Blanket Contract # 20160748

City of Springfield Blanket Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	01/22/16
Public Works, Dept.	CC	1/28/2016	CC	1/28/2016
City Comptroller	MCS	1/28/16	MCS	1/28/16
Law	PF	2-1-16	PF	2-1-16
CAFO	PSB	1-24-16	PSB	1-24-16
Mayor	[illegible]	2-2-16	[illegible]	2-2-16
Office of Procurement			[illegible]	2-2-16

Vendor No.: 11914 Blanket Contract Date: 01/29/2016

Blanket Contract Amount $ 500,000.00

Blanket Contract Expiration Date: 01/28/2019

Req No.: Act No.:

Bid No.: 16-061

Vendor Name: FUSS & O'NEILL, INC.

Blanket Contract Purpose: PROFESSIONAL ON-CALL ENGINEERING SERVICES.

Requesting Dept.: DEPARTMENT OF PUBLIC WORKS.

TYPE OF DOCUMENT (Please select at least one):

☒ New ☐ Amendment ☐ Extension ☐ Renewal

CITY CONTRACT NO: **20160748**

AGREEMENT FOR PROFESSIONAL ON-CALL ENGINEERING SERVICES FOR VARIOUS CITY DEPARTMENTS

This AGREEMENT ("Agreement") is entered into and effective as of January 29, 2016 and is made by and between the **CITY OF SPRINGFIELD,** a Massachusetts municipal corporation with a principal office at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Chief Administrative and Financial Officer, and Director of the Department of Public Works, with the approval of its Mayor, (hereinafter called the **"OWNER" or "City"**), and **FUSS & O'NEILL, INC.**, a Connecticut corporation with a usual place of business at 78 Interstate Drive, West Springfield, Massachusetts 01089 (hereinafter called the **"ENGINEER"**).

WITNESSETH:

WHEREAS, the OWNER desires to retain on or more multidisciplinary Engineering firms to provide Professional Engineering Services on an "On Call" basis for various City projects; and

WHEREAS, the City issued a Request for Qualifications for On-Call Engineering Services for the Department of Public Works (Bid No. SPG-16-061) and various City departments, and selected the ENGINEER for the award of a contract; and

WHEREAS, the ENGINEER represents and warrants that the ENGINEER, and its subsidiary organizations and subcontractors, meet the criteria set forth in Bid No. SPG-16-061and that the ENGINEER possesses the necessary knowledge and experience to perform the Work and services herein described; and

WHEREAS, the OWNER desires to retain the ENGINEER on the terms and conditions set forth in this Agreement and the ENGINEER has agreed to accept such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1: TERM

The term of this AGREEMENT shall be for an initial period of ONE (1) year starting January 29, 2016 and ending January 28, 2017. The OWNER in its sole discretion shall have the option to extend this AGREEMENT on a yearly basis for up to two (2) additional one-year terms. The OWNER will notify the ENGINEER of any renewal in writing approximately sixty (60) days prior to the expiration of the preceding contract term.

ARTICLE 2: SCOPE OF SERVICES

A) On Call Engineering Services are to be provided only at the request of the OWNER, acting through its Department of Public Works and various other departments, as described in the City's "Request for Qualifications/Proposals for On Call Engineering Services (Bid No. SPG-16-061)", which is attached hereto as **Appendix F** and incorporated herein by reference. Services will be requested on an as needed basis, and the OWNER is not required to request any services. The OWNER retains the right to procure engineering services otherwise than by this Agreement.

B) The ENGINEER agrees to furnish the OWNER with the following general engineering services on an "as needed" basis, :

1) Consultation and Advice;
2) Feasibility Studies;
3) Field Investigation and Engineering Data Collection;
4) Engineering Reports;
5) Land Surveying;
6) Construction Cost Estimating;
7) Design Services, whole or in part;
8) Construction Management and Inspection;
9) Materials Testing;
10) Value Engineering;
11) Expert Testimony;
12) Environmental Assessments;
13) Landfill Services;
14) Preparation of O&M Manuals;
15) State of Federal Agency Mandate Compliance.

C) The ENGINEER may be required to accomplish projects which are too large for execution by the OWNER and /or which require special expertise including but not limited to the following:

1) Architectural Services;
2) Aerial Surveys;
3) Bridge Engineering;
4) Composting;
5) Construction Inspection & Administration;
6) Construction Management;
7) Electrical Engineering;
8) Environmental Permitting;
9) Environmental Sciences and Engineering;
10) Geographic Information Systems;
11) Flood Control Systems;
12) Highway and Street Engineering;

13) Land Surveying;
14) Building Inspections and Assessments;
15) Mechanical Engineering;
16) Pavement Management;
17) Solid Waste Management;
18) Traffic Engineering;
19) Hazardous Material;
20) Geotechnical Engineering.

D) The ENGINEER will provide a wide range of design and specialized consulting services through the medium of an appropriately staffed division or subsidiary organizations or subcontractors. The ENGINEER shall require that the subsidiary organizations or subcontractors be directed by a professional engineer with the requisite training and experience in the specialized field. The ENGINEER always retains the primary responsibility for all aspects of the projects as assigned.

E) The ENGINEER will at all times employ, maintain, and assign to the performance of a project a sufficient number of competent and qualified professional and other personnel to meet the project requirements.

F) The ENGINEER shall establish and maintain a Quality Assurance Plan setting forth the ENGINEER'S policy for quality assurance and procedures for implementing that policy. The Quality Assurance Plan must apply to all employees, subsidiaries, and subcontractors engaged in work for the project and must include regular and written procedures for performance of all Project activities, and provide sufficient information to Senior Management to enable effective supervision of the Project. The existence of the Quality Assurance Plan does not diminish in any way the responsibility of the ENGINEER to perform all work in a manner consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

G) The ENGINEER shall maintain an effective internal control system sufficient to provide controls on Design review, quality assurance, project scheduling, personnel allocation, and financial control.

H) CHANGES: The OWNER may make or approve changes within the general scope of services in this AGREEMENT. If such changes affect the ENGINEER'S cost or the time required for performance of the services, an equitable adjustment mutually agreeable to the OWNER and ENGINEER will be made through an amendment to this AGREEMENT signed by all parties. The ENGINEER is required to make a timely written request for any such changes being requested by the ENGINEER.

I) The ENGINEER must have an office location in Massachusetts, and a prime work location within 50 miles of the City of Springfield.

ARTICLE 3: PROJECT ORDERS

A) FURNISH ALL SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH THE FOLLOWING OVERALL OBJECTIVES:

The ENGINEER shall provide services as may be required and requested by the OWNER. Provision of these services is to be accomplished under a series of definitive written Project Orders from the OWNER to the ENGINEER, in the form attached hereto as **Appendix A.** The Project Order will identify the work to be accomplished; the limit of compensation for each Project Order using the personnel labor rates contained in the ENGINEER'S rate schedule submitted with its Response to the RFQ, which is attached hereto as **Appendix E**; and the schedule for performing the scope of service. The City shall not be liable for services or work that is not requested by an authorized written Project Order.

B) The procedure for implementing individual Project Orders shall be as follows:

1) THE ENGINEER shall be notified by the OWNER of the specific Project(s) to be performed, whereupon the ENGINEER and the OWNER shall mutually formulate a Scope of Services for each Project Order.

2) THE ENGINEER shall prepare a written proposal stating:
   a) The Scope of Services;
   b) The proposed schedule for completion;
   c) The estimated staffing, number of man-hours for each profession, Direct labor costs, other direct costs (reimbursable expenses), and any other anticipated fees or costs associated with the accomplishment of the Project Order;
   d) An estimated Lump Sum Not to Exceed fee, supported by a list of tasks and the estimated cost for each task identified, listing job classifications and man hours required in each job classification, based on hourly rates submitted with the ENGINEER's response to the RFQ for the Specific Project Order; and,
   e) A detailed description and estimate of Direct Expenses the ENGINEER will incur on the Project, without markup;
   f) A list of any materials or information required from the OWNER to complete the Project Order Scope of Services.
   g) All matters that should be included in a Project Order;

See Paragraph 3(C) below.

3) Following OWNER review and approval of the ENGINEER's proposal, the agreed upon terms and provisions shall be prepared in Project Order format **(Appendix A)** and duly executed by both parties. Only the Department Head of the applicable City Department shall have the authority to execute a Project Order on behalf of that department.

4) No work is authorized on the Project Order until the ENGINEER has received a Notice to Proceed from the OWNER for the specific Task. Such authorization shall be in the

form of a written letter signed by the Department Head of the applicable City Department. Any work performed prior to receiving such Notice to Proceed shall be at the ENGINEER'S risk. No work on the final design of any project shall be performed by the ENGINEER without the prior written authorization of the OWNER. All requests for change orders to the Project Order must be made in writing and timely (within ten calendar days of the precipitating event or receipt of information) by the ENGINEER or be considered waived.

5) For the purposes of this entire contract, OWNER authorization or approval shall mean written approval signed by the Department Head of the applicable department. No other employee of the applicable City department shall have the authority to authorize or approve any terms, conditions, or changes to Project Orders or this Agreement.

C) INFORMATION TO BE INCLUDED IN THE ENGINEER'S PROPOSAL FOR THE PROJECT ORDER:

1) The total estimated engineering cost, along with an hourly rate fee schedule, must be included for the different job classifications that will be assigned to the project. Individual employee salaries are not required.

2) A summary, by task, of the man-hours projected for each job classification to be assigned to the project shall also be included along with a statement that the fee schedule shall remain valid for the length of the contract.

3) The ENGINEER is required to certify in writing in the proposal that the total estimated engineering cost is based on a Lump Sum "not to exceed" basis which will include all expenses, and that amount will not be exceeded without prior written authorization from the OWNER.

4) Increases or decreases in the scope of the project may result in an adjustment to the approved Lump Sum fee. Authorization to increase the approved Lump Sum fee will not be considered unless it can be clearly established that actual work is required beyond the currently approved scope of work.

5) The work associated with the total project shall be divided into various project tasks, along with the estimated cost for each task identified.

6) The ENGINEER must provide a time schedule, in bar graph form, from the Notice to Proceed to completion of the various tasks, as well as a statement requiring that the ENGINEER obtain written approval from the OWNER prior to proceeding into the Final Design phase.

7) The ENGINEER shall provide a statement establishing the length of the contract.

8) The ENGINEER shall include a copy of the proposed Organization Chart for the

Project for the OWNER'S approval. The Organization Chart shall delineate the names, titles, and job duties of all the ENGINEER'S employees as well as any sub-consultants/subcontractors responsible for performance under the Project.

9) The ENGINEER shall designate in writing one person for each Project who, on the ENGINEER'S behalf, shall be responsible for directing and coordinating all of the services to be rendered by the ENGINEER under the Project. Such designee shall be subject to the approval of the OWNER based on the experience and professional licensing requirements.

10) A description of the ENGINEER'S proposed approach and methods of operation for accomplishing the work of the project.

11) The ENGINEER shall include a statement that all work on the project shall be performed in accordance with the provisions in this document unless otherwise noted. The ENGINEER shall comply with the OWNER'S Request for Qualifications (**Appendix F**), the OWNER's Engineering Specifications/ Guidelines-December 1991 (**Appendix B**) and Hampden County Registry of Deeds Plan Regulations (**Appendix C**).

12) The ENGINEER shall indicate an estimated maximum number of record plats that will be required and the fee per plat. The ENGINEER shall include a statement that final fee for this task shall be adjusted based on the actual number of plats prepared.

13) Unless otherwise noted, the original and two (2) copies of the proposal shall be submitted to the Director of the appropriate City department. Original signatures must appear on all copies of the proposal submitted.

D) The OWNER will review the ENGINEER's proposal, and if approved by the OWNER, the agreed upon terms and provisions shall be prepared by the OWNER in Project Order format (**Appendix A**) and duly executed by all necessary parties. Only the Director shall have authority to execute a Project Order on behalf of the Department.

E) No work is authorized on the Project Order until the ENGINEER has received a Notice to Proceed from the OWNER for the specific project and the Project Order is signed by all necessary parties. Any work performed by the ENGINEER prior to receiving such Notice to Proceed shall be at the ENGINEER's sole risk and expense.

F) PAYMENT FOR PROJECT ORDERS:

1) The method of payment shall be the Lump Sum "not to exceed" basis, including expenses, in accordance with Article 4 of this Agreement, with monthly billing based on work performed. Concise progress reports must be submitted with each payment request stating work completed and the status of the various project tasks. Payment requests shall correspond directly with the project tasks as outlined in the proposal. The following provisions shall be applicable to these payments:

a) Progress payments will be made up to ninety-five (95%) percent of the total Lump Sum amount.

b) The remaining five (5%) percent of the total Lump Sum amount will be paid following final acceptance of the completed design documents, report or project deliverable to the Director of the applicable City department. The Date of Final Acceptance shall be determined solely by the Director of the applicable City Department.

c) At such time that either the payment request or the actual work completed reaches fifty (50 %) percent of the total amount, the ENGINEER and the OWNER shall meet to review the project status and projected completion schedule.

d) The following statement is to be included on all invoices:

> "I certify that the amount of this invoice is just and correct and in accordance with the terms of the contract, and payment thereof has not been previously received."

Signature: _____
Title: _____
Date: _____

ARTICLE 4:COMPENSATION

A) All obligations of the OWNER are subject to the prior appropriation to meet said obligations.

B) The OWNER is not obligated for any compensation or any expenses of any kind unless the OWNER has given prior approval therefore.

C) Compensation by the OWNER to the ENGINEER will be as follows:

1) A FIXED LUMP SUM, "NOT TO EXCEED" FEE FOR EACH PROJECT, INCLUDING ALL EXPENSES. ALL OF THE CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE PRIOR APPROPRIATION OF FUNDS FOR SUCH OBLIGATION.

2) The Not to Exceed Fee for each project shall be based on the rates contained in the ENGINEER'S Price Proposal attached hereto as **Appendix E:**

3) For any extension terms, if the OWNER and the ENGINEER do not agree to maintain the rates as set forth in **Appendix E**, then the Consumer Price Index (C.P.I.U.), The United States City Average-All Urban Consumers, as determined by the Bureau of Labor Statistics, shall be utilized for any price adjustment from the previous year's prices. The

compensation for extension terms will not increase greater than the C.P.I.U. for the previous twelve (12) months. This index will be computed two (2) months prior to the expiration of this Agreement.

D) BUDGET:

1) A total not to exceed first year budgetary amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) is hereby established for services in ARTICLE 2.
2) Each Project Order will be executed as a written amendment to this Agreement and will contain a not to exceed fee for that Project, which will be subject to appropriation. The ENGINEER will make every reasonable effort to complete the work on assigned projects within the project budget, and will keep the OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
3) The ENGINEER is not obligated to incur costs beyond the not to exceed fee, as may be adjusted, nor is the OWNER obligated to pay the ENGINEER in excess of the not to exceed fee.
4) When any budget has been increased, the ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, provided the OWNER has approved such excess costs.

E) DEFINITIONS

1) DIRECT SALARIES:
Direct Salaries are the amount of wages or salaries paid to the ENGINEER'S employees for work directly performed on the PROJECT, exclusive of all payroll-related taxes, payments, premiums, and benefits. The ENGINEER may not mark-up direct salaries. Compensation amounts shall be consistent with the ENGINEER's rate schedule in response to the RFQ (**Appendix E**).

2) SALARY COSTS:
Salary Costs are the amount of wages or salaries paid ENGINEER'S employees for work directly performed on the PROJECT. Such costs are determined by the ENGINEER'S price proposal attached hereto as **Appendix E**.

3) DIRECT EXPENSES:
Direct Expenses are those costs incurred on, or directly for, the PROJECT, including but not limited to: necessary transportation costs, including mileage at ENGINEER's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing, binding and reproduction charges, all costs associated with outside consultants, sub-consultants, and other outside services and facilities, and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges, without any mark up. A ~~5%~~ 10% fee may be added to all subcontractors costs. EB

ARTICLE 5: TERMS OF PAYMENT FOR PROGRESS PAYMENTS FOR

PROJECT ORDERS

A) It is anticipated that progress payments for each Project Order shall be made to the ENGINEER monthly. The ENGINEER shall not be paid more for any Project Order at any time than would be due on a percentage of completion basis with respect to that Project Order as determined by the OWNER.

B) The OWNER need not process a request by the ENGINEER for payment unless the ENGINEER submits invoices meeting the following conditions:

1) Proper Invoice: In addition to any other requirement set forth in this contract with respect to what constitutes a proper invoice or for the ENGINEER to be entitled to receive payment, the ENGINEER's invoice, in triplicate, must set forth the following:

a) A description, with specificity, of the goods delivered, work performed, services rendered, or other event initiating entitlement to payment pursuant to the terms hereof.

b) That portion of the contract price related to such payment less any deductions, such as retainage, required pursuant to the terms hereof.

c) The contract number and purchase order number: Should the invoice not be calculated correctly, such as not taking into account retainage as a deduction, the OWNER may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation.

d) Should the invoice not be calculated correctly, the OWNER may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation of the amount thereof.

e) The invoice is to be delivered to:

The Department of Public Works
Attn. Director of DPW
Christopher M. Cignoli, P.E.
City of Springfield
70 Tapley Street
Springfield, MA 01104

Or to the appropriate City Department Head.

2) Supporting Documentation: In addition to any other requirement set forth in this contract with respect to what supporting documentation must accompany an invoice, the following documents must be attached to any invoice submitted by the ENGINEER:

a) A complete itemized listing of all employees, by name, with and itemization of hours worked and hourly rates.

b) Out-of Pocket Expenses: A summary showing all charges that are actual and are in conformity with the contract and have not previously been charged. In addition, copies of paid invoices are required.

c) Such other supporting documentation as the sub-consultant's payment forms and support, or similar.

d) For contracts requiring payment upon milestones of performance, a certificate, or equivalent document, that the milestone has been achieved.

e) Any other documentation reasonably requested by the OWNER.

ARTICLE 6: OBLIGATIONS OF THE ENGINEER

Amendments to ARTICLE 6, if any, will be included in the Project Order.

A) ENGINEEER'S Representations: By entering into this Agreement with the OWNER, the ENGINEER represents and warrants the following:

1) That the ENGINEER is experienced in and competent to perform the type of work required;

2) That the ENGINEER is financially solvent, able to pay the ENGINEER'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Agreement;

3) That the ENGINEER is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to the work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof;

4) That such temporary and permanent work required by the Contract which is to be done by the ENGINEER will be satisfactorily performed;

5) That the ENGINEER will fully comply with all requirements in the Agreement;

6) That the ENGINEER will perform the work consistent with sound Project Management practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with such standards and OWNER'S interests;

7) That the ENGINEER will furnish efficient business administration and experienced management and an adequate supply of employees at all times;

8) That the ENGINEER will complete the work within the Project/Task Time, milestones, and price unless adjusted by agreement of the parties hereto.

B) SUBSURFACE INVESTIGATIONS:
In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, the OWNER and the ENGINEER acknowledge that changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. The ENGINEER shall use the ENGINEER'S best efforts to keep the OWNER fully appraised regarding subsurface conditions.

C) ENGINEER'S PERSONNEL AT CONSTRUCTION SITE:

1) The presence or duties of the ENGINEER'S personnel at a construction site, whether as onsite representatives or otherwise, do not make the ENGINEER or it's personnel in any way responsible for those duties that belong to the OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordination and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work.

2) The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER'S own personnel.

D) OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:
In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER'S opinions, analyses, projections or

estimates. When the OWNER requires the ENGINEER to prepare quantity and material take-offs and/or opinions of cost from plans and specifications that are less than one hundred (100%) percent complete, the ENGINEER will not be responsible for any and all loss, liability or claims resulting from the incompleteness.

E) CONSTRUCTION PROGRESS PAYMENTS:
Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the construction contractor will be based on the ENGINEER'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractor that affect the amount that should be paid.

F) RECORD DRAWINGS:
Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact locations, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings as long as the ENGINEER reasonably believes such information to be correct.

G) ACCESS TO ENGINEER'S ACCOUNTING RECORDS:

Right to Audit: The ENGINEER shall maintain books, records, and accounts of all costs in accordance with generally accepted accounting principles and practices. The OWNER or its authorized representative shall have the right to audit the books, records, and accounts of the ENGINEER under any of the following conditions:

1) If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents in order to arrive at equitable determination of costs;

2) In the event of a disagreement between the ENGINEER and the OWNER on the amount due the ENGINEER under the terms of this Contract;

3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the ENGINEER, or the ENGINEER's efficiency or effectiveness under this Contract or in connection with extras, changes, additions, back charges, or other, as may be provided for in this Contract; and/or

4) If it becomes necessary to determine the OWNER'S rights and the ENGINEER'S

obligations under the Contract or to ascertain facts relative to any claim against the ENGINEER which may result in a charge against the OWNER.

5) To provide any required information to a funding source of the OWNER.

6) Under these stated conditions, The OWNER shall have unlimited access during normal working hours to the ENGINEER'S books and records for an audit; and the ENGINEER shall cooperate with the performance of the audit including but not limited to providing copies of requested documents.

H) ENGINEER'S INSURANCE:

The ENGINEER will maintain at a minimum throughout this AGREEMENT the following insurance:

1) Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.

2) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

3) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with $1,000,000 combined single limits.

4) Professional liability insurance of $2,000,000.

5) OWNER will be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and ENGINEER waives subrogation against OWNER as to said policies.

I) If the ENGINEER claims that the ENGINEER or any of its subsidiaries or sub-contractors is held up or cannot perform the work because of a failure on the part of the OWNER, then the ENGINEER must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact or the claim is considered waived.

J) CONTRACTOR INDEMNIFICATION:

Regarding all Construction Contracts for which the ENGINEER provides assistance to the OWNER, the ENGINEER agrees to include the following paragraph in all such construction contracts for the OWNER that are associated with this project.

1) It is mutually covenanted and agreed that the relationship of the Contractor and the OWNER to the work to be performed by the Contractor under this Contract shall be that of an independent contractor. The Contractor will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work and as the result of any action, omission or operation under the Contract or in connection with the Work under the Contract, whether such action, omission or operation is attributable to the Contractor, the Subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances.

2) The Contractor shall indemnify, hold harmless, and defend the OWNER and ENGINEER, their employees, agents, servants, and representatives from and against any and all claims, suits, demands, actions, costs (including attorney's fees) and damages of whatever nature, regardless of the merit thereof, which may be asserted against the OWNER and/or ENGINEER on account of any such damages or injuries, including death, arising out of or resulting from the performance of the Contractor's Work or the failure to perform the Contractor's Work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Contractor's Work, whether or not such damages or injuries, including death, are caused in part by the negligence of the OWNER and/or ENGINEER, their employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify the OWNER and/or ENGINEER hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of the OWNER and/or ENGINEER.

