Wayne F. MacCallum
Wayne MacCallum, Director
Massachusetts Division of Fisheries & Wildlife

On this 22nd day of April, 2010, before me, the undersigned notary public, personally appeared Wayne MacCallum, Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Amanda Carolyn Veinotte
Amanda Carolyn Veinotte, Notary Public
My Commission expires: October 26, 2012

Conservation Permit 010-131 DFW
issued this 22nd day of April, 2010
Work must be completed by: 22 April 2013



ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL TERMS OF THIS CONSERVATION PERMIT

The undersigned below agrees that commencement of any work authorized by and described in this Conservation and Management Permit constitutes acknowledgement and acceptance of all terms of this permit.

Signatory 1
Organization

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

SEAL

My commission expires: _____

ATTACHMENT "F"

Phasing Plan

Request for Proposal – Engineering and Design Services New Recreational Fields

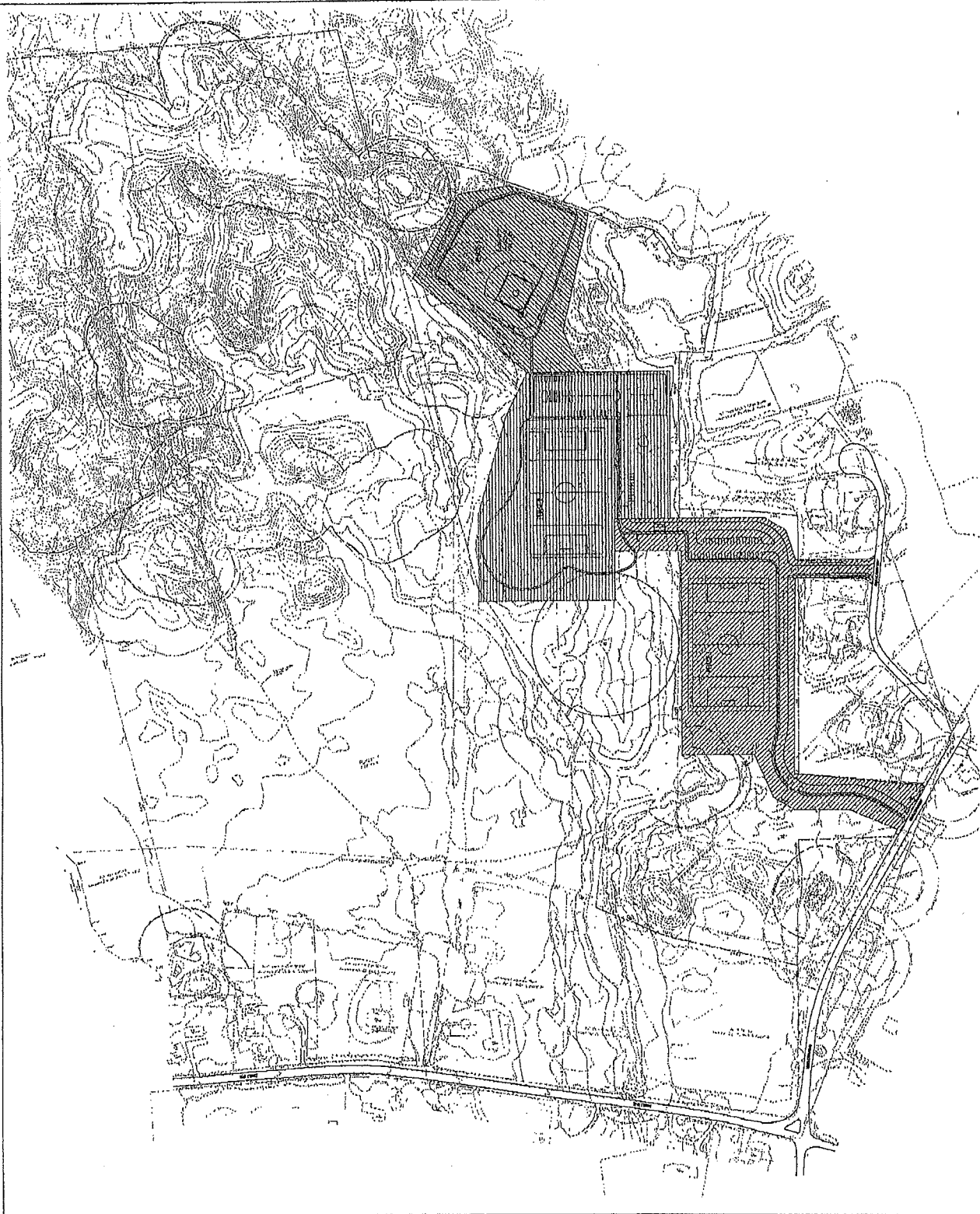
PROPOSED REARINGS



DATE	10/1/87
BY	10/1/87
SCALE	1"=100'
NO.	10/1/87
REV.	10/1/87
DATE	10/1/87
BY	10/1/87
SCALE	1"=100'
NO.	10/1/87
REV.	10/1/87