3) The indemnification obligations under this Article shall not be affected in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.

4) The obligations of the Contractor under this Article shall not extend to the liability of the ENGINEER, his agents, or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

5) The above indemnification language will be the standard provisions included in OWNER'S Construction Contract Documents.

K) LITIGATION ASSISTANCE:
The Scope of Services will include services of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or

defended by the OWNER. All such services required or requested of the ENGINEER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with ARTICLE 5.

L) SERVICES OF ENGINEER:
The OWNER'S specifications/guidelines for typical land survey, street design and/or drainage design are included in **Appendix B**. Unless this Agreement is modified or terminated, the OWNER will have all services specified in this AGREEMENT performed by the ENGINEER, employing OWNER'S standard form and content of drawings and specifications except as may be modified in the Project Order. The ENGINEER shall also comply with the Hampden County Registry of Deeds Plan Regulations (**Appendix C**).

ARTICLE 7: OBLIGATIONS OF THE OWNER:

Amendments to ARTICLE 7, if any, will be included in the Project Order.

A) OWNER-FURNISHED DATA:
The OWNER may provide to the ENGINEER all technical data in the OWNER'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the ENGINEER'S services on the PROJECT. The ENGINEER may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B) ACCESS TO FACILITIES AND PROPERTY:
The OWNER will make its facilities accessible to the ENGINEER as required for the ENGINEER'S performance of its services and will provide labor and safety equipment as required by the ENGINEER for such access. The OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the OWNER'S facilities as may be required in connection with ENGINEER'S services, unless otherwise agreed to.

C) ADVERTISEMENTS, PERMITS, AND ACCESS:
Unless otherwise agreed in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, province, or federal authorities; and land, easements, right-of-way, and access necessary for the ENGINEER'S services or PROJECT construction.

D) TIMELY REVIEW:
The OWNER may examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner. Such review or examination shall not diminish the ENGINEER'S responsibilities under this Agreement.

E) PROMPT NOTICE:
The OWNER will give prompt written notice to ENGINEER whenever the OWNER observes or becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect in the work of the ENGINEER or construction contractors. The giving or failure to give such notice shall not diminish the ENGINEER'S responsibilities under this Agreement.

F) DISPUTES:
The Director of Department shall decide on all matters of contract dispute as raised by the ENGINEER, except such matters which this contract states are the duty of the ENGINEER to determine.

G) NOTIFICATION OF DELAY:
If the ENGINEER claims that the ENGINEER is delayed or cannot perform the work because of a failure on the part of the OWNER, then the ENGINEER must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact, and the period of delay, or approximate period of delay if not then known, or the claim shall be considered waived.

H) ASBESTOS OR HAZARDOUS SUBSTANCES:
If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the ENGINEER shall immediately notify the OWNER and may stop its own work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the ENGINEER will, if requested, assist the OWNER in contacting regulatory agencies and in identifying asbestos testing laboratories and demolition/removal contractors or consultants. If asbestos is confirmed, the OWNER may engage a specialty consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the ENGINEER may conduct tests as directed by the OWNER to determine the extent of the problem and may perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

ARTICLE 8: GENERAL LEGAL PROVISIONS

Amendments to ARTICLE 8 if any, will be included in the Project Order.

A) EFFECTIVE DATE OF AGREEMENT:
This AGREEMENT shall become effective upon full execution by the authorized representatives of the OWNER and the ENGINEER. The full execution of each Project Order by the authorized representatives of the OWNER and the ENGINEER, and a NOTICE TO PROCEED from the OWNER, will constitute authorization for ENGINEER to proceed with the work, unless otherwise provided for under this AGREEMENT.

B) REUSE OF PROJECT DOCUMENTS:
All designs, drawings, specifications, documents, and other Work Products of the

ENGINEER are instruments of service for the PROJECT whether the PROJECT is completed or not and they become the property of the OWNER. The ENGINEER does not warrant or represent that any Work Products are suitable for use on any project other than this project, and that any such reuse without specific written authorization by the ENGINEER will be at the sole risk of the OWNER.

C) FORCE MAJEURE:
The ENGINEER and the OWNER shall not be responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or events within the exclusive control of the other party. Any party claiming a delay due to force majeure must notify the other party of the same within 2 business days, and the notice must contain a description of the force majeure event causing the delay, and a good faith estimate of the period of delay.

D) TERMINATION:

1) Termination of Contract by the OWNER for Cause:
If, through any cause, the ENGINEER shall fail to fulfill to the OWNER'S satisfaction in a timely and proper manner the ENGINEER'S obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract, by specifying the effective date thereof, in writing, at least five (5) days before the effective date of such termination. If the ENGINEER does not cure the default to the satisfaction of the OWNER within the five (5) day period, then the contract shall terminate. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the ENGINEER under this contract shall be delivered by the ENGINEER to the OWNER within seven (7) days. The ENGINEER shall be entitled to receive just and equitable compensation for satisfactory and undisputed work completed prior to termination.

2) Termination of Contract by OWNER for Convenience:
This Agreement may be terminated without cause and for convenience by the OWNER by giving the ENGINEER thirty (30) calendar days written notice of termination signed by the Mayor or his designee, however, the ENGINEER shall be entitled to receive payment for all undisputed work satisfactorily completed up to the effective date of termination.

3) Remedies of the OWNER:
In addition to the right to terminate the contract, the OWNER shall also have the right to secure substitute services at the expense of the ENGINEER, require the ENGINEER to perform the promised services, withhold further payment from the ENGINEER until the services are performed, or, if applicable, call the ENGINEER's letter of Credit/Escrow Funds to the extent of the loss caused to or costs incurred by the OWNER as a result of the ENGINEER's failure to perform.

4) In the event of termination of this Agreement, at the option of the OWNER, all originals of documents, data, papers, studies and reports prepared by the ENGINEER immediately shall become OWNER property and immediately be delivered by the ENGINEER to the OWNER. In the event of such termination, the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

E) SUSPENSION, DELAY OR INTERRUPTION OF WORK:
The OWNER may suspend, delay or interrupt the services of the ENGINEER for the convenience of the OWNER. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the PROJECT'S schedule, commitment and cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F) NO THIRD PARTY BENEFICIARIES:
This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third party beneficiaries.

G) INDEMNIFICATION:
The ENGINEER shall indemnify, ~~defend with counsel reasonably acceptable to the OWNER, and~~ hold the OWNER harmless from and against claims, liabilities, suits, loss, cost, expense, and damages to the extent arising from any act or omission of the ENGINEER, his employees, officers, agent, subcontractors and affiliates, in performance of the work and services pursuant to this contract. Such indemnification shall include, but not be limited to, claims of breach of contract or warranty, fault, tort, including negligence, strict liability, statutory or regulatory violations. EB

H) ASSIGNMENT:
Neither party shall have the right or authority to assign all or any part of this AGREEMENT without the prior written consent of the other party.

I) Reserved.

J) JURISDICTION:
This is a Massachusetts Contract. The law of the Commonwealth of Massachusetts shall govern the validity of the Agreement, its interpretation and performance, and other claims related to it. Any actions resulting from the interpretation or performance of or related in any way to this Agreement shall be brought in the Superior Court of Hampden County, Massachusetts sitting in Springfield, (except for claims by the City of a value less than $25,000.00 which shall be brought in the District Court sitting in Springfield, Massachusetts), or the United States District Court for the District of Massachusetts, sitting in Springfield, Massachusetts.

K) SEVERABILITY AND SURVIVAL:
If any of the provisions contained in this AGREEMENT are held for any reason to be

invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

L) ARTICLES 6, 7 and 8 shall survive the termination of this AGREEMENT for any reason.

ARTICLE 9: ADDITIONAL TERMS AND CONDITIONS:

The following terms and conditions are included as part of this AGREEMENT:

A) The ENGINEER shall maintain an Affirmative Action Program regarding the recruitment of minorities and of women that is consistent with the objectives and goals of the Massachusetts State Office of Minority and Women Business Assistance.

B) Subletting of Contract or Contract Funds: The ENGINEER shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title or interest therein, or of the power to execute such contract to any other person, firm or corporation, without the prior written consent of the OWNER. In no case shall such consent relieve the ENGINEER from the ENGINEER'S obligations or change the terms of this contract.

C) Safeguarding of Information: Any materials given to or prepared by the ENGINEER under this contract shall not be sold or otherwise made available to any individual or organization without prior approval of the OWNER.

D) Nondiscrimination: During the performance of this contract, the ENGINEER agrees as follows:

1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, disability, family status or national origin, or any other unlawful discrimination, except where the ENGINEER can prove that religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, will state that such ENGINEER is an equal opportunity employer.

3) Notices, advertisements, and solicitations placed in accordance with federal and Massachusetts law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

4) The ENGINEER will include the provisions of paragraphs (1), (2) and (3) above in every subcontract or purchase order so that the provisions will be binding upon every subcontractor or vendor.

E) Conflict of Interest: Upon the request of the Director of the appropriate City department or any authorized agent of the OWNER, as a prerequisite for any payment requested by the ENGINEER pursuant to the terms of this contract, there shall be furnished to the OWNER a statement, under oath, that no officer or employee of the City of Springfield or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City of Springfield and no member of such person's immediate family, including spouse, parent or children, or any other such family member, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, or in any other manner, remuneration arising from or directly or indirectly related to this contract.

F) Prohibition against Contingent Fees: The ENGINEER by entering into this Agreement hereby certifies that the ENGINEER has not employed any company or person other than a bona fide employee working for the ENGINEER to secure this agreement and the ENGINEER has not paid or agreed to pay any person, company or corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any favor, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this or any other agreement. It is the ENGINEER'S understanding that in the event of a breach or violation of the provision, the OWNER shall have the right to terminate this or any other agreement with the ENGINEER immediately and without liability and at the OWNER'S discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

G) The Director of the appropriate City department shall decide on all matters of contract dispute as raised by the ENGINEER.

H) Decreases and Work Not Performed: If deemed expedient, the OWNER or ENGINEER may decrease the scope of work without effecting enforcement of this contract. If the work is not performed, the ENGINEER and the OWNER shall mutually agree upon the credit due to OWNER based on the reasonable value of the work deleted.

I) Attorney's Fees and Other Expenses: The ENGINEER will not litigate or otherwise pursue any frivolous or unsubstantiated claims. If an ENGINEER'S claim is without substantial justification, the ENGINEER will reimburse the OWNER for all costs and expenses and attorney's fees associated with defending such claim.

J) Compliance: The ENGINEER shall comply and all design work shall conform to all applicable and current additions or revisions of Massachusetts Statewide Building Code, at the time of the design work.

K) ENGINEER'S Representations: By entering into this Contract with the OWNER, the

ENGINEER represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1) That the ENGINEER is experienced in and competent to perform the type of work required;
2) That the ENGINEER is financially solvent, able to pay the ENGINEER'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Contract;
3) That the ENGINEER is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof;
4) That such temporary and permanent work required by the Contract which is to be done by the ENGINEER will be satisfactorily performed in accordance with paragraph 6 below;
5) That the ENGINEER will fully comply with all requirements of the Contract Documents;
6) That the ENGINEER will perform the work consistent with sound engineering practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with high industry standards and in the OWNER'S interest;
7) That the ENGINEER will furnish efficient business administration and experienced management and an adequate supply of employees at all times; and
8) That the ENGINEER will complete the work within the Project/Task Time, milestones, and price, unless adjusted by mutual agreement of the parties hereto.

L) The OWNER retains the right to procure similar engineering services outside of this contract if it deems it to be in the OWNER'S best interest.

M) Any notices to be given to the OWNER under this Agreement shall be given to the Director of the applicable Department of the City. Any notices to be given to the ENGINEER shall be given to:

Mr. Eric Bernardin, P.E.,
Fuss & O'Neill, Inc.
78 Interstate Drive
West Springfield, Massachusetts 01089

ARTICLE 10: ATTACHMENTS, SCHEDULES AND SIGNATURES:

This AGREEMENT including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following Attachments and Schedules are hereby made a part of this AGREEMENT:

Appendix A – Project Order Format
Appendix B – Owner's Engineering Specifications/Guidelines
Appendix C – Hampden County Registry of Deeds Plan Regulations
Appendix D – ENGINEER'S Technical Proposal
Appendix E - ENGINEER's Price Proposal
Appendix F - Owner's Request for Qualifications/Proposals

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City of Springfield (OWNER) and the ENGINEER have each hereunto set their hand and seal, effective as of the date of the last signatory.

ENGINEER:

Fuss & O'Neill, Inc.
By Eric M. Bernardin
Title Vice President
Date Signed January 20, 2016

OWNER,
CITY OF SPRINGFIELD:

Christopher M. Cignoli
Director, Department of Public Works
Date Signed 10-28-16

Approved:

Office of Procurement
Date Signed 1/28/16

Approved as to appropriation: N/A

City Comptroller, DEPUTY
Date Signed 1/28/16

Approved as to Form

City Solicitor
Date Signed 2-1-16

Reviewed:

~~Timothy J. Plante~~ Patrick S Burns
Acting Chief Administrative
And Financial Officer
Date Signed 1/29/16

Approved:

DOMENIC J. SARNO
MAYOR
Date Signed 2/2/16

FUSS & O'NEILL

Corporate Resolution/Certificate of Authority

I, Kevin K. Chase, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on July 1, 2015. It is hereby resolved that the officers of the Corporation listed below are authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation.

Officers of the Corporation:

Peter H. Grose: CEO, President
Kevin J. Grigg: Chief Operating Officer
Kevin K. Chase: Chief Financial Officer, Secretary
Dean E. Audet: Senior Vice President
Ted J. DeSantos: Senior Vice President
Christopher J. Ecsedy: Senior Vice President
John B. Hankins: Senior Vice President
Virgil J. Lloyd: Senior Vice President
Timothy J. St. Germain: Senior Vice President
Andrew R. Zlotnick: Senior Vice President
J. Michael Callahan: Vice President
John A. Chambers: Vice President
Robert M. Danielson: Vice President
Eric P. Epner: Vice President
Christopher J. Ferrero: Vice President
David F. Hurley: Vice President
David R. Jackson: Vice President
Philip W. Moreschi: Vice President
Craig M. Lapinski: Vice President
Eric M. Bernardin: Vice President
Erik V. Mas: Vice President
Phillip E. Forzley: Vice President
Kurt A. Mailman: Vice President

I do further certify that the above Resolution has not been amended and is now in full force and effect.

ATTEST:
Kevin Chase
Kevin K. Chase
Corporate Secretary

Date: 1/20/16

A TRUE AND ATTESTED COPY
Jessica Montagna, Notary Public
Date: 1/20/16
My commission expires August 12, 2022

F:\ACCOUNT\YARD\Corporate Secretary\Other Corporate Documents\F&O, Inc\Corporate Resolutions & Consent\Corporate Resolution FY 2016.Docx

CORPORATE CERTIFICATE

*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS ▪

**SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ▪

Please see attached Corporate Resolution

I, ** _____ A Resident of _____ in

The State of _____ DO HEREBY CERTIFY: that I am the Clerk/

Secretary of _____

A Corporation duly Organized and existing under and by virtue of the laws of the

State of _____

And that I have custody of the records of such Corporation: and that as of the date herein below recited

* _____ _____

(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

FUSS & O'NEILL, INC.

CONTRACT NO. 20160748

ON-CALL ENGINEERING SERVICES

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this _____ day of _____ 2016

(Affix)
(Seal)
(Here)

** _____

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor,** with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number | State Identification Number | 06-0845648 Federal Identification Number

Company: Fuss & O'Neill, Inc.

P.O. Box (if any): _____ **Street Address Only:** 78 Interstate Drive

City/State/Zip Code: West Springfield, MA 01089

Telephone Number: 413-452-0445 **Fax Number:** 413-846-0497 **Email:** ebernardin@fando.com

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation X

Individual _____ **Name of Individual:** _____

Partnership _____ **Names of all Partners:** _____

Limited Liability Company _____ **Names of all Managers:** _____

Limited Liability Partnership _____ **Names of Partners:** _____

Limited Partnership _____ **Names of all General Partners:** _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law.

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity — Authorized Person's Signature — Date: January 20, 2016

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **City of Springfield taxes** required by law(has/have entered into a Payment Agreement with the City).

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity — Authorized Person's Signature — Date: January 20, 2016

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer), to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity — Authorized Person's Signature — Date: January 20, 2016

Notary Public

STATE OF Massachusetts

County of Hampden, ss.

January 20, 2016

Then personally appeared before me [name] Eric M. Bernardin, [title] Vice President of [company name] Fuss & O'Neill, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Fuss & O'Neill, Inc.

Notary Public

My commission expires: August 12, 2022

Appendix A

SAMPLE PROJECT ORDER FORMAT

CITY OF SPRINGFIELD, MA

DEPARTMENT OF PUBLIC WORKS

PROJECT ORDER NO._____

TO:

_____

(ENGINEER)

IN ACCORDANCE WITH ARTICLE I THROUGH Vii OF THE CONTRACT FOR

SPECIAL PROJECTS/BASIC ORDERING AGREEMENT

The following is ordered:

A. Scope of work:

B. Compensation shall be:

C. Schedule:

Accepted by the (ENGINEER)	Approved by the (OWNER)
(Title)	(Title)
(Date)	(Date)

APPENDIX B

DECEMBER 1991

OWNERS ENGINEERING SPECIFICATIONS/GUIDELINES

The basic land surveying and engineering services to be provided to the OWNER by a firm will be performed to the following standards and will be comprised of the following phases of work for a typical land survey, street design and/or drainage design:

1. Surveying Phase
2. Preliminary Design
3. Final Design

The work to be performed by firms under each of these phases is outlined below:

Section V. Land Surveying Phase

1. Assemble all available data from existing records relative to utilities, properties, topography, streets and land use, which may affect the engineering design of the project.
2. Make field surveys of existing conditions. The surveys shall provide all data which may be required for the preparation of the final plan, construction contract drawings and record plats. Plans are to be acceptable for filing at the Hampden-County Registry of Deeds and meet the City of Springfield Department of Public Works guidelines. The surveys shall include but not be limited to the following information:

2.1 A referenced traverse, including computations, with a minimum closure of 1:35, 000. The OWNER shall specify the traverse base to be utilized.

2.2 Sufficient property corner ties shall be made to permit accurate computation of all property lines adjacent to and departing from the proposed areas of construction: the preparation of all plats of easement, right-of-ways or land acquisitions as required ; and the accurate establishment of these lines in the field. Apparent voids or overlaps in property lines shall be noted and shown.

The purpose of this information is to allow be property corners in areas disturbed during construction to be reset.

2.3 A series of referenced elevation benchmarks with a maximum distance of 300 Feet apart minimum second order level results on OWNER specified datum.

2.4 Strip topography, printed on polyester film, to be run for the entire length of the project area as follows:

- Minimum width of 150 feet road and community improvement projects
- Minimum width of 100 feet for storm sewer and sanitary sewer projects
- Minimum width of 50 feet for sidewalk and trail projects. At locations Along an existing road, this width shall extend from existing edge of pavement

Topography to be 20 feet to the inch, two-foot contour interval, for storm drainage, community improvement, sidewalk, trail and road projects and at 40 feet to the inch, two-foot contour interval for sanitary sewer projects, including the following for all projects: telephone, power poles and lines; where not in a forest, trees four or more inches in diameter along with shrubbery in developed areas. In addition, all residences along with first floor and/or basement elevations shall be noted on all projects. Topography may be a separate overlay

2.5 Horizontal location of underground conduits or sanitary sewer, stone drainage, water, telephone, electric, gas oil cable t.v. etc. by field surveys. Existing utility companies to be contacted and arrangements made for them to field located their existing facilities. The location of existing utilities from office records will not be acceptable. The elevation of underground conduits shall be determined by any method other than baring and excavation.

2.6 Perform all office work required to plot the above information and prepare the base sap(s) need for the base design drawings. Prepare reproducible base sheet (:) showing the topography, street lines(meets and bounds property lines, utilities, right-of-ways, easements and horizontal. And vertical control information. The base sheets(s) are to be prepared at the scale specified in III B, with two-foot contour intervals for all projects. The horizontal and vertical control will include, but not be limited to the following:

ARTICLE1. Horizontal

(1) Plot the traverse on the base sheet with bearing and distances shown.

(2) Tie traverse stations to centerline of right of way of proposed construction and all existing structures or control stations with bearings and distances. (Sidewalk and trail projects may be set up with baseline tied to traverse and offset distance provided from baseline).

(3) Show coordinates of traverse stations, structures, or control stations and all property corners adjacent to route of proposed construction.

(4) Reference traverse station on base sheet, i.e. designation of object used as a traverse station: H & T, P.K, L Pin, cutnails, spike, etc.

(5) Tie traverse stations to a minimum of two permanent reference marks.

ARTICLE 2. Vertical

(1) Describe B.M. on base sheet.

B.M. ELEV. 256.95 (CITY Datum)
Chiseled"X" on top of curb-inlet west side of Main Street

(2) Plot B.M. on base sheet at proper locations, i.e.

2.7 The survey crew will make a special effort to advise the property owners of their presence prior to entering upon a property to perform the survey work. This notification procedure should be especially adhered to on all property that will require the cutting or trimming of trees, brush undergrowth, etc. Notification can be accomplished by telephone or by the survey personnel directly informing each resident. All efforts shall be made to located benchmarks and traverse stations in the right-of-way to minimize property disturbance.

SECTION VI. Preliminary Design

1. Develop preliminary designs and computations and prepare preliminary drawings and/or graphics showing the extent and scope of the project in detail suitable for use in public meetings. The preliminary design will be of sufficient detail to reasonably ensure the feasibility of obtaining the required approvals, permits and future construction of the project.

2. Contact private and public utility companies and others whose facilities may be affected by the proposed construction. Obtain from such companies the available horizontal and vertical location of existing facilities to supplement the field locations provided together with any proposed new construction charges or relocations.

3. OWNER or its designated agents(s), may obtain the detailed horizontal and vertical location via the use of test pits of all underground conduits that cross the proposed facilities that are being designed by the ENGINEER. The ENGINEER shall cooperate with OWNER or its designated agent(s) in providing any information that is required to dig the test pits. In addition, the ENGINEER shall provide the field survey stakeout as required to define the horizontal location of all proposed facilities where a test pit(s) is required.

4. Upon receipt of the test pit data, the ENGINEER shall investigated the feasibility of redesigning the proposed facilities in order to eliminated the projected conflicts OWNER shall be advised of the results of this investigation and of the extent of utility conflicts.

5. If necessary, perform or cause to be performed the required geotechnical investigation (see Subsurface Soil Investigation).

6. Prepare a preliminary estimate of the quantities and cost of construction based on current unit prices for materials and labor.

7. Determine the limits of property, existing easements and rights –of-way by a detailed review of the recorded land records including any Land Court Records. A determination is to be made on the need for additional easements required for the construction of the project along with advising the OWNER of such requirements.

8. Attend detailed conferences with the OWNER and participate in citizens meetings. The ENGINEER shall prepare meeting minutes of all meetings which are to be forwarded to OWNER within five working days. Unless specifically requested, the ENGNEER shall not be required to attend citizen meetings for sidewalk and trail projects.

9. On road and community improvement projects, a street lighting plan will be prepared by the OWNER using the preliminary plans prepared by the ENGINEER. This plan will be forwarded to the ENGINEER for coordination and inclusion into the final plans.

10. All road improvement projects and community improvement projects will include a standard five-foot concrete walkway(s) unless specifically deleted from the scope of work.

11. The location of the proposed sidewalk(s) shall be in accordance with the OWNER'S specification, unless otherwise noted by OWNER. Any soil tests associated with determining the need for under drains shall be the responsibility of the ENGINEER.

12. All road and community improvement projects will meet the Standard Specifications for Highways and bridges, Commonwealth of Massachusetts, Department of Public Works. 1988:and Commonwealth of Massachusetts Design Criteria and Construction Standards, 1977; as well as the street design section of the City of Springfield Subdivision Regulations, 1991, unless specified otherwise.

SECTION VII. Final Design

1. No work will be initiated on final design until written authorization is received from OWNER.

2. Develop complete designs and computations and prepare final contract drawings showing all proposed construction in sufficient detail to ensure the granting of all necessary, approvals and permits by all affected regulatory agencies and utility companies and to ensure proper execution of the work by a contractor. All plan and profile sheets shall include a graphic scale as follows unless otherwise approved:

   2.1 Storm drainage, sidewalk, trail, road and community improvement projects: Horizontal 1" -40'; vertical 1"=6'

   2.2 Sanitary sewer projects: Horizontal 1"-40'; vertical1"=6'

   2.3 On street design plans where a proposed curb, berm, center line or gutter grade will be required profiles of the ground as it exists at each street line shall be shown and identified as such.

   All such proposed elevations shall be stationed at a maximum of fifty (50) feet intervals for the entire length of each street and at every change of grade. When the proposed

street is a continuation of an existing street the stationing there of shall be a continuation from the end of the existing street.

2.4 All points of curvature, points of tangency, intersections, catch basins, manholes, points of tangency of vertical curves shall be stationed.

2.5 The proposed layout and profile of sanitary and storm water lines shall include their location, size, type of material to be used, as well as their related structures. All other utilities shall be located on the Plot portion of the plan. Differentiation shall be made between existing and proposed services.

3. Prepare any special provisions for the project to the construction specifications and reference on the plans.

4. Prepare an Engineer's estimate of the final design quantities and cost of construction based on current unit prices for material and labor.

5. Prepare individual record plats for permanent easements, dedication to public street purposes (Acceptance Plans) and temporary construction or grading easements which will be required for the construction of the project. The record plats shall include:

5.1 "Take" areas computed in square feet and indicated in the lower left hand portion of the plat.

5.2 Two points referenced by OWNER specified traverse base, unless modified.

5.3 Metes and bounds on all "take" areas including complete curve data.

5.4. The same scale as the design drawings, unless approved otherwise by the OWNER, and be on 24" x 36" polyester film whenever possible.

6. Final design plans shall be 4 mil polyester film and will include standard Department of Public Works (DPW) cover sheet with locus map, general notes sheet with erosion / sedimentation requirements as needed along with plan / profile and standard detail sheets. Liberal use of details is encouraged. All sheets, except DPW cover sheets should have OWNERS title block. All plans shall also meet the requirements of the Hampden County Registry of Deeds (see Appendix C.)

6.1 All road projects shall include a revision data sheet.

APPENDIX C

HAMPDEN COUNTY REGISTRY OF DEEDS

PLAN REGULATIONS

AMENDMENTS UNDER THE GENERAL LAWS, CHAPTER 36, SECTION 13A, APPROVED BY THE ATTORNEY GENERAL ARE EFFECTIVE JANUARY 1, 1976 ARE AS FOLLOWS:

1. Plan sizes shall be a minimum of eight and one'-half inches by eleven inches (8 1/2' X 11') and a maximum of twenty-four inches by thirty-six inches (24' X 36').

2. Plans being presented for recording shall be on linen or polyester film, single matte with a thickness of .004 mils, and must have an opacity so as to allow consistent diazo and microfilm reproduction.

3. All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability.

4. Linen or polyester reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.

5. Each plan shall have three quarter inch (3/4') borders.

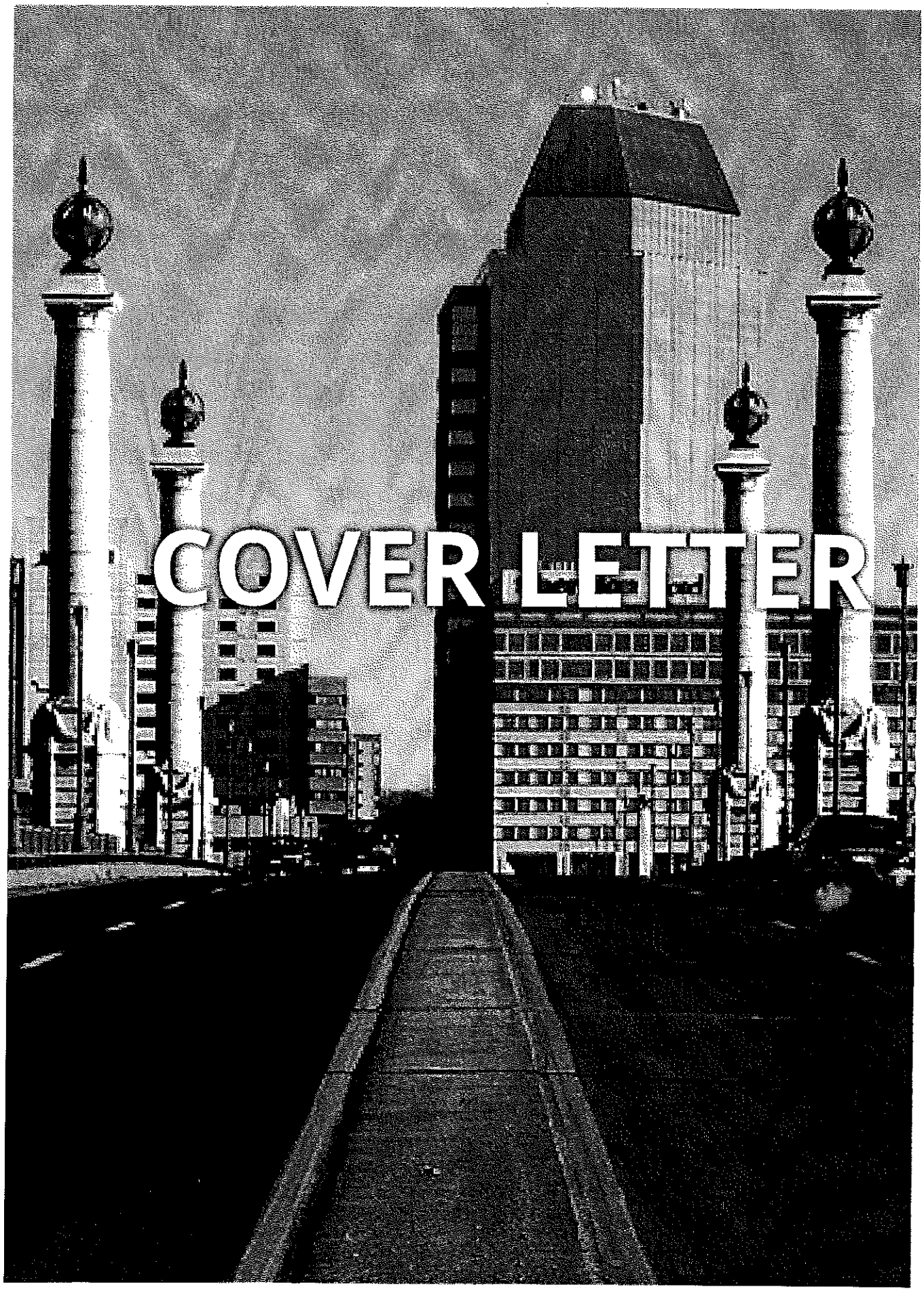
6. The minimum letter size on plans presented for recording shall be one eighth inch (1/8').

7. Each plan presented for recording shall include a graphic scale.

8. Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966.

9. Each plan shall have a three and one-half inch (3 1/2') square reserved for Registry use.

10. Each plan must contain a certification clause signed by the preparer stating that he/she has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.


COVER LETTER

FUSS & O'NEILL

October 13, 2015

Lauren Stabilo, Chief Procurement Officer
City of Springfield
Office of Procurement
36 Court Street – Room 307
Springfield, MA 01103

Re: Request for Qualifications
On-Call Professional Engineering Services – Bid 16-061

Dear Ms. Stabilo:

Fuss & O'Neill has been providing on-call environmental and engineering services to Massachusetts municipalities for over two decades. The primary reason we are successful delivering on-call services is that we work with our clients as part of their team. We understand the importance of how to act as an extension of our client's staff and what it takes to actually accomplish that.

On-call service contracts are a cornerstone of our business

Examples of existing Massachusetts on-call clients include Springfield, West Springfield, Holyoke, Gardner, South Hadley, and Southborough. We implement a management approach to work with our on-call clients as a team to holistically address their challenges. A good example of taking a holistic approach is our recent work with Everett developing a capital improvement plan for the City's parks. In addition to conventional recreational improvements, at some locations we incorporated green infrastructure into the parks to help solve neighborhood drainage problems.

We excel in project management

Our management approach is focused upon providing a level of service to help you best address your problems. Upon assignment of an on-call, the Fuss & O'Neill team will meet with relevant staff to confirm project goals, discuss potential alternatives including the viability of green or sustainable solutions, identify potential funding strategies and eligible grant programs, and determine the need for outreach to the various City officials, Boards, and Commissions. These discussions help identify realistic project costs, support local goals and/or regulatory requirements regarding environmental resources, and ensure that the public and local operators/maintenance staff are consulted and on board as desired.

Local team, local experience

Our team is led by Eric Bernardin, P.E., LEED-AP as project manager with over 30 years of experience in the Pioneer Valley. With at least 15 years of experience and more than 5 years in our West Springfield office, all of our project and task managers possess the experience and

78 Interstate Drive
West Springfield, MA
01089
t 413.452.0445
800.286.2469
f 413.846.0497

www.fando.com

Connecticut
Massachusetts
Rhode Island
South Carolina

communication skills necessary to provide unparalleled service to our clients. During the past few years our West Springfield team has managed a diverse range of projects for our on-call clients, including the following examples:

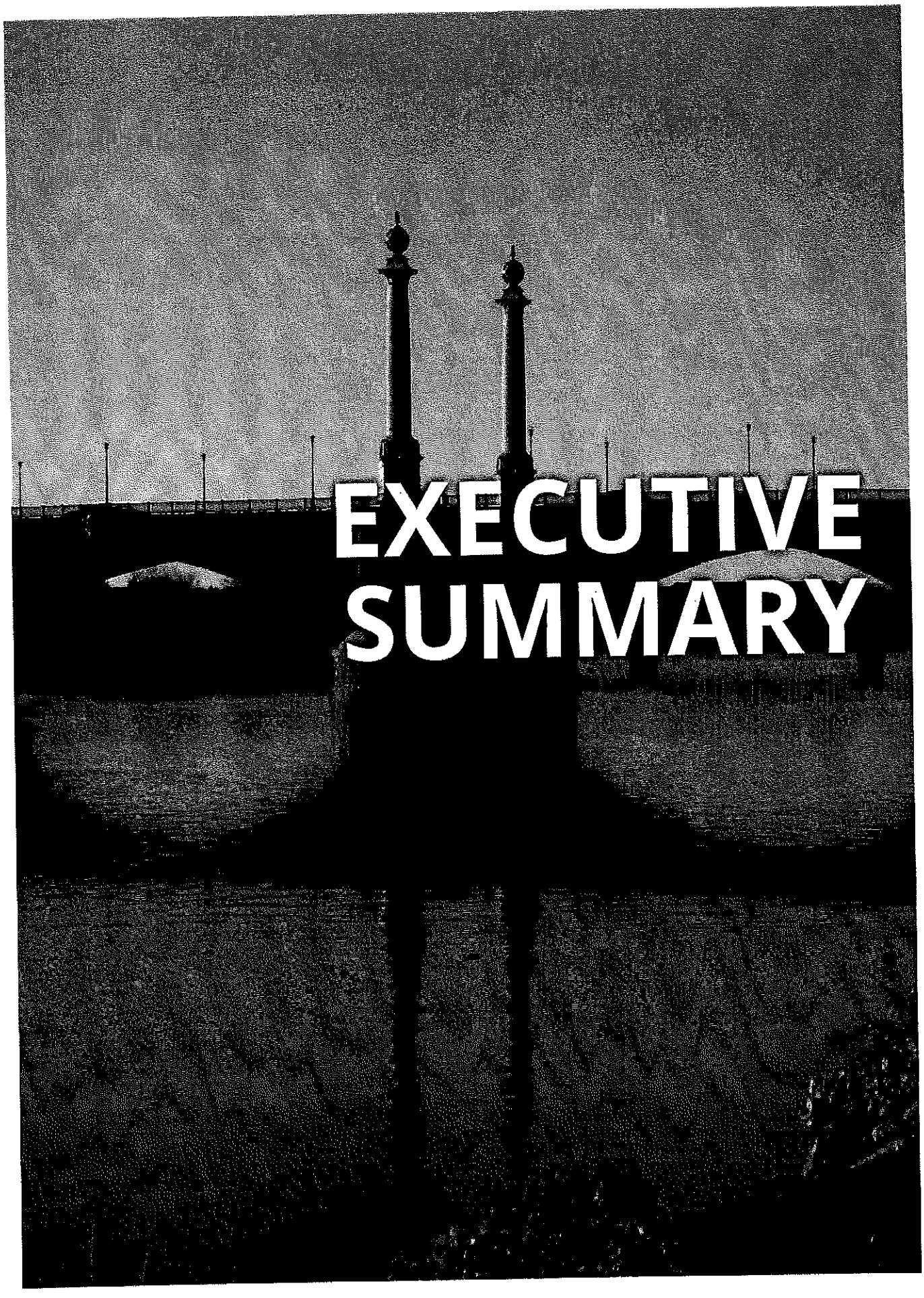
- NPS Springfield Armory Historic Site – Drainage Improvement Study
- $20 million of Roadway and Intersection Improvements and reconstruction projects for the City of Pittsfield with multiple funding sources
- Intersection and traffic signal improvements for the City of Chicopee
- Design and construction of a new Structural Testing Facility and the complete rehabilitation of the Orchard Hill Water Tank at the University of Massachusetts – Amherst
- Complete Streets and DHCD funded projects in Gardner and Southbridge
- Various unique projects for Holyoke Gas and Electric Division, including FERC Compliance work, repair and rehabilitation work to a number of HGED's hydroelectric generating stations and inspection of the Holyoke Canal System.

We are in receipt of Addendum 1, issued on October 9, 2015 and accept it as part of the RFP. Should Fuss & O'Neill be selected for this contract, we agree to accept the terms and conditions and requirements of the RFP. We would welcome the opportunity to meet with you and to discuss the specifics of our proposal. If you have any questions or need additional information, please call us at 413-452-0445.

Sincerely;

Stephen Savaria, P.E.
Project Manager

Eric M. Bernardin, P.E., LEED-AP
Vice President


EXECUTIVE
SUMMARY

Executive Summary

On-Call Professional Engineering Services – Bid 16-061

Fuss & O'Neill has been providing on-call engineering consulting services to municipalities throughout Southern New England for decades and has been providing these services to the City of Springfield since 2012. This is an important contract to our firm and we value our relationship with the City. We would like to continue to provide the responsive and quality services you have come to rely upon from our firm and offer the following proposal in this regard.

About our team

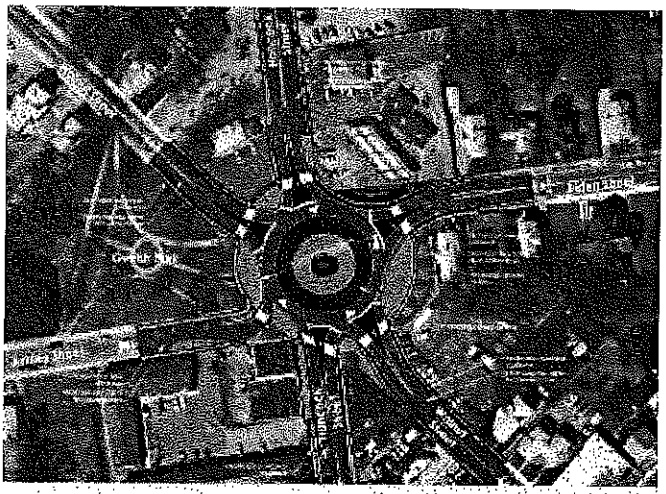
As a multidiscipline engineering firm with over 90 years of experience, and 260+ highly qualified professionals, we can provide you with all of the services you will require for this contract as listed under Section 1 of our proposal. Our ability to provide most of these services in-house results in cost-savings to our clients through integrated, effective, and timely service.

Our team will be led by **Eric Bernardin, P.E., LEED-AP** as **Project Manager** who has over 30 years of experience in the Pioneer Valley and over 11 years with Fuss and O'Neill leading the Community Development Group in our West Springfield Office. Our team is a diverse group of professionals, including civil engineers, traffic and transportation engineers, environmental engineers, structural engineers, wetland scientists, hydrologists, environmental scientists, environmental planners and construction inspectors. During emergency situations, we can quickly mobilize our resources from our corporate headquarters located in Manchester, CT if required. Resumes for our team members are provided in Section 4 highlighting their areas of expertise.

About our local experience

Our team has a great deal of experience managing multiple projects simultaneously:

- Currently providing multiple engineering services to the City of Springfield – one project of significant note is the development of a series of roundabout design options for a six-legged intersection. The design balanced complex geometry challenges to meet the City's integrated goal of improved traffic circulation, improved safety, and creating a public space connecting the neighborhood.
- Under our term contract with the National Park Service, our team from West Springfield performed civil and transportation engineering



Springfield Six Corners Roundabout

BID NO. 16-061

REQUEST FOR QUALIFICATIONS / PROPOSALS FOR ON-CALL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

PROJECT MANUAL

OFFICE OF PROCUREMENT AND

DEPARTMENT OF PUBLIC WORKS

SPRINGFIELD, MA

LAUREN STABILO – CHIEF PROCUREMENT OFFICER

CHRISTOPHER CIGNOLI – DIRECTOR

MATTHEW SOKOP – CITY ENGINEER

INCOMPLIANCE WITH THE ABOVE AND SUBJECT TO ALL OF THE CONDITIONS THEREOF, THE UNDERSIGNED AGREES TO FURNISH ANY OR ALL OF THE ITEMS AT THE PRICES AND TERMS QUOTED ON THIS BID, AND WITHIN THE TIME STATED.

THIS FORM MUST BE COMPLETED AND SIGNED AT THE TIME OF BID OPENING

PHONE: 413-452-0445 EXT. NO.: 4430

COMPANY NAME: Fuss & O'Neill, Inc.
ADDRESS: 78 Interstate Drive
CITY: West Springfield STATE: MA
BY: Eric M. Bernardin, PE, LEED AP
SIGNATURE: [signature]
TITLE: Vice President DATE: 10/8/15

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number	State Identification Number	06-0845648 Federal Identification Number

Company: Fuss & O'Neill, Inc.

P.O. Box (if any): _____ **Street Address Only:** 78 Interstate Drive

City/State/Zip Code: West Springfield, MA 01089

Telephone Number: 413-452-0445 **Fax Number:** 413-846-0497

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation	X	
Individual	_____	**Name of Individual:** _____
Partnership	_____	**Names of all Partners:** _____
Limited Liability Company	_____	**Names of all Managers:** _____
Limited Liability Partnership	_____	**Names of Partners:** _____
Limited Partnership	_____	**Names of all General Partners:** _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law.

Fuss & O'Neill, Inc. _____ Date: October 8, 2015
Bidder/Proposer/Contracting Entity — Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **City of Springfield taxes** required by law(has/have entered into a Payment Agreement with the City).

Fuss & O'Neill, Inc. _____ Date: October 8, 2015
Bidder/Proposer/Contracting Entity — Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Eric M. Bernardin (authorized agent) certify under the pains and penalties of perjury that Fuss & O'Neill, Inc. (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Fuss & O'Neill, Inc. _____ Date: October 8, 2015
Bidder/Proposer/Contracting Entity — Authorized Person's Signature

Notary Public

STATE OF Massachusetts

October 8, 2015

County of Hampden, ss.

Then personally appeared before me [name] Eric M. Bernardin, [title] Vice President of [company name] Fuss & O'Neill, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Fuss & O'Neill, Inc.

_____
Notary Public

My commission expires: August 12, 2022

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM, AND YOU MUST FILE THIS FORM WITH YOUR BID OR CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

APPENDIX D

OFFICE OF PROCUREMENT

CITY OF SPRINGFIELD, MA

Bid No. 16-061
DEPARTMENT OF PUBLIC WORKS, ON CALL ENGINEERING SERVICES – SPRINGFIELD, MA

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PURJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR , AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Eric M. Bernardin

NAME OF PERSON SIGNING BID

SIGNATURE

Fuss & O'Neill, Inc.

COMPANY NAME

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor,** with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.

CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD MASSACHUSETTS 01103

Friday, October 9, 2015
Addendum No. 1 Bid No. 16-061 – On-Call Professional Engineering Services
Bids are due on: October 14, 2015 at 2:00 P.M.

Ladies and Gentlemen:

This is an addendum to the above bid. Special Attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda. Failure to acknowledge this addendum may result in rejection of bid.

The following addresses questions that have been received by the City:

Question 1: *The RFQ asks for the Affirmative Action Plan to be included in the executive summary and in Tab 7. Would you like to see it in both locations, or can we just include it in one?*

Answer 1: **One location is fine.**

Question 2: *Should [we] carry a team who can provide engineering for any of the tasks listed in Section 4 – Scope of Work, correct?*
As well, can you tell me other firms who have been awarded this contract in the past?