PHASING
PLAN

1.80



H HUNTRESS ASSOCIATES

Landscape Architecture & Land Planning

July 13, 2010

Mr. Alan Benson
Town Administrator
Town of Boxford
Town Hall
7A Spofford Road
Boxford, MA 01921

Re: Haynes Land Recreational Fields - Boxford, Massachusetts

Dear Mr. Benson:

I am pleased to present our qualifications for the design services related to the Engineering and Design Services for the Haynes Land Recreational Fields. Enclosed you will find ten (10) copies of our proposal including an outline of our team, past experience in athletic field design and permitting.

Huntress Associates, Inc. is a landscape architecture and planning firm specializing in athletic facility planning, design and construction documentation. With over twenty years of experience in the design of athletics for college, university, municipal and private clients our proven expertise in this area will bring a significant resource to this project. Our office has designed athletic facilities currently being used for NCAA and High School championship competition. I have also personally served as a guest lecturer for the Massachusetts Municipal Association on topics which include the public design and bidding process, athletic field construction and the benefits of synthetic turf.

KEY PERSONNEL

As the scope outlined in your RFP includes several disciplines, we have assembled a team of professionals with whom we often partner on projects of similar scope and size. My firm would serve as the lead, and the team would include the following:

- | | | |
|----|----------------------------------------------------------------|------------------------------------------------------------------------|
| 1. | Huntress Associates, Inc.
<i>Christian C. Huntress, RLA</i> | Landscape Architects and Planners
<i>Principal, Project Manager</i> |
| 2. | Neve Morin Group, Inc.
<i>John Morin, PE</i> | Survey and Civil Engineering
<i>Principal</i> |
| 3. | Pine & Swallow, Inc.
<i>Michael Agonis,</i> | Soil Scientists
<i>Senior Environmental Technician</i> |
| 4. | Irrigation Consultants, Inc.
<i>Brian Vinchesi</i> | Irrigation & Well Consultants
<i>Principal</i> |
| 5. | DJK Associates, Inc.
<i>Dermot J. Kelly PE</i> | Traffic Engineers
<i>Principal</i> |

See the attached firm descriptions, resumes and recent project experience sheets attached hereto for additional information.

RECENT PROJECTS:

The above team has worked successfully on dozens of athletic field projects. Several recent projects which make us particularly well suited for this scope of work include:

1. **Salem State College Baseball Field** – Salem, Mass.
Timothy Shea, Athletic Director (978) 542-6517
2. **Massachusetts College of Liberal Arts Soccer Field** – North Adams, MA.
Scott Nichols, Athletic Director (413) 662-5412
3. **Wachusett Regional High School Athletic Fields** – Holden, Mass.
Mr. Michael McLarney - URS Corp (Owner's Rep) (617) 218-7893
4. **Stonehill College Athletic Fields & WB Mason Stadium** – Easton, Mass.
Brendon Sullivan, Athletic Director (508) 565-1384
5. **Worcester State College Synthetic Turf & Track** – Worcester, Mass.
Sandra K. Olson, Director of Facilities (508) 929-8052
6. **University of New Hampshire Synthetic Turf Fields (3)** – Durham, NH
David W. White, Construction Manager (603) 231-4957
7. **University of New England - Synthetic Turf Field** – Biddeford, ME.
Kim Allen, Athletic Director (207) 602-2562
8. **Brooks School – Athletic Fields** – North Andover, Mass.
John Trovage, Director of Facilities (978) 725-6280
9. **Hanover High School Synthetic Turf Field & Track** – Hanover, NH.
David W. White, Construction Manager (603) 231-4957
10. **Andover High School Track & Field** – Andover, MA.
Joe Piantedosi, Director of Plant & Facilities (978) 623-8280
11. **Town of Andover – Blanchard Street Athletic Fields** – Andover, MA.
Joe Piantedosi, Director of Plant & Facilities (978) 623-8280
12. **Central Catholic High School Athletic Fields** – Lawrence, Mass.
Gino Baroni – Trident Group (Owner's Rep) (603) 898-6110
13. **Salem High School Track & Field** – Salem NH.
Gino Baroni – Trident Group (Owner's Rep) (603) 898-6110
14. **Pomfret School Athletic Fields (3)** – Pomfret, CT.
Tony Malagrino, Facilities Director (860) 963-5228
15. **Auburn High School Athletic Fields** – Auburn, Mass.
Mr. Michael McLarney - URS Corp (Owner's Rep) (617) 218-7893

SCHEDULE:

The following schedule is preliminary and subject to coordination with the Town of Boxford. Specifically, we can provide the following milestone dates:

ITEM	DATE COMPLETED
1. Notice to Proceed	November 1, 2010
2. Survey & Base Plan Preparation	December 15, 2010
3. Project Area Analysis and Assessment	December 15, 2010
4. Preliminary Design	January 15, 2011
5. Design Development	February 15, 2011
6. Local Permitting	June 1, 2011
7. Finalize Construction Documents	June 15, 2011

- | | |
|----------------------------------------|----------------|
| 8. Public Bidding | July 15, 2011 |
| 9. Construction Start Date (Phase One) | August 1, 2011 |

SCOPE OF SERVICES:

1. Notice to Proceed

As outlined in the RFP, we expect a Notice to Proceed to be awarded after fall 2010 Town Meeting and have assigned a date of November 1, 2010. Should we be awarded the project we will work diligently to insure that a contract is ready to sign and immediately be available to begin work.

2. Survey, Base Plan Preparation & Site Investigation

To help provide the best continuity moving forward, we have teamed with the Neve-Morin Group to provide survey and civil engineering services for this project. John Morin will be coordinating the following:

- a. Incorporation of the property line plan prepared for the Town by Donohoe & Parkhurst and filed with the Registry of Deeds.
- b. Provide 1' contour increment level of detail based upon field survey in the approximately 16 acre (+/-) area of work.
- c. Locations of up to 30 additional test pits/probes/borings in the area of work.
- d. Verify existing wetland limits with new survey.

Michael Agonis with Pine and Swallow will use new and existing information including borings and test pits for the purpose of establishing bedrock elevations. Pine and Swallow will also collect additional topsoil and subsoil samples for evaluation. Using the information provided, Pine & Swallow will provide final soil profile sketches and specifications for various different site conditions and locations.

DJK will prepare preliminary traffic investigations documenting existing conditions and showing anticipated daily trips, peak hour impacts and any anticipated on-site and off-site improvements. The final traffic study will be provided during the Planning Board process.

Finally, we will coordinate the work of Brian Vinchesi with Irrigation Consultants, Inc. and George Rollins of Charles M. Rollins to develop the well testing supply data which will provide the basis of the design of the proposed irrigation system.

3. Project Area Analysis and Assessment

As identified at the pre-bid meeting, much of the site assessment work has already been compiled and documented. Throughout the updating of the survey and base plan preparation our team will work to update and advance the site assessment to insure we have the most detailed, accurate and up-to-date information available. That information will be shared with the Town of Boxford as we finalize the updated base plans so as to make the best use of existing information and minimize any delay in the project schedule.

4. Preliminary Design

Understanding that considerable work has already been accomplished on this task we will focus our efforts on verifying that the layout, grades and details previously provided work

with the new base plan information noted in Task 2. We will also work with the committee to evaluate the field size, intended use and schedule issues that may affect the end result of our work. We expect to be able to advance the preliminary design rather quickly and move forward into design development without delay.

5. Design Development

Using the preliminary design documents noted above, we will advance the project into Design Development and prepare a permitting set for submission to the Boxford Planning Board, Conservation Commission, Zoning Board of Appeals and Board of Health. Huntress Associates and the Neve-Morin Group will work together to secure all local permits, drawing on the specialties of other team members when required. During the local permitting process we will attend board meetings with all required local boards and commissions, focusing on environmental issues associated with wetlands and habitat impacts, soils, irrigation supply and demand, anticipated traffic impacts and any required mitigation for all on and off site improvements.

The Design Development project documents will be used for permitting and will include, at a minimum, the following plans and reports:

- a. Existing Conditions Plan
- b. Layout and Materials Plan
- c. Grading and Drainage Plan
- d. Utility Plan
- e. Planting Plan
- f. Irrigation Plans & Details
- g. Construction Details
- h. Storm Water Management Reports and Plans
- i. We shall prepare the required NPDES permit
- j. Provide a written specification for drainage, utilities and wetland mitigation.
- k. Coordinate with Oxbow Associates with regards to compliance with the existing Conservation & Management Permit

Pine & Swallow will work with Huntress Associates to draft the soil specifications for each of the conditions and locations identified on the drawings. Soil specifications will include material descriptions, in-place and laboratory testing procedures and material placement operations.

As we begin to get final responses from all of the various town boards we will advance the drawings toward a construction set so that when permits are in hand we can move quickly into final construction documents.

6. Finalize Construction Documents

Once all permits and approvals are in hand we will advance the construction documents to include written specifications and front end requirements. At this time we will have a professional cost estimate prepared by DG Jones International and have that available for the Town of Boxford prior to bidding. We anticipate working with the Town of Boxford in the preparation of front end documents which typically include owner/contractor agreements,

insurance requirements, unit prices and alternates to help insure the projects comes in on time, and within the anticipated construction budget.