Answer 2: **The selected engineering firm(s) will provide a wide range of design and specialized consulting services through the medium of appropriately staffed divisions, subconsultants or subsidiary organizations. To be properly qualified to render specialized engineering services, the division, subconsultant or subsidiary organization must be directed by a professional engineer with training and experience in the specialized field. The Consultants will have prime responsibility for all aspects of the projects as assigned. It is understood that the Consultant selected may not have on-staff all of the fields of expertise and engaging subconsultants may be necessary on some projects.**
With regard to subconsultants, if firms identify specific outside firms to prove certain services, the required information identified in Section 2 of this document. Depending upon the services identified, it may be necessary to have the subconsultant attend the oral presentation / interview, if invited.
This procurement and scope of services will be limited to the extent that statutory procedures govern the selection of engineers for certain types of projects.

Currently the City has 5 consultants under contract –Tighe & Bond, Alfred Benesch, Fuss & O'Neill, Weston & Sampson and VHB.

Question 5: *Under Executive Summary it says to include Cover Page. Does that refer to the Project Manual Page which is the very first page of the RFQ?*

However, this page also states "This form must be completed and signed at the time of the Bid Opening"

I would appreciate if clarification can be provided for this.

Ok...so we need to sign and then include it in the proposal?

Answer 5: **Yes, the very first page of the RFQ is the cover page (and the words "Project Manual" on it), and it is required to be signed, executed, etc. with your bid.**

Question 6: Can you please clarify and explain Article 8 Section I (Interpretation)? We need to be clear on what this means exactly.

Answer 6: **(1) Releases from indemnities against liability, (2) limitations on liability, (3) assumptions of liability, and (4) limitations on remedies expressed in this AGREEMENT shall apply even in the event of any cause of action (except for willful or reckless disregard of obligations), including but not limited to breach of contract, breach of warranty, fault, tort (including negligence), strict liability, or statutory cause of action of the party released or indemnified, or whose liability is limited or assumed or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.**

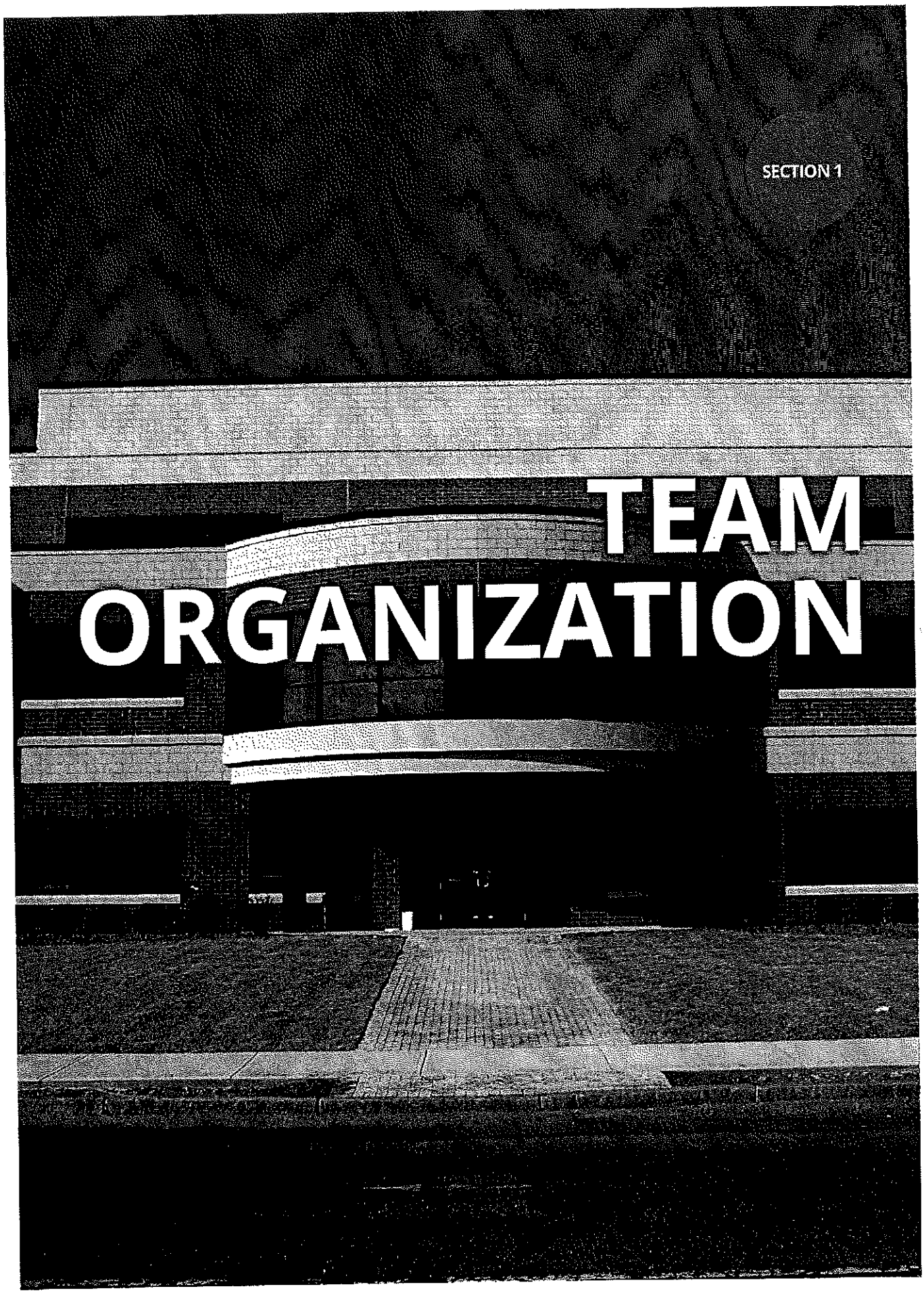
If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-6295 or email to Lauren Stabilo at lstabilo@springfieldcityhall.com. Failure to acknowledge addendum may result in rejection of bid.

Signed: _____ Vice President
(Title)

Company: Fuss & O'Neill Inc
(Please print)

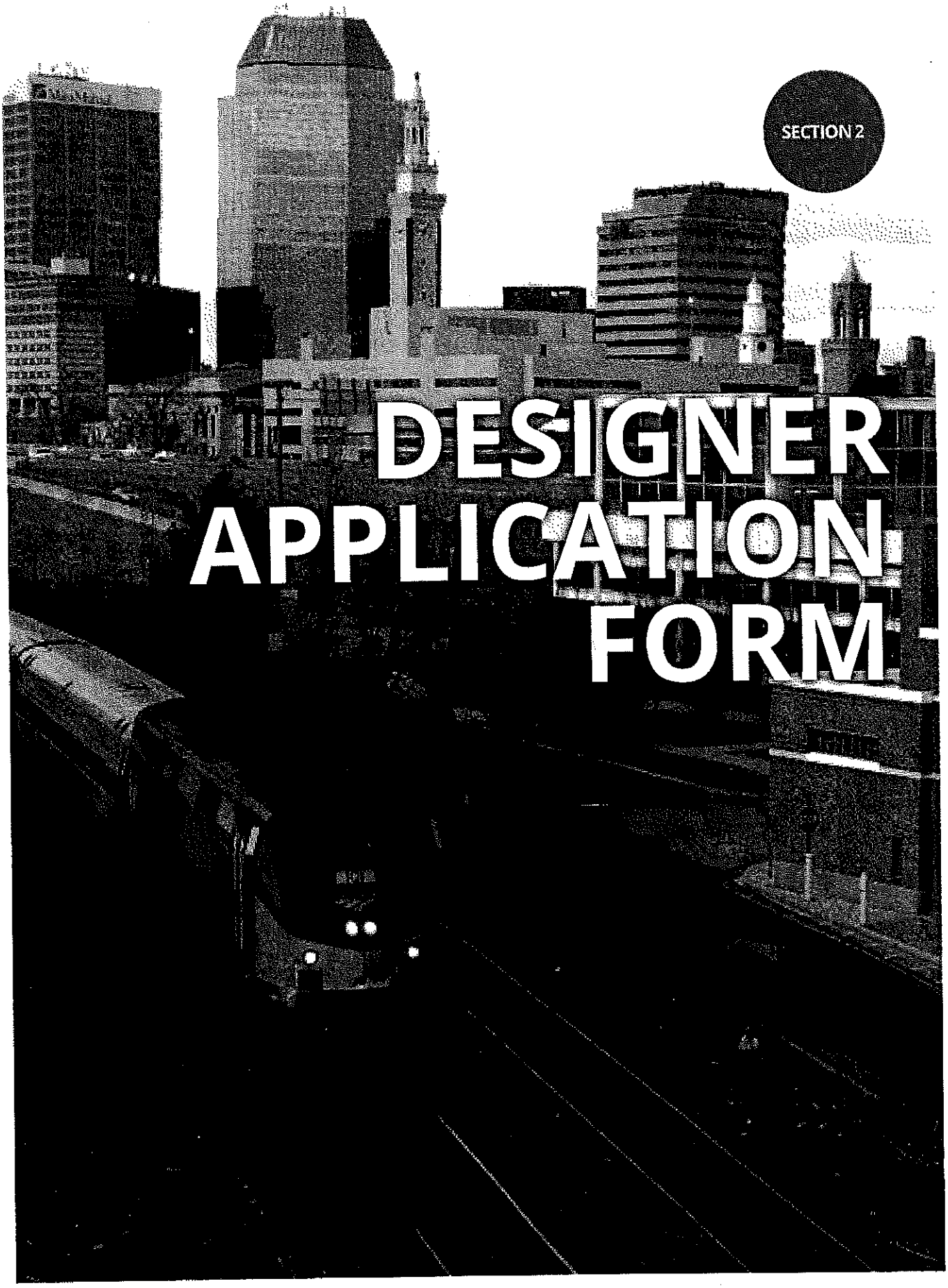

SECTION 1
TEAM
ORGANIZATION

Section 1 – Team Organization

Fuss and O'Neill along with our teaming partner Dietz & Company Architects (WBE) will be providing the following services:

- Architectural Services (Dietz)
- Aerial Surveys
- Bridge Engineering
- Construction Inspection & Administration
- Construction Management
- Electrical Engineering
- Environmental Permitting (MEPA, MADEP, ACOE, MassDOT, etc.)
- Environmental Sciences and Engineering (LSP)
- Geographic Information Systems
- Flood Control Systems
- Highway and Street Engineering
- Land Surveying
- Building Inspections and Assessments
- Mechanical Engineering
- Pavement Management
- Solid Waste Management
- Traffic Engineering
- Hazardous Material
- Geotechnical Engineering
- Landscape Architecture
- Transportation Planning
- Utilities Engineering
- Stormwater Design and Analysis

An organizational chart follows on the next page. Additional information on the technical expertise can be found in Section 3 – Background of Firm and in Section 4 Professional Personnel.



SECTION 2

DESIGNER APPLICATION FORM

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: Eric M. Bernardin, PE, LEED – AP - Vice President	a. Name and Title Within Firm: Stephen J. Savaria, PE - Senior Project Manager
b. Project Assignment: Civil Engineer/Project Manager	b. Project Assignment: Civil Engineering – Project/Task Order Manager (Traffic)
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 78 Interstate Drive West Springfield, MA 01089 MBE ❑ WBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 78 Interstate Drive West Springfield, MA 01089 MBE ❑ WBE ❑
d. Years Experience: With This Firm: 11 With Other Firms: 19	d. Years Experience: With This Firm: 20 With Other Firms: 15
e. Education: Degree(s) /Year/Specialization BS/1985/Agricultural Engineering	e. Education: Degree(s) /Year/Specialization BS/1979/Civil Engineering
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1994/MA Professional Engineer (Civil) #37950	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1992/MA Professional Engineer (Civil) #36500
g. Current Work Assignments and Availability For This Project: Mr. Bernardin is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project: Mr. Savaria is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Bernardin is a Vice President at the West Springfield office leading Fuss & O'Neill's Integrated Site Design team. Fascinated by the interaction between the built and natural environments around him, Mr. Bernardin is a LEED Accredited Professional who embraces sustainable and enduring site solutions. He excels at directing complicated design and permitting projects and has led project teams to complete roadway work, building additions and renovations, sanitary facilities designs, stormwater management, planning assessments for infrastructure improvements, and site development. Mr. Bernardin strives to combine his team's technical and collaborative capabilities to help clients achieve their unique goals.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Savaria is a Senior Project Manager in the West Springfield office and has served in responsible charge for all aspects of the planning, permitting and design of transportation construction projects throughout New England. He has extensive experience in the analysis, design and specification of intersection geometrics, traffic signal system operation and equipment, signage and pavement markings, pedestrian facilities and accessibility compliance, and methods, measures, and techniques for the alleviation of congestion and the promotion of traffic safety. Mr. Savaria is an expert in the assessment of the transportation characteristics, requirements and impacts of private commercial, institutional, and residential development projects.

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: Keith Bowman, PE - Associate	a. Name and Title Within Firm: Christopher J. Ferrero, RLA, AICP, CNU – Vice President
b. Project Assignment: Structural Engineering/Structures	b. Project Assignment: Landscape Architecture
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ☐ WBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ☐ WBE ☐
d. Years Experience: With This Firm: 10 With Other Firms: 12	d. Years Experience: With This Firm: 5 With Other Firms: 24
e. Education: Degree(s) /Year/Specialization AS/1990/Architecture Engineering BS/1994/Civil Engineering	e. Education: Degree(s) /Year/Specialization BS/1983/Environmental Design MS/1986/Landscape Architecture
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2000/CT Professional Engineer (Civil) #21715	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2010/MA Professional Engineer (Landscape Architect) #1144
g. Current Work Assignments and Availability For This Project: Mr. Bowman is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project: Mr. Ferrero is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Bowman manages our Structural Department. Through his career, he has been a valuable team member completing a wide range of structural engineering projects working with architects, other engineers and facility owners. These projects have included historic renovations, educational and public safety facilities, commercial buildings, peer reviews, and construction inspections. His principal strengths are his abilities to manage large, multi-disciplinary projects and work through complex structural problems to develop innovative and cost effective solutions.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Ferrero brings to the firm over 27 years of experience in landscape architecture, planning, development consulting, permitting and construction administration. His expertise includes work in public and private sectors including overall project management, master planning, feasibility and program analysis, cost benefit analysis, multi-disciplinary project management, site design and technical documentation, construction administration and contract negotiation. Mr. Ferrero has planned, designed and managed a wide variety of project types in both the public and private sector including but not limited to parks and recreation, housing, urban spaces, revitalization and property repositioning services and mixed use environments.

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: Kristine M. Baker, PE – Senior Project Engineer	a. Name and Title Within Firm: John Chambers, LPG, LSP – Senior Vice President
b. Project Assignment: GIS	b. Project Assignment: Licensed Site Professional
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 78 Interstate Drive West Springfield, MA 01089 MBE ❑ WBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 78 Interstate Drive West Springfield, MA 01089 MBE ❑ WBE ❑
d. Years Experience: With This Firm: 7 With Other Firms: 0	d. Years Experience: With This Firm: 16 With Other Firms: 10
e. Education: Degree(s) /Year/Specialization BS/2006/Environmental Engineering MS/2008/Environmental Engineering Certificate/2010/Geographic Information Systems	e. Education: Degree(s) /Year/Specialization BS/1989/Geology MS/1996/Civil Engineering
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2012/MA Professional Engineering/#49906	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2003/MA Licensed Site Professional /#4130
g. Current Work Assignments and Availability For This Project: Ms. Baker is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project: Mr. Chambers is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Kristine Baker is an environmental engineer with a background in groundwater and surface water resources, forestry water quality management, and computer modeling. At Fuss & O'Neill, Kristine has developed HEC-RAS and SWMM models and worked with MODFLOW. She has prepared permit applications to comply with the Wetlands Protection Act, MassDEP Water Quality Certifications, Army Corps of Engineers General Permit, and NHESP consultation. Kristine contributes to environmental documentation in compliance with state and federal environmental policy acts, including the National Environmental Policy Act (NEPA), the Connecticut Environmental Policy Act (CEPA), and the Massachusetts Environmental Policy Act (MEPA).	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Chambers directs Fuss & O'Neill's Brownfield and Urban Redevelopment and Remediation Services team in Massachusetts and Rhode Island. That team is a multidisciplinary team of environmental assessment, remediation, and site design engineers and scientists specializing in productive property re-use, site design and environmental assessment and remediation. Through his career Mr. Chambers has completed a wide range of environmental assessment and remediation, water resource planning and development, and site redevelopment projects. Mr. Chambers also has an accomplished record in brownfield funding acquisition and redevelopment financing strategies. He has led many public outreach efforts and is a regionally recognized expert in environmental justice issues.

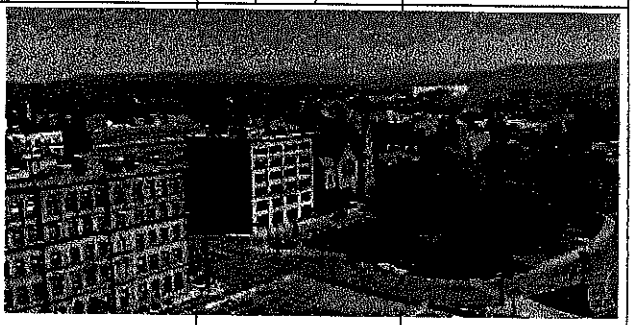
7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

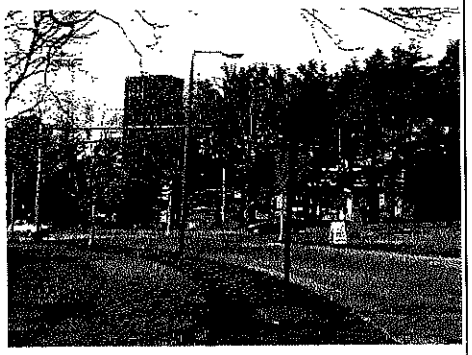
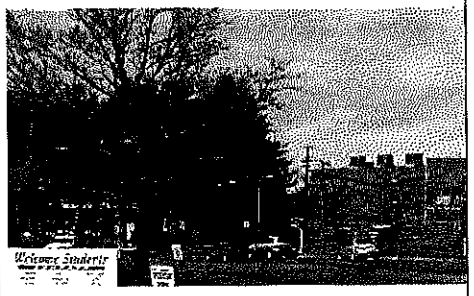
a. Name and Title Within Firm: Phillip Moreschi, PE – Vice President	a. Name and Title Within Firm: Virgil Lloyd, PE – Senior Vice President
b. Project Assignment: Flood Control	b. Project Assignment: Water/Wastewater Utilities
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ❑ WBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ❑ WBE ❑
d. Years Experience: With This Firm: 23 With Other Firms: 15	d. Years Experience: With This Firm: 14 With Other Firms: 23
e. Education: Degree(s) /Year/Specialization BS/1978/Civil Engineering	e. Education: Degree(s) /Year/Specialization BS/1979/Civil Engineering MS/1987/Environmental Engineering
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1984/MA Professional Engineering/#32051	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2010/MA Professional Engineer (Civil) #48508
g. Current Work Assignments and Availability For This Project: Mr. Moreschi is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project: Mr. Lloyd is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Moreschi is a Vice President who leads our Water Resources Practice. Over his career he has been responsible for a wide range of engineering projects including dam restoration, lake dredging, watershed management, stormwater quality and quantity management, flood control, river restoration, environmental impact evaluations, petroleum services, and site design. He has been responsible for the inspection, investigation, design of repairs, permitting and construction administration of projects involving scores of dams, impoundment dredging, land development, flood control, shore erosion control, petroleum storage and dispensing facilities over his career. He is relied upon by his clients to successfully identify and manage the solutions to their challenging technical problems.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Lloyd has over 35 years of experience in wastewater systems engineering, serving municipalities, state agencies and private clients. He specializes in working collaboratively with his clients to develop and implement practical and affordable solutions to complex wastewater collection, treatment and reuse challenges.

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: Joshua Wilson, PWS – Senior Ecologist/Risk Assessor	a. Name and Title Within Firm: Marshall E. Gaston, PE – Senior Project Manager
b. Project Assignment: Wetlands	b. Project Assignment: Construction Inspection/Administration
c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ☐ WBE ☐	c. Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ☐ WBE ☐
d. Years Experience: With This Firm: 12 With Other Firms: 2	d. Years Experience: With This Firm: 29 With Other Firms: 8
e. Education: Degree(s) /Year/Specialization BA/1997/Biology MS/2001/Environmental Science	e. Education: Degree(s) /Year/Specialization AS/1972/Civil Engineering BS/1973/Construction Technologies
f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2010/US Wetland Scientist/#1992 2005/US Certified Soil Scientist	f. Active Registration: Year First Registered/Discipline/Mass Registration Number 1996/CT Professional Engineer/#16705
g. Current Work Assignments and Availability For This Project: Mr. Wilson is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project: Mr. Gaston is available to allocate appropriate time to this project.
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Wilson is an Ecologist and Risk Assessor with Fuss & O'Neill. He is an experienced field scientist in the disciplines of soil science, botany, wildlife biology, and wetland ecology. Mr. Wilson serves as Fuss & O'Neill's principal in-house wetland scientist and certified soil scientist. He is responsible for performing and overseeing wetland and watercourse delineations, vegetation surveys, and ecological surveys in accordance with State and Federal regulations and guidelines. Mr. Wilson is also responsible for coordinating and conducting ecological risk assessments at Fuss & O'Neill. He has led ecological risk assessment services in support of various projects such as site investigations and remediation, brownfields investigations and landfill compliance.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Gaston is a Senior Project Manager with expertise in design and construction of major utility and roadway projects. Through his career, he has completed a wide range of civil and environmental engineering projects, working with multiple technical disciplines. These projects have included facilities planning, gravity and low pressure wastewater collection systems, pump station design and commissioning, and on-site decentralized renovation systems. His principal strength has been managing large complex multi-phase projects where his range of technical and administrative experience is very valuable.

7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a.	Name and Title Within Firm: Ted DeSantos, PE, PTOE, Senior Vice President	a. Name and Title Within Firm:
b.	Project Assignment: Transportation Planning, Public Outreach/Communications	b. Project Assignment:
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040 MBE ❑ WBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑
d.	Years Experience: With This Firm: 18 With Other Firms: 4	d. Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization BS/1994/Civil Engineering	e. Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number 2010/MA Professional Engineer/#48619	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project: Mr. DeSantos is available to allocate appropriate time to this project.	g. Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. DeSantos is a Principal at Fuss & O'Neill. His strength is in client service, communication and facilitating collaboration between public, private, and community stakeholders. Mr. DeSantos has a well-rounded skill set including transportation planning, pedestrian safety, complete streets, traffic impact, intelligent transportation, signal systems, and urban development projects. He has proven leadership ability in planning, design, permitting and construction of complex multi-disciplinary projects. His no-nonsense approach and career commitment to integrity in project implementation defines the shortest path to success and sets the stage for public and private success in getting a project done.	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

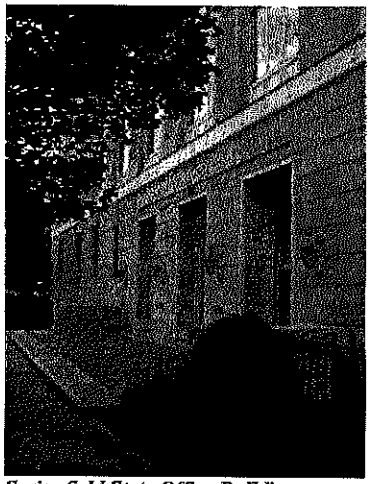
8a.	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a.	Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)	**Downtown Pittsfield Circulation Study** Pittsfield, Massachusetts Ted Desantos, PE Senior Vice President	The Berkshire Regional Planning Commission (BRPC) in conjunction with the City of Pittsfield contracted Fuss and O'Neill to address concerns regarding impeded through traffic and the impact of delay and congestion on the safety and revitalization efforts of downtown Pittsfield. This project entailed an extensive review of vehicular, pedestrian, and parking issues within the downtown area to identify existing operations and evaluate improvement alternatives. The goal was to achieve a consensus of a "preferred alternative" among stakeholders. The development of transportation improvement alternatives included: • Transportation System Management (TSM) • Travel Demand Management (TDM) • Review of vehicular, pedestrian, and parking issues in downtown area • Public involvement process • Review of downtown parking supply and demand • Parking user survey and issue identification • Road Safety Audits • Traffic simulation model for assistance in reviewing and analyzing traffic operations alternatives	City of Pittsfield 70 Allen St Pittsfield, MA 01201 Mr. Bruce Collingwood 413-499-9330	 Ongoing	$20M	$2M
						

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(4) **Amherst Gateway Project** Amherst, Massachusetts Jon Dietrich, PE Project Director	Fuss & O'Neill provided transportation planning expertise for this gateway project on the main road to the UMass Amherst campus from downtown Amherst. The work tasks included: • Participating in the study area tour • Field inspection with Town and University stakeholders • Transportation analysis of conceptual improvements to the corridor The main effort involved a charrette process whereby the public was involved in an evening visioning workshop. Information was summarized and graphically presented on transportation mode circulation patterns for the study corridor with respect to pedestrian, bike, passenger vehicles, and public transit movements.	Amherst Redevelopment Authority 4 Boltwood Ave. Amherst, MA 01002 Holly Bowser  	2011	$250,000 (est)	$17,500

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.

Sub-Consultant Name: **Dietz & Company Architects, Inc.**

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1) **Repair, Improvements and Renovations of Court Facilities Statewide, MA**	This DCAM "House Doctor" contract called for improvements to multiple courthouse facilities statewide. Projects included roof replacements, HVAC modifications, site improvements, and handicap accessibility for state office buildings and courthouses. *Springfield State Office Building* – Services included tearing off the existing roof system (membrane, insulation, etc.) and replacing the entire roof, masonry restoration and cleaning, and site work and repairs of concrete areas. Sensitivity to the original character and materials of the building was an essential element of this project. *Chicopee District Courthouse* – Services included a comprehensive study of roof conditions, life safety and accessibility issues and mechanical system upgrades. Design alternatives were developed for a new holding cell/sallyport area, an accessible route alternative at the main entrance and the replacement of a sunken area in the parking lot. *Holyoke District Courthouse* – Dietz & Company Architects prepared designs for the replacement of the courthouse's roof and its central mechanical systems and ductwork. Accessibility improvements at the entrances and within the courtroom and common areas completed the project.	**References:** Division of Capital Asset Management One Ashburton Place Boston, MA 02108 James Tanin Project Manager (617) 727-4030 x 383 *(Springfield State Office Building)* Barry Heidke Project Manager (617) 727-4040 x375 *(Holyoke and Chicopee District Courts)*	2009	$850 (Springfield State Office) $932 (Holyoke Court House) $380 (Chicopee District Court)	Total Contract Fee: $258 $58 $75



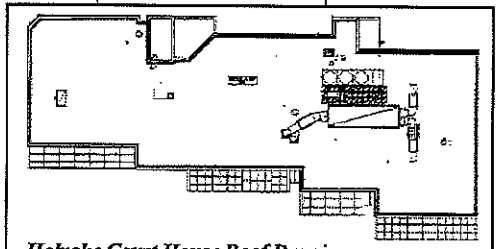
Springfield State Office Building

Kerry L. Dietz AIA, Principal in Charge

Debbi Gottlieb AIA, Project Manager

Kevin Riordon AIA, Project Manager

Chicopee District Courthouse



Holyoke Court House Roof Drawing

8b. List Current and Relevant Work By Sub-Consultant Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 3 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.

Sub-Consultant Name: **Dietz & Company Architects, Inc.**

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(3) **Springfield Technical Community College House Doctor Contract** Springfield, MA *Principal-in-Charge* *Kerry L. Dietz, AIA, LEED AP* *Project Architect* *Debbi Gottlieb, AIA*	See Below	Springfield Technical Community College Armory Square, Suite 900 PO Box 9000 Springfield, MA Maureen Socha Senior Director of Facilities (413) 755-4460	2003 Contract 2006 Contract 2012 Contract	$4,367 $3,538 $450 Est.	$200 (entire contract) $500 (entire contract) $141 (to date)

Organized as a "House Doctor" project, Dietz & Company Architects' work at STCC has involved several **renovation studies and repair projects.**

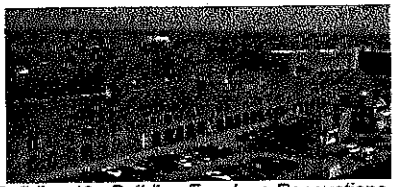
Some of the projects and studies we have completed include:

- STCC Building 19 Exterior Building Envelope Repairs and Renovations Study and Design Services
- Space Survey for Eleven Classroom Buildings
- STCC Building 25 Electrical Upgrades
- STCC Building 17 Roof and Cooling Tower Replacement Study and Design Services
- STCC Building 20 Window Replacement
- STCC Building 2 Gymnasium Roof Replacement
- STCC Building 27 Copy Center

We have extensive experience and a successful track record with the National Historic Preservation Act Section 106 and National Park Service review process on numerous renovation projects at STCC and other colleges and universities. We know how to address the challenges of retrofitting historic buildings for new uses while maintaining their historic character. STCC's Memorandum of Understanding with the National Park Service has required a detailed understanding and careful application of the Secretary of the Interiors' Standards for Rehabilitation to the historic buildings on the campus.

Dietz & Company Architects provided study and design services for the STCC Building 19 Building Envelope Renovations spanning two phases. Phase I, completed in 2006, consisted of design through construction administration services for the stabilization of the existing roof system due to ongoing water infiltration. The general project scope included slate and brick repairs/replacement, removal of gutter system and snow guards, new copper ridge cap and metal wall panels at the stair towers, and a new master label lightning protection system. A temporary weatherproofing enclosure was installed at the roof and upper portion of the exterior wall and reinforcement of the deteriorated structural members was provided at the eaves. The scope of work in Phase II, completed in 2011, was expanded to include a **DCAMM Certified Study and design through construction administration services** for more extensive building envelope upgrades including roof, masonry, and structural repairs. The project included the evaluation of alternatives and recommended solutions for stabilizing the building in order to prevent further structural and weather related decay and deterioration prior to future renovations. **For both phases, Dietz & Company Architects prepared submissions for Section 106 reviews by the National Park Service and Massachusetts Historical Commission successfully securing final approval from both agencies.** In addition, Dietz & Company Architects prepared Section 106 submissions for the Building 20 Window Replacement and Building 25 Electrical upgrades and obtained approval from the NPS and MHC for both projects.

Building 19 – Building Envelope Renovations



Building 19 –Building Envelope Renovations

Building 20 Window Replacement

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement and They Must Be In The Format Provided.

Sub-Consultant Name: **Dietz & Company Architects, Inc.**

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(5) **Massachusetts College of Liberal Arts – Various Projects** North Adams, MA *Principal-in-Charge* *Kerry L. Dietz, AIA, LEED AP* *Project Manager* *Marc Sternick AIA, LEED AP*	See Below	Massachusetts State College Building Authority 253 Summer Street Boston, MA 02210 Paul Forgione, MSBA (617) 542-1081 Janet Chrisos, MSBA (617) 542-1081	Flagg: 2010 Hoosac: 2012 Dormitory Study: 2009 Berkshire Towers: 2010 Amsler: 2011 Sprinkler Study: 2012 Water Infiltration: 2012	Flagg: $1.5M Hoosac: $5.5M	$875 to date (entire contract)

The team of Dietz & Co. Architects and Barr & Barr Builders was chosen to provide a variety of design and construction management services on the MCLA campus for the Massachusetts State College Building Authority (MSCBA) through the c.149a CM-at-Risk program. The following projects have completed design services:

Dormitory Study: This study was used to help determine the renovations and upgrades required for all dormitories on the campus, totaling 1,044 beds in 10 buildings.

Flagg Townhouses: Window replacements, site improvements and fire alarm system upgrades to over 107,000 sf of student living facilities. **The window replacements and Fire Alarm upgrades have been completed on all 8 buildings (98 apartment units).**

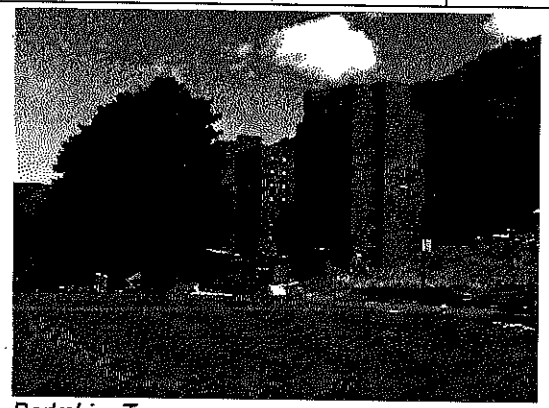
Berkshire Towers: Electrical switchgear replacement is completed. **Designs for window replacement for the two towers with 73,000 sf of student living facilities is about to begin.**

Amsler Student Center Gymnasium: Construction Documents for the removal of the existing 18,000 sf gymnasium floor, renovation of the bleachers and miscellaneous improvements completed.

Hoosac Hall: Complete renovations to 2 floors to include new student center and recreational facilities in lower level and 19 additional student rooms on floors above.

Flagg Sprinkler Investigation: Study for renovations to 98 townhouse apartment units to accommodate new sprinkler systems and **change from central steam heating and hot water to building-based high-efficiency modular gas boilers for heat and hot water.**

Flagg Water Infiltration: Investigation and recommendations to remediate moisture and mold issues in basement townhouse units.



Berkshire Towers

Flagg Townhouses

Hoosac Hall *Woodruff/Brown*

Hoosac Hall *Woodruff/Brown*

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
P	D.D., C.D., A.C	13. Bridge Street Water Main West Springfield, MA Eric M. Bernardin, P.E., LEED-AP	Town of West Springfield Jack Dowd, Director of Public Works 413-263-3030	$267K	2009
P	St., Sch.	14. Belchertown State School Priority Development Site Master Plan Eric M. Bernardin, P.E., LEED-AP	MassDevelopment Edmund Starzec 978-784-2945	n/a	2009
P	St. , Sch.	15. Tolland State Forest Permitting Tolland, MA Timothy St. Germaine, P.E.	Massachusetts DCR Mr. Kenneth Neary 413-442-8928 ext 34	n/a	2009
P	St, Sch	16. UMASS Fueling Facility Concept Design and Location Assessment , Amherst, MA Eric M. Bernardin, P.E., LEED-AP	University of Massachusetts Mr. Thomas Shaw 413-545-6499	n/a	2009
P	D.D., C.D., A.C	17. Hawley State Forest Roads Reconstruction Hawley, MA Eric M. Bernardin, P.E., LEED-AP	Massachusetts DCR Mr. Kenneth Neary 413-442-8928 ext 34	$290K	2009
P	St, Sch, D.D., C.D., A.C	18. Pavement Preservation & Restoration Project Pittsfield, Massachusetts Jon W. Dietrich, P.E.	City of Pittsfield, MA Bruce Collingwood 413-499-9330	$2.6M	2010
P	St, Sch, D.D., C.D., A.C	19. North Street Streetscape Project Pittsfield, Massachusetts Jon W. Dietrich, P.E.	City of Pittsfield, MA Bruce Collingwood 413-499-9330	$2.3M	2011
P	St, Sch, D.D., C.D., A.C	20. West/Center Street Intersection Operations Improvement Pittsfield, Massachusetts Jon W. Dietrich, P.E.	City of Pittsfield, MA Bruce Collingwood 413-499-9330	$696,000	2010
P	St, Sch, D.D., C.D., A.C	21. Upper Waconah/North Street Pittsfield, Massachusetts Jon W. Dietrich, P.E.	City of Pittsfield, MA Bruce Collingwood 413-499-9330	$507,000	2010
P	St, Sch, D.D., C.D.	22. New England Log Homes Demolition Project Great Barrington, Massachusetts Timothy F. Keane, PE, LSP	Town of Great Barrington Mr. Burke LeClair 413-528-1619	$1.07M	2011
P	St, Sch, D.D., C.D.	23. Six Corners Roundabout Springfield, Massachusetts Eric M. Bernardin, P.E., LEED-AP	Springfield City Hall Mr. Christopher Cignoli 413-750-2808	$2.8M	2014
P	Sch, D.D., C.D., A.C	24. ADAL Engine Shop Barnes Air Force Base Westfield, Massachusetts Eric M. Bernardin, P.E., LEED-AP	Captain Brian Murphy, P.E. MAANG 413-568-9159 x1347	$730K	2008

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Please see attached description about Fuss & O'Neill

11. Professional Liability Insurance: **See attached insurance certificate**

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

No

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.			e.				
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors: **Please see DSB Questions Sheet**

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership): **Please see DSB Questions Sheet**

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature) _____ Printed Name and Title Eric M. Bernardin, PE, LEED AP, Vice President Date October 8, 2015

Company Description

Headquartered in Manchester, Connecticut with regional offices in West Springfield and Boston, Massachusetts, Fuss & O'Neill has been serving both the public and private sectors for 90 years. Fuss & O'Neill began as a land surveying firm that evolved into a civil engineering firm and then into a full service engineering and science firm. When the first environmental regulations were developed in the 1970s, Fuss & O'Neill began providing environmental services to government, institutional, and private entities to meet their evolving needs. We have since expanded to provide services in a range of technical disciplines including MEP/FP. Our commitment to quality, value, and our clients' interests continued as we developed into a leader in providing engineering and science services in Southern New England.

The success of any complex project demands more than discrete services. That's why we have organized our business to deliver integrated services across multiple Areas of Practice. Our commitment to cross-departmental collaboration provides more unified, inspired solutions, shortens project cycles and reduces costs. Organizations that want high-quality consulting services turn to Fuss & O'Neill for services within these areas.

- Community
- Construction
- Energy
- Environment
- Facility
- Infrastructure
- Manufacturing

Several LLCs also are included in the Fuss & O'Neill corporate structure, which include:

- EnviroScience (Building Hazardous Materials and Human Health)
- Design Build
- Manufacturing Solutions (Lean Manufacturing and Preventative Maintenance)

Our matrix-type organization allows us to assemble a team with the appropriate levels of expertise and experience to respond to your needs in a timely and responsive manner.

Fuss & O'Neill currently employs approximately 260 professionals, who are licensed in various states. Annually, we work on over 000 projects. Our services in connection with these projects range in value from under $1000 to well over $1,000,000. With total annual billings of approximately $50 million, we have been ranked among Engineering News-Record's 500 largest design firms in the country for over 15 years.

We will serve the City of Springfield primarily out of our West Springfield, Massachusetts office with support available from our offices in Boston, Massachusetts and Manchester, Connecticut. Our offices are interlinked through a telecommunications network that enables us to electronically access project data and drawings at any location. This capability allows fast and efficient transfer of information, as well as the effective utilization of resources no matter where they may be located within the organization.

Client#: 588801 FUSSONEI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/03/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Ins. Services of CT, Inc. 530 Preston Avenue Meriden, CT 06450 203 634-5700	PHONE (A/C, No, Ext): 203 634-5700	FAX (A/C, No): 2036345701
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	INSURER A : Hartford Fire Insurance Co	19682
	INSURER B : Hartford Casualty Insurance Com	29424
	INSURER C : Twin City Fire Insurance Compan	29459
	INSURER D : Lexington Insurance Company	19437
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			31UUNBT5743	09/17/2010	09/17/2011	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY			02UUNZS6661	09/17/2010	09/17/2011	DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			31UENBW3089	09/17/2010	09/17/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO			31MCPAB3853	09/17/2010	09/17/2011	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
B	UMBRELLA LIAB X OCCUR			31XHUDI8187	09/17/2010	09/17/2011	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			31WELB7393	09/17/2010	09/17/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
D	Professional & Environmental			21456801	09/17/2010	09/17/2011	$5,000,000 annual aggr $300,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name **
Fuss & O'Neill, Inc.
See Attached Descriptions)

CERTIFICATE HOLDER

Sample Certificate

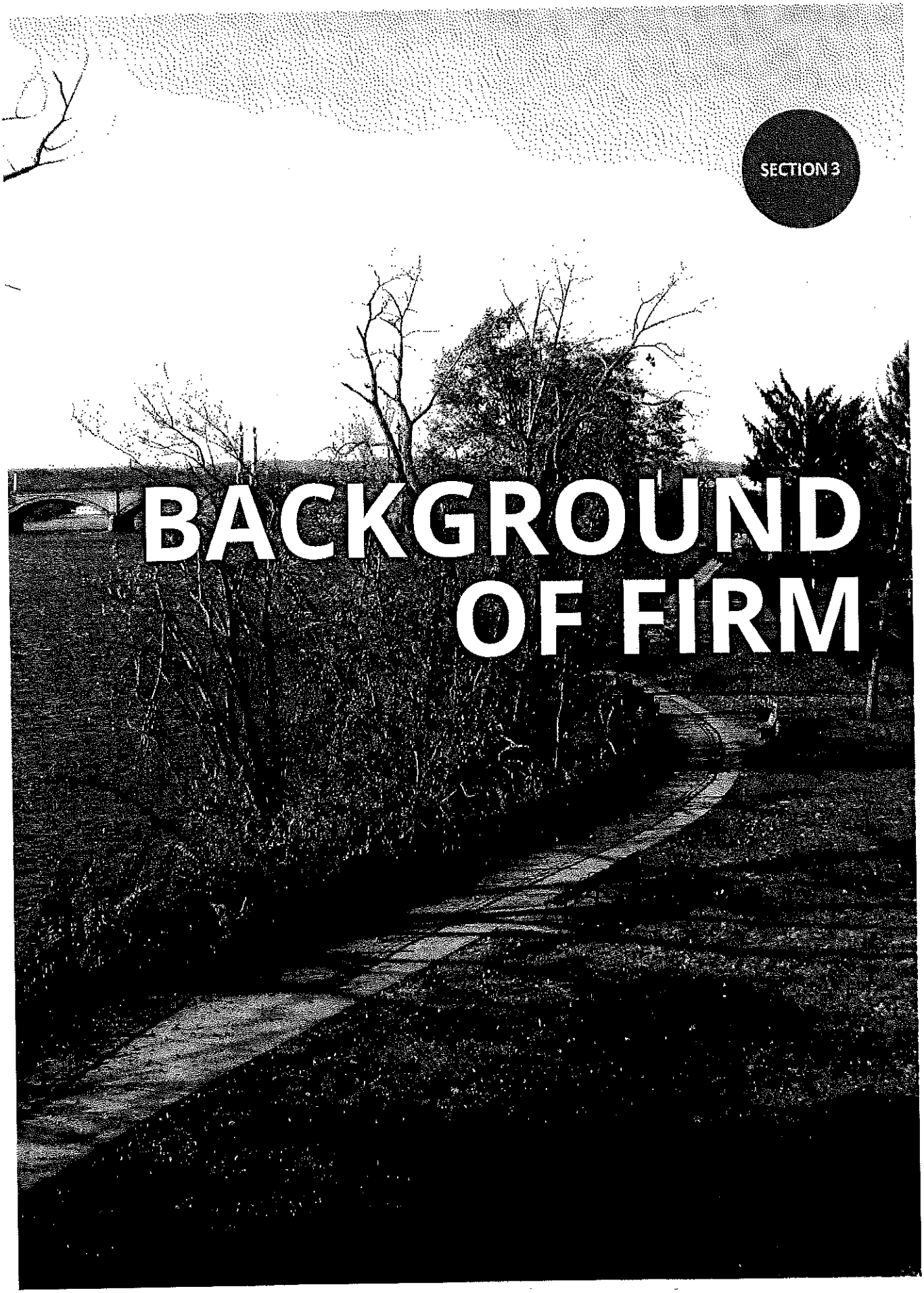
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John J. Ulrich

SECTION 3



BACKGROUND OF FIRM

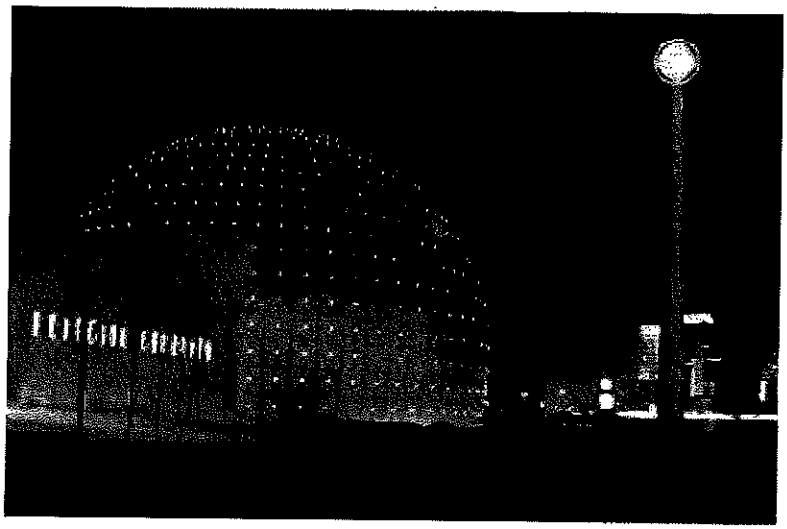
Section 3 – Background of Firm

Corporate Overview

With over 260 employees and multiple offices in Massachusetts, Connecticut, Rhode Island, and South Carolina, Fuss & O'Neill has been serving both the public and private sectors for over 90 years. We are widely recognized as one of the most respected engineering and environmental consulting firms in the Northeast and are consistently named among *Engineering News Record's* top 500 design firms in the country.