7. Public Bidding

With a project of this size and complexity we will recommend a 30 day bid period to allow for proper time for the bidders to prepare their costs and work with the required subcontractors. Our team will work with the Town of Boxford to coordinate a pre-bid meeting and site walk, answer questions during the bid period and help identify the lowest responsible bidder.

8. Construction Start

Upon the identification of the prefer contractor our team will help to prepare a letter of intent and set up a pre-construction meeting to review the project construction team, safety requirements, schedule of value, and establish a submittal log to track products and submittals throughout the construction process. We will run weekly site meetings throughout the construction period to review progress, answer RFI's, review submittals and document the process with construction photographs. Each of the team members will be available to review and observe the construction of elements under their supervision through the length of the construction process.

CONTINUITY:

We have assembled a team which provides the very best continuity moving forward for the Town of Boxford. By partnering with the Neve-Morin Group, Pine & Swallow, Irrigation Consultants and DJK we will be ready to begin immediately upon receiving a notice to proceed. Our team members were involved in the preliminary investigation, our offices are local, and we are very familiar with the requirements and permitting processes within the Town of Boxford. Our team will also help you prepare for the 2010 Fall Town Meeting to insure that this project is presented in the best light and receives the necessary approvals to move forward. We are very comfortable presenting to larger audiences and will assist in the preparation of presentations, graphics and exhibits for displays and marketing efforts in advance of Town Meeting.

LOCAL EXPERIENCE:

The following is a list of projects completed by members of the project team in the Town of Boxford:

Project	Team Member
Carter Fields Planned Residential Development	Huntress Associates, Inc.
Masconomet HS Track & Field Renovation	Huntress Associates, Inc.
179 Lakeshore Drive – Private Residence	Huntress Associates, Inc.
12 Hovey's Pond Drive – Private Residence	Huntress Associates, Inc.
Eagles Nest Farm Residential Subdivision (6 lots)	Huntress Associates, Inc.
Haynes Land – preliminary investigation and engineering	Neve-Morin Group, Inc.
Baldpate Pond Residential Subdivision (75 Lots +/-)	Neve-Morin Group, Inc.
Winding Oaks Way Residential Subdivision (12 Lots)	Neve-Morin Group, Inc.
18 Pond Street – Reconstruction of Existing Dwelling	Neve-Morin Group, Inc.
Lot 87 Great Pond Drive – Lot Development	Neve-Morin Group, Inc.
Lot 4 Topsfield Road – Lot Development	Neve-Morin Group, Inc.
81C Stiles Pond Road – Proposed Addition & Dock	Neve-Morin Group, Inc.

Masconomet Middle School Irrigation Plans
Haynes Land - Preliminary irrigation & water supply study

Irrigation Consultants, Inc.
Irrigation Consultants, Inc.

Our team is proud of our rich and warm relationship with the Town of Boxford and we are excited about the opportunity to work on this important project. For additional information please feel free to visit our website at www.huntressassociates.com. Thank you for your time and consideration, and please don't hesitate to call me on my cell phone at (978) 758-6290 with any further questions or concerns.

Sincerely,
Huntress Associates, Inc.

A handwritten signature in black ink, appearing to read "Christian C. Huntress", with a stylized flourish at the end.

Christian C. Huntress, RLA MA #1178
President

ATTACHMENT "B" PRICE PORPOSAL FORM
Request for Proposal – Engineering and design Services New Recreational Fields
PRICE PROPOSAL FORM

SECTION A Lump Sum Fee

1. Survey & Base Plan Preparation	\$ 20,514.00
2. Project Area Analysis & Assessment	\$ 14,706.00
3. Preliminary Design	\$ 23,241.00
4. Design Development	\$ 48,754.00
5. Construction Documents	\$ 60,300.00
6. Coordination Meetings	\$ 11,554.00
7. Permitting	\$ 36,028.00
8. Bidding Assistance	\$ 8,403.00

TOTAL SECTION A **\$ 223,500.00**

SECTION B

9. Construction Administration Phase 1	\$ TBD
10. Construction Administration Phase 2 & 3	\$ TBD

Allowances:

1. Geotechnical Engineering	\$ 20,000.00
2. Conservation & Management (Turtles)	10,000.00
3. Irrigation Design Services	8,500.00
4. Construction Cost Estimating	10,000.00
5. Irrigation Well Development	12,000.00

Total Allowances **\$ 60,500.00**

Assumptions

1. Owner is responsible for all allowances.
2. Construction Administration Services are not included.
3. The fields will all be natural grass.
4. Reimbursable costs will be billed at Cost + 5%

- *Revised 9/27/10 as requested by client.*