Our service offerings include:

- Civil & Structural Engineering
- Construction Management
- Community Outreach
- Design Build
- Energy Solutions
- Environmental Sciences & Engineering
- Hazardous Materials Assessment & Abatement
- Landscape Architecture
- Land Surveying
- Master Planning
- Mechanical, Electrical & Plumbing
- Permitting
- Roadway Design
- Stormwater Management
- Traffic & Transportation Engineering
- Water & Wastewater Engineering
- Wetland & Ecological Services



Naismith Memorial Basketball Hall of Fame Parking Study, Springfield, MA

We performed a multi-phase evaluation of parking demand and developed a parking management strategy to maintain mobility and access to serve the short and long-term planning goals of the riverfront development.

A strength we bring to our projects is our ability to provide expertise for a wide range of disciplines while thoroughly understanding local conditions and applicable regulatory issues.

We place great emphasis on collaboration, both within the company and with our clients, and focus on providing clear communication, responsive service, and innovative solutions that maximize value and best address our clients' long-term needs. Commitment to quality and responsibility is a Fuss & O'Neill trademark, which is demonstrated by the fact that more than 75 percent of our work comes from repeat business from existing and past clients.

FUSS & O'NEILL, INC.
Officers and Directors
July 1, 2015 through June 30, 2016

Name	Title	Where Registered	Current Professional Standing
Peter H. Grose	CEO, President, Director	MA, CT, NY	PE
Kevin J. Grigg	Chief Operating Officer, Director	N/A	PE
Kevin K. Chase	Vice President, CFO, Secretary	N/A	N/A
Dean E. Audet	Senior Vice President, Director	MA, CT, RI, SC	PE
Ted J. DeSantos	Senior Vice President, Director	MA, CT, RI	PE, PTOE
Timothy J. St. Germain	Senior Vice President, Director	MA, CT, NC	PE
Andrew R. Zlotnick	Senior Vice President, Director	CT	LEP, LEED AP
Christopher J. Ecsedy	Senior Vice President, Director	CT	PE, LEP
John B. Hankins	Senior Vice President	CT	LEP, CPG
Virgil J. Lloyd	Senior Vice President	MA, CT, NH, ME	PE
John A. Chambers	Senior Vice President, Director	MA, NH	PG, LSP
J. Michael Callahan	Vice President	MA, CT, RI	PE
Robert M. Danielson	Vice President	CT	LEP, CPG
Eric P. Epner	Vice President	MA, CT, NY, SC, VA, VT	PE
Christopher J. Ferrero	Vice President	MA, SC	RLA, AICP, CNU
David F. Hurley	Vice President	CT, NH	LEP, PG
David R. Jackson	Vice President	MA	PE
Phillip W. Moreschi	Vice President	MA, CT, RI, NY	PE, CFM
Craig M. Lapinski	Vice President	CT, NY	PE, LEED AP
Erik V. Mas	Vice President	MA	PE
Eric M. Bernardin	Vice President	MA, CT, VT	PE, LEED AP
Kevin Sullivan	Vice President	ME, NY, PA	PE, LEED AP
Phil E. Forzley	Vice President	MA, CT	PE, LEED AP
Kurt A. Mailman	Vice President	MA, CT	PE

On-call contract experience within the last 5 years in New England

Summary of On-Call Project Experience	Master Planning, Reports, & Studies	Civil Design & Contract Documents	Construction Support	Roadway Drainage & Sewer Design	Survey	Geotechnical	Environmental	Permitting	Structural	Community Outreach & Public Relations	Landscape Architecture
Massachusetts											
Holyoke	•	•	•	•	•	•	•	•	•	•	
Holyoke Gas & Electric	•	•	•	•	•	•	•	•	•	•	•
West Springfield	•	•	•	•	•			•		•	•
Springfield	•	•		•	•			•		•	•
Pittsfield	•	•	•	•	•			•	•	•	•
Somerset								•		•	
Carver			•					•		•	
Swansea			•					•		•	
Eversource Energy, Wester	•	•	•		•	•	•	•	•	•	
Massachusetts Port Authority		•	•				•			•	
MA Division of Ecological Restoration			•				•			•	
OSD State-Wide Environmental							•	•			
MassDOT							•	•			
MA Department of Conservation &							•	•			
Cape Code Conservation District		•					•			•	
Southborough	•	•	•					•		•	•
Gardner	•	•	•	•	•			•		•	•
University of Massachusetts	•	•	•	•	•	•	•	•	•	•	•
South Hadley	•	•		•	•			•		•	
Framingham	•		•				•	•			•
Belchertown	•	•	•	•			•	•			
Belmont Municipal Light	•				•		•	•	•		•
Department of Fish & Game	•		•	•			•	•	•		
MassDevelopment	•						•	•			
DCAM							•				
Connecticut											
New Britain	•	•			•	•	•	•		•	
Hartford	•	•	•	•	•	•	•	•	•	•	•
Greenwich	•	•	•	•	•		•	•		•	
Bridgeport	•	•	•				•	•	•	•	•
CTDCS, Environmental & Civil,	•	•	•	•	•		•	•		•	•
Connecticut Department of	•	•		•			•	•	•	•	•
Coventry DPW Facility	•	•	•		•	•	•	•		•	
Enfield Traffic, Roadway, Inspection	•	•	•	•				•		•	
Bolton Lakes Sewer Extension	•	•	•	•	•	•	•	•	•	•	
Rhode Island											
Providence	•	•	•		•		•	•	•		
Cranston	•	•					•	•			
RIDEM		•					•	•			

Roadway Infrastructure Design

Through our work on numerous projects for MASSDOT and CTDOT, our transportation engineers are well versed in the roadway geometry, drainage, traffic signal design, traffic calming, and context sensitive design techniques from the initial preliminary engineering design stages through the construction support phase. Our highway designers have handled assignments from the largest interstate highway improvements to small local road and intersection geometry. **Many of our engineers have design and field inspection experience with the construction of municipal infrastructure projects, as well as projects funded by various state programs which allows us to quickly adapt to the specific project needs of the Town.**

South Street – U.S. Route 7 Improvements, Pittsfield, MA
Fuss & O'Neill developed improvements that considered the concerns of the local residents, regional traffic needs, and MASSDOT design standards.

We have worked with MASSDOT and Massachusetts municipalities for decades and have an excellent knowledge of the State conventions for roadway design. Some examples of Massachusetts roadway reconstruction projects include South Street in Pittsfield, Tyringham Road reconstruction in Lee, Chesterfield Road and Sugarhill Road in Chesterfield, and intersection improvements and street reconstruction of Faculty Street and Springfield Street in Wilbraham. **We have also designed and constructed pedestrian safety (sidewalks, crosswalks, and signals) and bike lane improvements on streets in Northampton and Southbridge.**

Traffic and Transportation Services

Fuss & O'Neill has developed a reputation as transportation and traffic experts in Southern New England through its decades of experience providing a wide range of transportation, land development, and planning expertise that is critical in supporting major transportation design projects. Our transportation planning assignments have resulted in comprehensive, long-term plans to promote economic revitalization, improve aesthetics, restore the connection to community, and create transportation systems that are effective and sensitive to environmental and community concerns. We work together with stakeholders to achieve an understanding of the community vision for a transportation system and to implement real improvements in coordination with available funding.

Recent Traffic and Roadway Engineering Projects

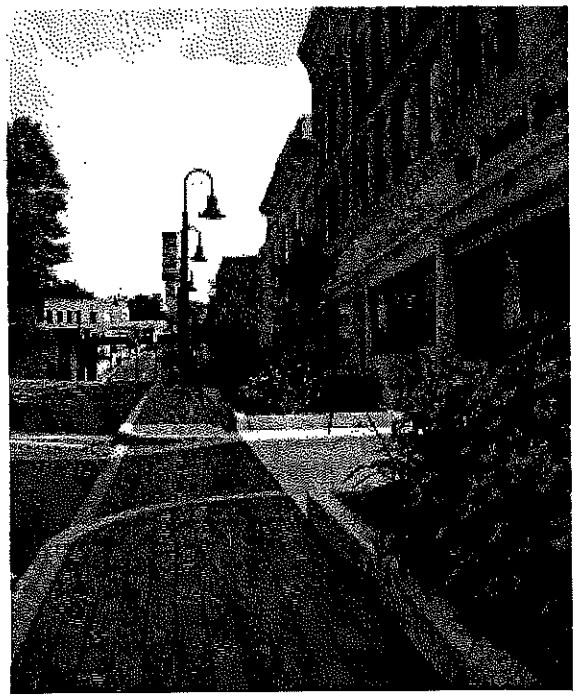
Project	Traffic Signal Design	Transportation Planning	Highway Design	Cost Estimation	Parking	Public Outreach	Pedestrian Facilities	Environmental Permitting	Complete Streets
Onota Street/West Union Street Signal Pittsfield, MA	•		•	•			•		
Westfield Rd/Homestead Avenue Cherry Street/Hillside Avenue Holyoke, MA	•		•	•		•	•	•	
North Street/Upper Wahconah Street/Crane Avenue, Pittsfield, MA	•		•	•			•	•	
Roadway Reconstruction Including Signals on a Section of Boston Road, Springfield, MA	•	•	•	•		•	•	•	
Reconstruction of Faculty Street and Springfield Street, Wilbraham, MA	•	•		•		•	•	•	
Easthampton Road/Jarvis Avenue Traffic Signal, Holyoke, MA	•			•			•	•	
Main Street/Amity Street/N Pleasant Street Intersection, Amherst, MA	•		•	•	•	•	•		•
Reconstruction of Main Street (Route 7) Great Barrington, MA	•	•	•	•	•	•	•	•	•
Broadway Traffic Signals Upgrades Chicopee, MA	•		•	•		•	•		•
Park Square Traffic Improvements Pittsfield, MA	•		•	•		•	•		
North Street Streetscape Improvements Pittsfield, MA	•	•	•	•	•	•	•		•
Route 131 Corridor Improvements Southbridge, MA	•	•	•	•	•	•	•	•	
Intersection Improvements & Traffic Signal Installation at North St / Lower Wahconah St, Pittsfield, MA	•	•	•	•		•	•		
West Street/Center Street Intersection Pittsfield, MA	•	•	•	•		•	•		
Multi-Use Path Construction (Red Stone Trail), East Longmeadow, MA		•	•	•		•	•	•	
Traffic Signal and Intersection Improvements at Center St / West Housatonic St (Route 20) Pittsfield, MA	•		•	•		•	•		•

Complete Streets

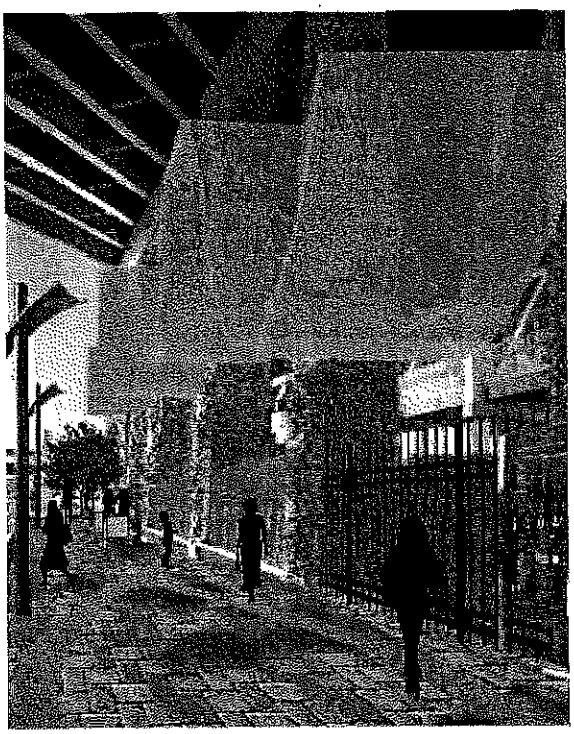
The concepts of connectivity, complete streets, and green infrastructure are integral parts of our design process. We focus on the needs of all users and creating a livable/walkable community which promotes economic development and accommodates traffic without sacrificing the character of the town. **Our methods for incorporating pedestrians and bicycles into existing street corridors, in combination with green infrastructure strategies, separate us from traditional firms.**

We have worked closely with a number of municipalities in New England to create functional sustainable designs. Projects include road diet, curb radii reductions, and green infrastructure applications. Bike accommodations range from sharrows to dedicated bike lanes and cycle track facilities. Streetscape treatments include special pavement and sidewalk treatments, ornamental lighting, streetscape amenities such as furniture and planters. Our designs include safety improvements, mid-block crosswalks, on-street parking, and traffic calming measures.

Our sidewalks/pedestrian access design experience ranges from spot upgrade and ADA compliance projects to new installations along existing roadways. We have designed sidewalks in a contextually-sensitive manner, with varied finishes and treatments to fit within the context of the surroundings. In addition to designing a number of greenway and multi-use paths throughout Southern New England, we held a liaison contract with CTDOT for over ten years because of our expertise with greenways, linear bike trails and rails-to-trails projects designed on streets, old rail beds, canal paths, over wetlands, crossing private property, etc.

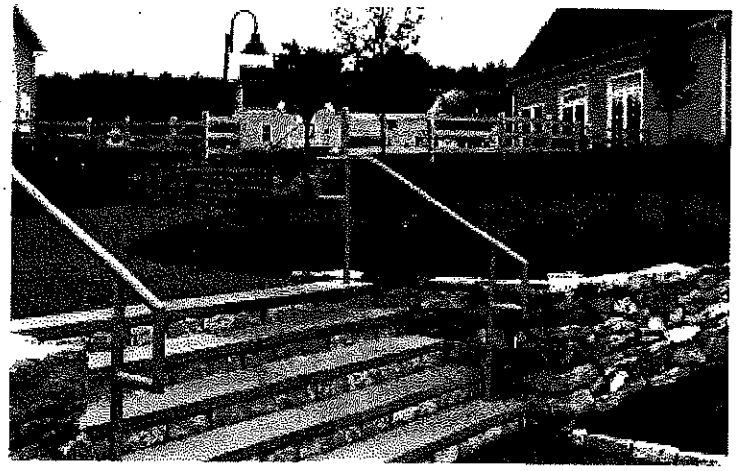


Bristol, CT Streetscape Improvements



Water Street Underpass, Bridgeport, CT

When we first initiate a project, we study the project site and surrounding area to observe how it fits into the community and how the community members interact with it. We listen to our client's vision for the area and probe for potential opportunities for improvement. We then develop a design that not only incorporates our client's objectives and is appropriate for the surroundings, but also results in creating a community asset they can enjoy and be proud of.



The Ranch Golf Club, Southwick, MA
We were instrumental in convincing the client to save and restore the original dairy barns on this site, which were transformed into the center piece of this high end golf course and serve as the facility's pro shop, office, restaurant and banquet facilities. We also provided all site design and landscape architectural detailing.

Structural/Bridge Design

As part of our structural engineering group, we provide bridge engineering services to municipalities, state agencies, architects, industrial, and private clients for vehicular, pedestrian, and railroad bridge projects. The scope of projects ranges from inspection and evaluation of existing structures to the design of bridge repairs, rehabilitations, replacements, and new structures. Utilizing a variety of construction materials, we pride ourselves in designing bridges, arches, and culverts that complement the surroundings while meeting the needs of our clients and community residents. We regularly incorporate staged construction techniques into our designs to maintain traffic during construction. We also perform type studies and load ratings and design temporary shorings and supports for construction activities.

Hadley Falls Dam Recreation Area Access Bridge, South Hadley, MA
We evaluated the existing access bridge in order to determine the feasibility of restoring the bridge for use as a pedestrian access bridge.

When we undertake a bridge engineering project, we work closely with our clients to understand their objectives and take into consideration appropriate construction materials and techniques for the specific project, as well as traffic management and public use issues. Because of our extensive experience in this field, we are able to develop innovative, cost-effective solutions that minimize visual and physical impacts to the surroundings and achieve project goals. Our experience includes repairs to concrete and steel bridge elements, rehabilitation of historic structures, single and multiple span bridges over

We also have extensive experience in MS4 Permit Compliance. Our experience ranges from assisting municipal clients cost-effectively comply with existing MS4 permits, to designing innovative stormwater controls, to addressing flooding and water quality challenges (e.g. first green street designs in New England), to developing stormwater management regulatory policy and design standards. We have developed dozens of stormwater management plans for municipalities throughout Southern New England and have assisted them with implementation of their MS4 programs, including developing training and public education programs, preparing new land development regulations, mapping storm drainage systems, conducting illicit discharge detection and elimination surveys, and annual reporting to USEPA and state agencies.

Streambank Restoration, West Springfield, MA
Provided civil and geotechnical engineering to repair embankment and stabilize slope

Recent Fuss & O'Neill Projects	Hydraulic Modeling	Hydrologic Modeling (e.g. TR20, HEC-HMS)	Survey
Crane Street over Three Mile River Norton, MA	√	√	√
Lake Ellis, Athol, MA	√	√	
Stiles Reservoir Rochdale, MA	√	√	
Willett Pond Dam Norwood, MA	√	√	
Providence Water Dams Scituate/Foster, RI	√	√	√
Upper Dam, Coventry, RI	√	√	√
Harris Pond Dam Coventry, RI	√		√
Natick Dam, Warwick, RI	√	√	√
Hanover Pond Dam Meriden, CT		√	√

alternatives, final plan selection and implementation, design, permitting, construction and post-construction services (including operation, management, and emergency action plans). This experience includes recreational, water supply, hydropower and flood control impoundments, as well as a complete range of dam and spillway improvements, repairs, embankments, low level outlets, and downstream channels.

Our evaluation and planning services focus on developing cost-effective solutions that meet our clients' needs, first and foremost. We provide design, permitting, and construction support for remedial measures to address identified deficiencies. Our experts perform evaluations to properly size and design hydraulic structures using accepted computer applications such as HEC-RAS, HEC HMS, and TR-20. We perform dam breach analyses, prepare flood inundation mapping and assess the relative impact of a dam failure on downstream areas. We also perform stone masonry, earth embankment, and concrete structure stability analyses. Our geotechnical engineers investigate embankment and foundation soil conditions to assess seepage potential and design improvements to address these issues and mitigate liquefaction potential in earth embankment dams.

Land Surveying Services

Fuss & O'Neill's versatile, experienced survey staff and the use of the latest land surveying technologies set us apart from our competition. Many members of our survey staff have the ability to complete a project from field to finish - meaning that he or she can perform the title or records research, collect the data in the field, process and calculate the field data, and prepare the final map.

UCONN Design & Survey Project, Storrs, CT
As part of an on-call contract for the University of Connecticut, we design tennis courts, a new connector street and established the GPC control for an aerial survey of the campus.

Our field crews operate out of fully equipped vans which contain electronic total stations and data collectors, as well as conventional survey instruments. GPS instrumentation is available for more complex survey needs. In difficult areas, our crews utilize a MetroTech utility locator and Ground Penetrating Radar to aid in the location of underground utilities. We use mapping grade GPS for collecting supplemental data such as wetland flagging, vegetation boundaries, soil borings, and monitoring well locations.

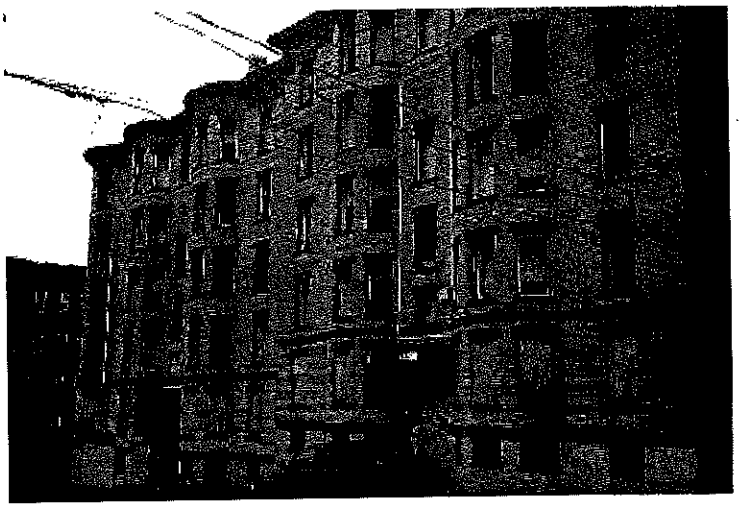
Land surveying services include aerial surveys, construction layout, environmental remediation and landfill surveys, environmental land use restriction plans, property/boundary & easement surveys, right-of-way and taking plans, topographic and utility surveys and wetland delineation location.

to our range of technical disciplines and dual roles as both design engineers and environmental impact specialists, Fuss & O'Neill has working relationships with a variety of other state and federal agencies that are typically involved in the preparation of MEPA and NEPA documents, including:

- Massachusetts Department of Environmental Protection
- Massachusetts Department of Transportation
- Massachusetts Department of Fish and Game
- Massachusetts Department of Conservation and Recreation (formerly DEM and MDC)
- Massachusetts Historical Commission
- Massachusetts Natural Heritage and Endangered Species Program
- U.S. Department of Transportation
- U.S. Fish and Wildlife Service

Brownfield Services

We have been providing brownfield services to municipalities, agencies, and developers for over 30 years. Our brownfields team is focused foremost on creating cost-effective solutions that result in effective redevelopment and reuse of the site, while satisfying regulatory requirements. We are proud of our reputation for quality and our strong relationships with various state agencies. Our in-depth knowledge of brownfield policies and funding programs enables us to obtain quick decisions from regulatory staff, as well as successfully implementing innovative uses of grant funding.



Pre-Demolition Assessments, Holyoke, MA
In order to redevelop and revitalize the downtown area of Holyoke, we performed pre-demolition hazardous material surveys at over 60 abandoned commercial and residential properties.

USEPA Brownfield Programs: We have been conducting environmental site assessments under USEPA's Brownfield Program since the late 1990s and provide consulting services to numerous recipients of USEPA Brownfield Assessment, Cleanup, and Revolving Loan Fund Grants. We prepare quarterly reports, WBE/DBE expenditures, property profiles, and eligibility forms. We manage the review process with local and state officials, architects, developers, and remediation contractors and provide assistance to communities regarding funding and presentations to various stakeholders. Our services focus on facilitating redevelopment and include Phase I/II/III environmental site assessments; USEPA QAPPs and health & safety plans; remedial action plans; and pre-demolition surveys including lead, asbestos, and building materials. We conduct assessments on single parcels and large manufacturing complexes that include metal plating operations, textile manufacturing, oil storage facilities, and historic industrial and residential properties. We evaluate alternative remedial compliance criteria and design innovative options to facilitate redevelopment while significantly reducing costs.

Our comprehensive suite of services includes environmental compliance support such as the construction compliance monitoring to Eversource Energy to meet MassDEP permit conditions. Multiple overhead projects have been completed including replacement and upgrade of static shield wire on its transmission system with optical fiber composite overhead optical ground wire. We also assisted them at their Pittsfield and Lenox substations by helping the client comply with the Massachusetts Endangered Species Act requirements when replacing approximately 25 miles of fiber optic wire between the substations.

We utilize the expertise of our environmental group to assist owners with SPCC plans and NPDES permit compliance as well as staff training. We are thoroughly familiar with the full range of environmental permitting programs including federal, state and local permits. **We interface with USEPA, the Massachusetts Department of Environmental Protection (MassDEP) and the U.S. Army Corps of Engineers (USACE) regularly, and have established long-term, professional relationships with many of the key staff at each agency.**

We have also provided on-call consulting services to the Natural Resources Conservation Service (NRCS) for water resources and wetland restoration projects in Massachusetts and Rhode Island. Our assistance ranged from studies and conceptual planning, design through permitting assistance and negotiations with state and federal permitting agencies, as well as preparation of bidding/contract documents and construction oversight. **An example project in Massachusetts included the Deerfield River Streambank Stabilization project in Deerfield, MA.** Design drawings incorporating a number of bioengineering techniques were prepared on a fast track basis to allow permitting materials to be submitted within one month of beginning our involvement.

Recent Wetland and Ecological Experience	Wetland Delineation	Ecological/ Wetland Assessment	Wetland Permitting	Ecological Risk Assessment
Dyno-Nobel Inc., Ludlow, MA		•		•
Blackstone River, Dam Removal Feasibility Study, Millbury, MA		•		•
Blackstone Heritage Park Canal Restoration, Uxbridge, MA	•	•	•	
Niskayuna Lake Dam Repair, Becket, MA	•	•	•	
Otter & Cranberry Pond Dams Repair, Tolland, MA	•	•	•	
Resorts USA Dam Restoration, Sturbridge, MA	•	•	•	
Hartford Flood Control System, Hartford, CT	•	•	•	
Providence Water Supply Board, Scituate, RI	•	•		•
Ninigret Salt Marsh Restoration, Charlestown, RI	•	•	•	
Lower Shannock Falls Dam Removal, Richmond, RI		•	•	
Kenyon Mill Dam Fish Passage, Charlestown, RI		•	•	
White Rock Dam Removal, Westerly, RI		•	•	

Specific capabilities include:

Asbestos
We provide consulting and management services for institutional and government facilities, as well as residential buildings. Services include inspection, management plans, abatement specifications, and project monitoring.

We have conducted over 11,000 asbestos building surveys and designed and monitored over $800 million worth of abatement activities.

Lead-Based Paint
We are one of the largest lead-based paint testing firms in the Northeast. In addition to the hazardous material element of the abatement process, our team includes architectural design capabilities for specifying replacement components.

We have tested over 40,000 housing units and designed over $75 million of lead-based paint abatement activities.

PCBs
We provide testing where appropriate and help identify planning and remediation requirements to remediate PCBs. We also conduct inventory of potential BCP containing light ballasts and transformer equipment.

We have significant experience in testing and planning for the removal of building materials containing PCBs.

Indoor Air Quality
Our staff is credentialed in aspects of indoor air quality testing (including radon and mold), and includes certified industrial hygienists, to address varied challenges. We provide a detailed report of survey with effective recommendations for remediation as necessary.

We use state-of-the-art equipment such as moisture metering and fiber-optic scoping to ensure a thorough examination is conducted.

Industrial Hygiene
We provide hazard identification procedures and develop protocols to evaluate chemical substances. We also evaluate physical agents such as noise, heat, lighting, and various types of radiation which have the potential to harm employees and provide routine monitoring to assess employee exposure risks.

We have extensive experience in evaluating chemical and physical hazards affecting the worker and the community.

Mercury
We have access to real time metering for rapid assessment of the extent of contamination and can provide 24-hour service. We also conduct inventory of potential Mercury containing devices and equipment as well as fluorescent lamps and thermometers.

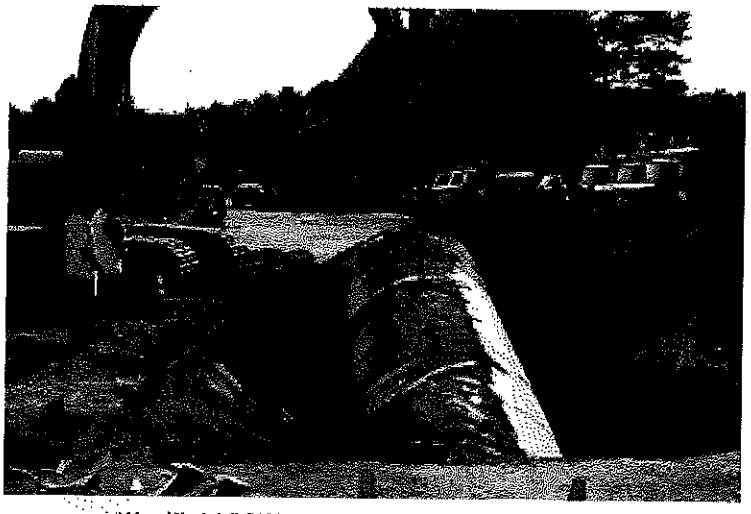
We are equipped to respond to spills and other issues involving Mercury.

Remediation Planning & Remedial Action

We design site remediation to facilitate property reuse goals and have a track record of obtaining approvals for creative solutions due to strong working relationships with regulators. Remediation requirements can be complex; however we look for opportunities to apply creative use of the standards and engineering to decrease the costs of remediation. We integrate remedial alternatives into the site design so that the infrastructure serves as a component of remediation whenever plausible.

Underground Storage Tank Services

Fuss & O'Neill has assessed, remediated, and closed hundreds of USTs in Southern New England for both the public and private sectors. We assist our clients to maintain compliance with state and federal UST regulations through such services as compliance auditing, engineering and design/build for tank removal and replacement, construction and installation oversight, and state and local permit coordination, as well as site assessment and remediation services. Our site assessment and remediation services include soil and groundwater UST system closure sampling, closure reporting and registration updates, Geoprobe drilling services, soil and groundwater investigation and remediation.



Westfield DPW Yard Response, Westfield, MA

We performed an Immediate Response Action which included discontinuing the use of the gasoline UST and the transfer of the remaining gasoline, removing impaired UST and petroleum impacted soil, as well as on-site monitoring and testing during construction.

Under two separate contracts – Hazardous Material Assessment and Dumping Ground Closure - we have been providing engineering support to MassHighway for its facilities in the western four counties of the Commonwealth since 1999. Through the Hazardous Materials Assessment contract, we prepared multiple Opinions under 310 CMR 40.0000, including a Phase IV Remedy Implementation Plan and a Class Response Action Outcome Statement at an underground storage tank site in Northampton.

We assist clients in maintaining site operations consistent with best landfill management practices in conformance with regulatory requirements. We prepare operations and filling sequence plans; conduct analyses of the remaining capacity at landfills in order to project remaining site life; and design a variety of solutions to control gas migration including active and passive gas vent systems, gas vent trenches and barriers for utility conduits.

Transfer Station, Berlin, CT
We provided comprehensive engineering and permitting services to support the redevelopment of a historic brownfield site into a state-of-the-art recycling center and transfer station.

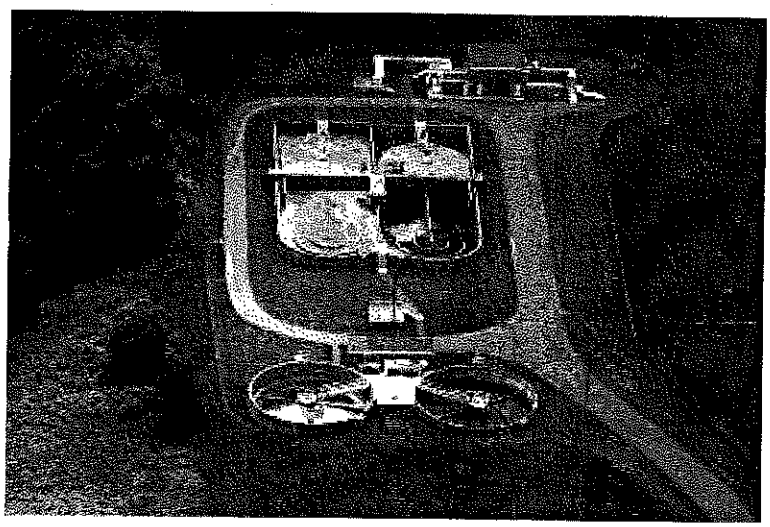
We provide routine environmental field services for monitoring groundwater, surface water, stormwater, and landfill gas quality at numerous landfills each year. We evaluate the data to determine impacts, and frequently are able to help our clients gain approval from regulatory agencies to streamline monitoring program requirements.

State-of-the-art capping system-CRRA Hartford Landfill

We have extensive experience in landfill closures including the development of closure plans, closure construction assistance and post-closure reuse. For example, Fuss & O'Neill was retained by the CRRA to design a closure plan for the 80-acre Hartford Landfill and provide construction administration services. The closure design included the installation of a system of side-slope surface water diversion ditches and down chutes over a geomembrane liner. A system of panel pipes and drainage sand were used to enhance long term slope stability and minimize the cost for closure. We have also worked with a number of our clients to develop comprehensive post-closure use plans.

Wastewater Management Services

Fuss & O'Neill provides planning, design, and construction services for wastewater solutions ranging from decentralized management to conventional collection and treatment systems for municipal, industrial, and food service facilities. Our collection system services include gravity and low pressure sewer design, I/I evaluations, and pump station evaluations and upgrades. We design treatment plant upgrades to provide better energy efficiency, nutrient removal, and capacity expansion. What separates us from our competition are our in-house capabilities, as well as our unique services such as reliability centered maintenance and green solutions, systems evaluation and design, odor control, environmental compliance, construction support, CMMS, and landfill closure assistance services.



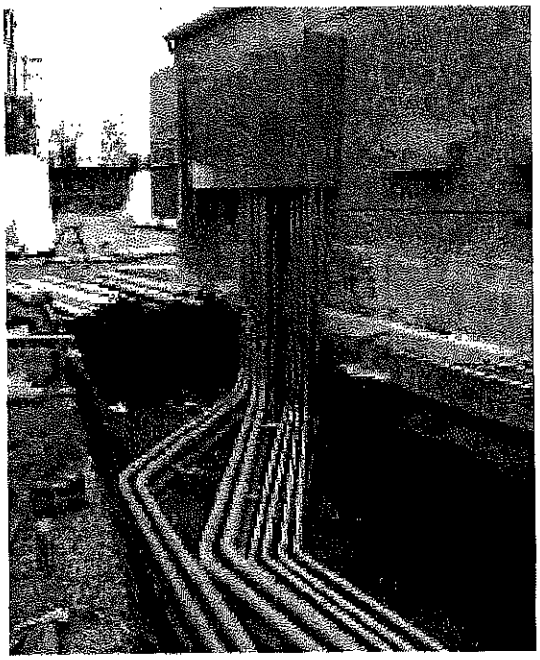
Newtown Water Pollution Control Facility, Newtown, CT
Provided design and construction administration for $31 million sewer system with over 20 miles of sewers; developed SCADA system.

Our expertise in the design and construction of wastewater treatment systems is complemented by our expertise for developing a comprehensive asset management program, which includes the evaluation of equipment at an early stage where most of the life-cycle costs are determined, identification of the most appropriate methods for preventive and/or predictive maintenance, and training services.

We also have expertise in the major treatment plant modeling packages and software programs. Our dedicated Instrumentation, Controls and SCADA System practice team has in-depth experience in all phases of wastewater treatment plant upgrade projects, from preliminary design to producing contract documents, to factory/field acceptance testing of instrumentation and control/SCADA systems, to startup and optimization of pump stations and treatment processes. This experience enables us to focus on our clients' needs while providing cost-effective systems that are customized to the specific monitoring and control requirements of their treatment plants and collection systems.

Construction Administration

Fuss & O'Neill has been providing construction administration services for state, municipal and private projects for decades. Our inspection staff holds NICET IV certification and has extensive municipal experience. Projects include all aspects of highway and site construction including parking, bridges, storm drainage, dams, flood control, sanitary sewer systems, pumping facilities, water main systems and other utilities. We also have extensive experience providing these services on environmental projects with expertise in liner systems, remediation, and environmental systems. Our staff is complimented by in-house engineering, survey and environmental professionals who provide the knowledge and experience to address any issues that arise during construction.



Riverside Station Data Container Center, Holyoke, MA

We also provide bidding and construction support services, typically consisting of responding to contractor questions, reviewing bids and providing recommendations, shop drawing review and site visits to observe construction progress and address unforeseen field conditions.

We provide construction representation which includes full or part time project inspection, attendance at meetings and erosion and sediment control inspections. We review and respond to contractor submittals, requests for information, quality control field test reports, and payment requests. We also develop design modifications; review proposal requests and change orders; prepare contract close-out information and review/assemble record drawings.

We maintain separate tracking systems for each aspect of construction. This ensures timely and accurate responses to the municipality and contractor and helps keep the project on schedule and within budget.

Architectural & Geotechnical Services

We collaborate on a regular basis with a number of local, well-respected architectural and geotechnical professionals who are considered among the best in Massachusetts. Our in-house geotechnical staff provides geotechnical services on routine projects. We subcontract geotechnical drilling and soil testing services; however, we use our own Geoprobe rig for direct push subsurface investigations.

Community Outreach

All of our projects require client engagement at various levels, and oftentimes community outreach on behalf of our clients. Our professionals are skilled facilitators and sensitive to our clients' concerns. We focus on clear communication and collaboration throughout the project and have extensive experience in scheduling meetings, preparing presentations, meeting agendas, and reports, as well as making presentations that facilitate understanding and consensus. We also have extensive experience organizing and facilitating charrettes, workshops, or alternatively playing the lead technical contributor in workshops. We often provide high-end graphic presentations at community meetings and fact sheets for distribution.

Retreat at Amherst, Amherst, MA
We served as the Planning Board's engineering representative and consultant, which included attendance at regular Planning Board hearings and special meetings, providing advice on adequate access, safety and convenience of travel, efficient use of land, environmental impacts, etc. for a 175-unit student housing project on 123 lots called The Retreat.

We have participated in numerous stakeholder meetings, public information meetings, and Planning and Zoning meetings for corridor planning studies, parking studies, traffic calming projects, and land use applications for private development projects. We excel at collaboration between private business and public agencies. We understand the importance of sharing study objectives with the public, soliciting valuable input on their concerns, and building consensus in order to develop preferred alternatives.

Our professionals live and work in the communities we serve. They care about these communities because they are their communities. They understand the local conditions and challenges these communities face and are personally vested in developing cost-effective, long-term solutions that add value to the community. Because of their keen understanding of the project-specific circumstances and ramifications to the community, they can easily identify key points that resonate with their audience. As a result of their knowledge and sincerity, they are very successful in obtaining public consensus.

Subconsultants

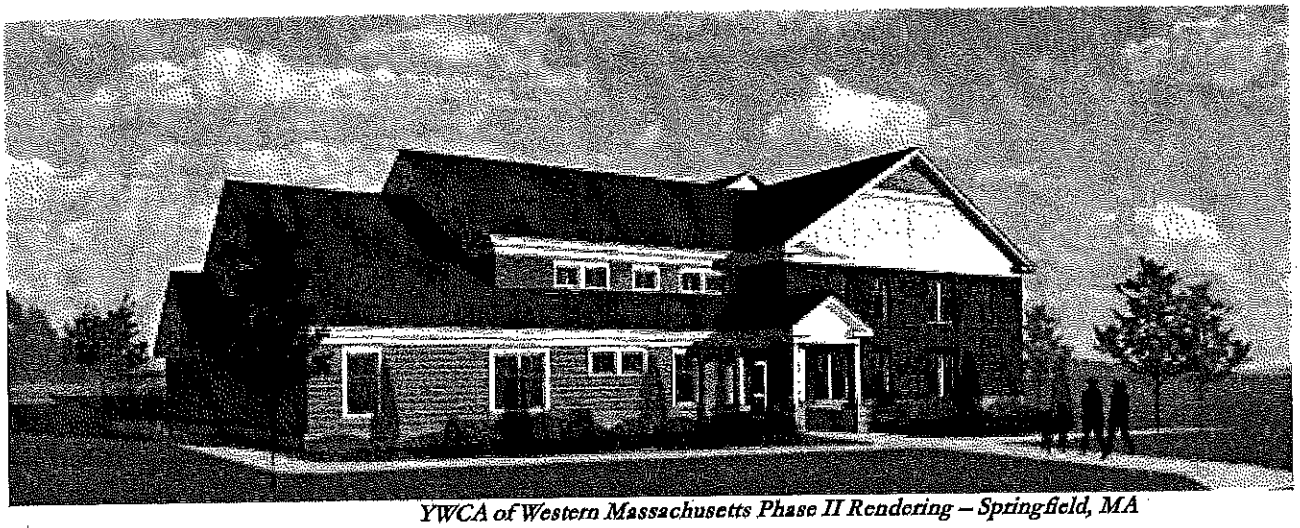
We will utilize the services of the following subconsultants as required. We have worked with them on other projects in the past and are confident in their ability to provide services for their area of expertise on this contract.

low-maintenance materials. Dietz & Company Architects has designed several green buildings; among them is the Springfield YWCA that is slated for LEED Silver.

The firm has LEED (Leadership in Energy and Environmental Design) accredited architects on staff that can champion your quest for energy and cost efficient buildings. LEED Professional Accreditation distinguishes building professionals with the knowledge and skills to successfully steward the LEED certification process. These professionals have demonstrated a thorough understanding of green building practices, principles and the LEED Rating System.

Green Buildings in Progress:
Springfield YWCA Phase II – Slated for LEED-H Silver certification
Easthampton Savings Bank – Agawam
Northampton Housing Authority DMR Housing
Worthington House Homeless Resource Center in Springfield

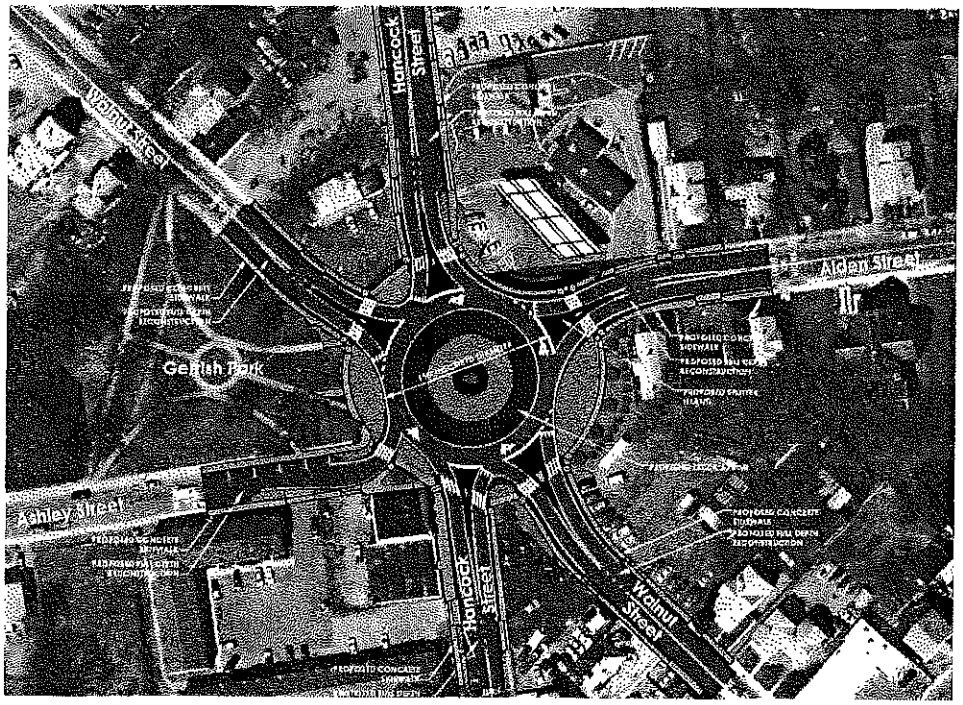
Green Buildings Completed:
Easthampton Savings Bank in Westfield
Square One Nursery in Holyoke
Churchill Neighborhood in Holyoke
Village Hill in Northampton
Ice Pond Drive Housing in Northampton
Orchard at Cold Spring Housing in Belchertown



YWCA of Western Massachusetts Phase II Rendering – Springfield, MA

Springfield Six Corners Roundabout

Springfield, MA



Fuss & O'Neill partnered with the City of Springfield to develop improvements for a prominent intersection of the Six Corners neighborhood in the heart of Springfield, MA.

The six-legged intersection was plagued with long delays, high accident rates and unsafe pedestrian accommodations. Fuss & O'Neill worked with the City to develop a sreies of potential roundabout design options for the intersection. The design balanced complex geometry challanges to meet the City's integrated goal of improved traffic circulation, improved safety, and creating a public space connecting the neighborhood. Fuss & O'Neill assisted with securing funding and delievered the design through a flexible, accelerated, and client-focused approach. Construction is expected to begin during the 2015 construction season.

Traffic Circulation Study

Great Barrington, MA

Fuss & O'Neill conducted a Traffic Circulation Study for the Downtown Great Barrington area. This study was prepared as part of the on-going transportation planning process in this Southwestern Massachusetts region.

Fuss & O'Neill performed traffic counts, analysis, and improvement recommendations for eight major intersections in this Route 7 corridor and developed and summarized the evaluation criteria for various improvement alternatives. We performed an evaluation of immediate, short range, and long range improvements, including traffic operations improvements, traffic diversion, adding new roadway capacity, transit improvements, and traffic management alternatives. Public information meetings were held throughout project development.

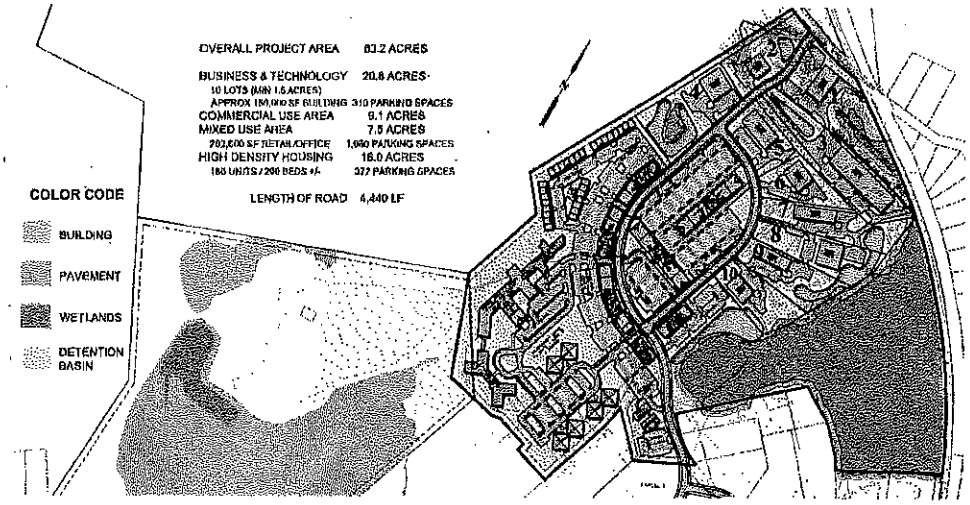
Special consideration were given to pedestrian crossing safety and access to downtown parking along with summer tourism and recreation traffic.

Travel demand management options were evaluated, including the impact of transit and shuttle bus alternatives.

Traffic Engineering

Belchertown State School Site Development Feasibility Assessment

Belchertown, MA



In 2008, an 83.2 acre portion of the former Belchertown State School campus was designated a 43D priority development site (PDS). The Belchertown State School was a state-run boarding school for developmentally disabled persons operating from 1922 until its ultimate closure in 1992.

As part of the PDS process, the Belchertown Economic Development & Industrial Corp. (EDIC) teamed with the Massachusetts Development Finance Agency (MassDevelopment) to facilitate the redevelopment of the site. In late 2008, MassDevelopment retained Fuss & O'Neill to identify and assess the development constraints of the property and to develop conceptual master plan alternatives for redevelopment. This assessment included review of: historical resources, applicable zoning and subdivision regulations, soils mapping, overall condition of existing utilities, and architectural review of campus buildings and structures.

Our team also performed an investigation of potential hazardous materials, verification and re-delineation of wetland resources on the BSS PDS site, market analysis, traffic generation analysis and review for the presence of priority habitat and threatened and endangered species.

Once the analysis was complete, the final phase of the project was to prepare a master plan outlining development options. Two concept plan options were selected to reflect the range of reasonable effective reuse options of the property. The conceptual development scenarios illustrated two distinct paths of redevelopment and the report further identified environmental constraints and impacts that may potentially result specifically from each scenario.

Site Planning & Engineering

Westfield DPW Yard Response Action Outcome

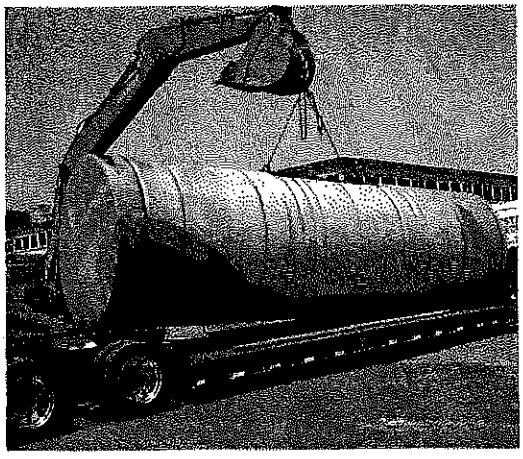
Westfield, MA

This site previously included two 10,000-gallon underground storage tanks (USTs) which were used for the storage of gasoline and diesel fuel. On-site gasoline UST was the subject of the threat of a release as notified to the MassDEP in early 2006.

Fuss & O'Neill performed an Immediate Response Action (IRA) as required by the MCP which included discontinuing the use of the gasoline UST and the transfer of the remaining gasoline, removing the impaired UST and petroleum impacted soil and on-site monitoring and testing during construction.

Following IRA activities, Fuss & O'Neill conducted Phase I environmental assessments including three monitoring wells that were installed at the DPW yard, and the collection of groundwater samples. Utilizing site environmental data, we conducted a Method 1 Risk Characterization per the requirements of 310 CMR 40.0900 of the MCP to assess the risk of harm to health, public welfare and the environment. Based on the Method 1 Risk Characterization, we concluded a condition of No Significant Risk of harm and that a Class B-1 Response Action Outcome (RAO) had been achieved for the disposal site. The finding were compiled into a report, certified by our Licensed Site Professional (LSP), and filed with the MassDEP.

Our team worked closely with DPW's contractor to coordinate the Underground Storage Tank removal schedule and on-going site activities at this active facility.



Site Assessment

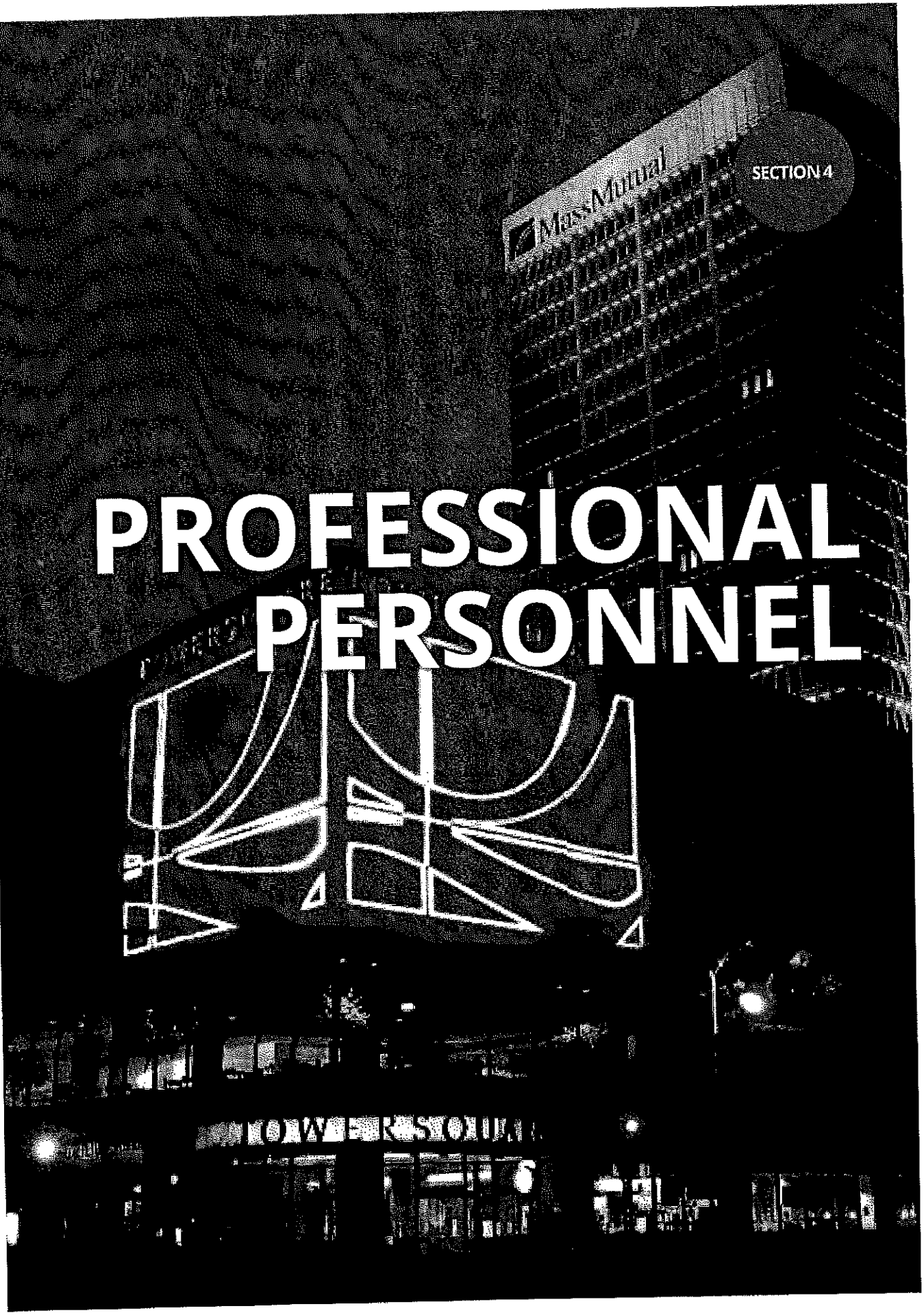
References

This section of our proposal provides a list of references for recent project work related to your request for proposals. We are proud of our track record of repeat business and successful projects and encourage you to contact our references if you have any questions.

Contact	Organization, Address & Phone	Projects
Mr. Thomas D. Shaw, PE Associate Director for Design & Construction	University of Massachusetts Facilities Planning Division 360 Campus Center Way 3rd Floor Physical Plant Building Amherst, MA 01003 413-545-6499 tdshaw@facil.umass.edu	• UMass On-Call Civil Engineering • Structural Testing Facility • Whitmore ADA Parking Final Design • Orchard Hill Standpipe
Mr. Paul S. Ducheney Superintendent of Hydro Operations	Holyoke Gas & Electric Department 99 Suffolk Street Holyoke, MA 01040 413-536-9340 x1 ducheney@hged.com	• Lower Riverside Park • Gatehouse Park Structural Repairs • Texon Mill Park • Riverside Station Culverts • Boatlock Station Bridge Repairs
Mr. Christopher Cignoli, PE DPW Director	City of Springfield – Department of Public Works 70 Tapley Street Springfield, MA 01104 413-750-2808 ccignoli@springfieldcityhall.com	• Six Corners Roundabout Design • Technical Review of Casino Proposals • HazMat Assessment at Brookings School
Mr. Bruce Collingwood Commissioner of Public Utilities	City of Pittsfield 70 Allen Street Pittsfield, MA 01201 413-499-9330 bcollingwood@pittsfieldch.com	• On-Call Traffic Services • South Street Reconstruction • Park Square Reconstruction • Wahconah Avenue
Ms. Jennifer Dymek Grants Administrator	City of Gardner 95 Pleasant Street Gardner, MA 01440 978-632-1900 x802 jdymek@gardner-ma.gov	• Reconstruction of Connors & Knowlton Street • Dam Inspection & Repair Recommendations

SECTION 4

PROFESSIONAL PERSONNEL



Eric M. Bernardin, PE, LEED AP
Vice President

Mr. Bernardin is a Vice President, and Regional Office Manager at the West Springfield office leading Fuss & O'Neill's Community Development team. Fascinated by the interaction between the built and natural environments around him, Mr. Bernardin is a LEED Accredited Professional who embraces sustainable and enduring site solutions. He excels at directing complicated design and permitting projects and has led project teams to complete roadway work, building additions and renovations, sanitary facilities designs, stormwater management, planning assessments for infrastructure improvements, and site development. Mr. Bernardin has completed designs for commercial and residential site developments as well as manufacturing, industrial, and educational facilities – including the University of Massachusetts. Primary examples of his design experience include:

Education
BS, Agricultural Engineering - 1985
University of Connecticut

Licenses & Registrations
LEED AP
Professional Engineer MA
Professional Engineer CT
Professional Engineer VT
Professional Engineer NY
LEED AP Building Design and Construction

Professional Affiliations
American Society of Civil Engineers

11 years with Fuss & O'Neill
30 years Professional Experience

ON-CALL CONTRACT MANAGEMENT

Mr. Bernardin manages several diverse on-call contracts, for Municipal, State and Federal Agencies. Primary examples of his design experience include:

Statewide Engineering Services-Massachusetts Department of Conservation and Recreations: Project Director for numerous engineering infrastructure improvement projects throughout Massachusetts. These projects include:

- Construction of Roads and Parking areas in Hawley State Forest,
- Catamount State Forest Access Road Improvements,
- Tolland State Forest Wastewater Discharge Permitting,
- Upper Road Reconstruction at Mount Everett State Reservation.

Civil/Site/Transportation Engineering On-Call –University of Massachusetts, Amherst, MA: Project Director for numerous engineering infrastructure improvement projects at the Amherst Campus. Projects include:

- Design and Permitting of Liquid Natural Gas Facility
- Design of the Structural Testing Facility
- Handicap Parking improvements for the Whitmore Administration
- A\E services for the design of the Structural Testing Facility
- Orchard Hill Water Tank Rehabilitation

National Park Service (Region 1 Northeast): Project director/manager for civil engineering projects including:

- **Parade Ground Improvements, Fort Stanwix National Monument, Rome, NY:** managed design services for the reconstruction of historic Parade Grounds at the Fort Stanwix National Monument in Rome, NY. The intent of the design was to accommodate the character of the original and historically reconstructed Fort Parade Grounds while increasing sustainability and drainage while minimizing maintenance.
- **Drainage Improvement Study, Springfield Armory Historic Site, Springfield, MA:** Project Director of Civil Engineering: managed design services for field investigations and assessment of existing conditions, recommending improvements along with cost estimating and prioritization of improvements to be implemented.

Stephen J. Savaria, PE
Senior Project Manager

Education
BS, Civil Engineering - 1979
Northeastern University

Licenses & Registrations
Professional Engineer MA

Professional Affiliations
Inst Transportation Engineers

20 years with Fuss & O'Neill
35 years Professional Experience

Mr. Savaria is a Senior Project Manager in the West Springfield office and has served in responsible charge for all aspects of the planning, permitting and design of transportation construction projects throughout New England. He has extensive experience in the analysis, design and specification of intersection geometrics, traffic signal system operation and equipment, signage and pavement markings, pedestrian facilities and accessibility compliance, and methods, measures, and techniques for the alleviation of congestion and the promotion of traffic safety. Mr. Savaria is an expert in the assessment of the transportation characteristics, requirements and impacts of private commercial, institutional, and residential development projects.

ON-CALL EXPERIENCE

Springfield, MA: DPW Engineering Services. Representative projects: MGM Springfield proposal and design reviews, Six Corners Intersection, Roosevelt Ave /Island Pond Road intersection.

UMass Amherst: Study and Design for Civil/Site/Transportation. House doctor civil design contract. First assignment: planning, siting and design of a new campus vehicle fueling facility.

Massachusetts Development Finance Agency: Permit Consulting Services. First assignment: Belchertown State School re-use master plan.

Pittsfield, MA: Transportation On-Call services. Multiple major transportation study and design projects City-wide.

West Springfield, MA: On-Call Engineering. Representative projects: Piper Road Speed Study, Virginia Avenue Reconstruction, Bridge Street Water Main, Lyncosky Drive Water Main, Hearthstone Village residential plan review, Beech Hill Condos residential plan review.

TRAFFIC AND TRANSPORTATION ENGINEERING

Springfield, MA: Signal & Intersection Improvements @ Roosevelt Avenue & Island Pond Road, Roosevelt Avenue & Alden Street. The improvements proposed as part of this project will address existing and future deficiencies associated with the increase in traffic volumes along this heavily traveled connector. Improvements within the study area include the realignment of Island Pond Road at Roosevelt Avenue, the inclusion of pedestrian and bicycle accommodations, and the addition of a new traffic signal and turn lanes at the intersection of Island Pond Road at Roosevelt Avenue. Wheelchair ramps will be reconstructed to meet current ADA/AAB standards.

Great Barrington, MA: Traffic Circulation Study & Reconstruction of Main Street (Route 7). Fuss & O'Neill has been actively working on

Daniel F. DeLany, PE
Project Manager

Mr. DeLany is a Project Manager with Fuss & O'Neill who has experience working on all facets of site planning and engineering. His background includes design and management of large multi-disciplinary civil engineering and site planning projects. Mr. DeLany has experience with services ranging from site layout and grading to utility and stormwater analysis and design. Mr. DeLany is experienced in local, state and federal regulatory and permitting processes including the Massachusetts Wetlands Protection Act, MEPA, and US Army Corps of Engineers permitting, and has designed and managed projects through all stages of regulatory review.

Education
BS, Civil Engineering - 2000
Rensselaer Polytechnic Institute

Licenses & Registrations
Professional Engineer CT
Professional Engineer MA

15 years with Fuss & O'Neill
15 years Professional Experience

LAND DEVELOPMENT

Dennison Lubricants, Worcester, MA – Project Manager for the 20,000SF expansion of the Dennison Lubricants storage and distribution center in Worcester, MA. The project included a significant building expansion which added 7 loading dock spaces and increased warehouse capacity to the facility. Site access and circulation was completely re-designed to allow for better circulation of trucks to the new loading areas, as well as existing loading and unloading points on the existing facility. The project was located within the riverfront area of the Blackstone River, requiring a filing under the Wetlands Protection Act, and design of a new site stormwater management system meeting the requirements of the Massachusetts Stormwater Handbook. The site was permitted through the City of Worcester Planning Department and Planning Board, and construction was completed in less than 6 months.

Southbridge, MA – Project Manager for the reconstruction of Chestnut Street in downtown Southbridge, MA. The project consisted of the reconstruction of the full length of Chestnut Street, a total of approximately 1800', including new curbing and sidewalks, repaving, utility relocation and replacements, drainage improvements, addition of street tress and streetscape features, and access improvements to adjacent driveways and businesses. The project also included the design of a small plaza at the terminus of Chestnut Street, which ends at the Southbridge Community Center. The project will be constructed in three phases, all funded through CDBG funding. Fuss & O'Neill will also provide construction administration services for both projects, including site representation and payment review and approval.

Gardner, MA – Project Manager for the reconstruction of Connors and Knowlton Streets in downtown Gardner, MA. The project consisted of the reconstruction of both streets, a total of approximately 1600', including new curbing and sidewalks, repaving, drainage improvements, and access improvements to adjacent driveways and businesses. The project was constructed in two phases, both funded through CDBG funding. Fuss & O'Neill also provided construction administration services for both projects, including site representation and payment review and approval.

Philip W. Moreschi, PE, CFM
Vice President

Education
BS, Civil Engineering - 1978
University of Connecticut

Licenses & Registrations
Professional Engineer NY
Professional Engineer CT
Professional Engineer RI
Professional Engineer MA

Professional Affiliations
Association of State Dam Safety Officials (Founding Board Member)
National Society of Professional Engineers
Association of State Floodplain Managers
American Society of Civil Engineers

23 years with Fuss & O'Neill
37 years Professional Experience

Mr. Moreschi is a Vice President who leads our Dam Safety and Flood Control Practice. Over his career he has been responsible for inspection, investigation, design of repairs, permitting and construction administration for a wide range of water resources projects including dam restoration, dam removal, lake dredging, watershed management, flood control, levee system accreditation, river restoration, stormwater quality and quantity management, environmental impact evaluations, petroleum services, and site design. He is relied upon by his clients to successfully identify and manage the solutions to their challenging technical problems. Following are examples of his experience related to your specific needs:

Massachusetts Department of Conservation & Recreation - Office of Dam Safety: Currently directing successive on-call contracts held for over 15 years providing services including dam rehabilitation, safety inspections, emergency inspections, Emergency Action Plans, Operation & Maintenance Plans, jurisdictional determinations and property ownership research. Over 600 dams have been inspected, 25 have been investigated in more detail and design of repairs and permitting for the reconstruction of numerous dams has been undertaken.

Holyoke Gas & Electric: FERC approved Independent Consultant for Part 12 D Inspections and Follow-On Dam Safety Engineering services including development of Owners Dam Safety Program, inspections, engineering investigations, designs and construction services for stone masonry & concrete dams, earthen embankments, gatehouses, canals, control structures and hydro generating facilities for this hydroelectric generating facility. Provide dam safety training to HG&E personnel.

Massachusetts Riverways Program Ecological Restoration Master Services Agreement: Project Director for preliminary engineering and construction documents for removal of 4 dams, contaminated sediment management and fish passage restoration on the Blackstone, North Branch of the Hoosic and Green Rivers. Coordinated amongst numerous project partners.

Hartford Levee Rehabilitation and Accreditation Projects, Hartford, CT: Directed the investigations, design, repairs, permitting, construction administration & FEMA Accreditation Certification of the Connecticut River Levee and Flood Wall System. Included joint probability interior drainage analyses with 7 miles of levees and flood walls, 2 miles of pressure conduits, 5 pump stations and 2 miles of auxiliary siphon conduit located over 100 feet beneath surface grade.

Naugatuck River Levee & Floodwall Investigation & Repair Project, Waterbury/Watertown, CT:
Directed the evaluation of current watershed flood potential 60 years after original system design and subsequent construction of watershed storage structures. Evaluated the effectiveness of upper watershed flood control

Stuart H. Harris, PE
Chief Structural Engineer

Mr. Harris is our Chief Structural Engineer. His responsibilities include project management, staff coordination, quality assurance/quality control, business development and client satisfaction. He has served as a project manager and structural engineer for a broad spectrum of structural design projects. His experience includes field investigations of existing structures, preparation of inspection reports, rating calculations, structure type studies, preliminary design plans, final design plans, specifications, quantity calculations and cost estimates for a wide variety of structural rehabilitation, alteration, replacement, demolition, temporary construction and new construction projects. The following highlights some of his experience related to your needs.

Tower Square Parking Garage Assessment, Springfield, MA: Project Director for development of a plan to prioritize areas of structural concern for repair in order to extend the useful life of the concrete garage structure.

Northeast Utilities Riverside Station Demolition, Holyoke, MA: Lead Structural Engineer for the preparation of plans for the demolition of a portion of an abandoned, contaminated and deteriorated brick masonry building along the Connecticut River. Work included evaluating and detailing modifications to remaining portions of the building and the design of a new overhead support structure for a relocated elevated steam pipe.

Holyoke Mall Parking Garage Assessment and Repairs, Holyoke, MA: Structural Discipline Leader for the emergency inspection of the two-level steel framed parking structure and the development of temporary shoring and permanent repairs. The entire project was performed as a Design-Build effort and included soliciting bids from contractors and managing the construction process.

Pittsfield, MA: City Bridge Inventory and Evaluation. Project Director for the identification and development of an inventory listing of 138 State, railroad and City bridges and culverts within the City limits and the inspection and evaluation of 99 City-owned bridges and culverts, including recommendations, cost estimates and priority listings for required repair, rehabilitation and replacement measures.

Hadley, MA: Rehabilitation of Route 9 Culvert. Lead Structural Engineer for design and preparation of contract documents for extending existing concrete box drainage culvert with a cast-in-place concrete box section to accommodate roadway widening, including modular concrete block retaining walls.

Southbridge, MA: Rehabilitation of River Avenue and Dresser Hill Road Bridges over the Quinnebaug River. Lead Structural Engineer responsible for the inspection, rating, type study and preparation of preliminary plans and shop drawing review for the replacement of two simple span bridge superstructures.

Education
BS, Civil Engineering - 1981
University of Connecticut
BA, Liberal Arts - 1981
Fairfield University

Licenses & Registrations
Professional Engineer CT
Professional Engineer NY
Professional Engineer NJ
Professional Engineer MA
Professional Engineer RI

Professional Affiliations
American Concrete Institute
American Society of Civil Engineers
Structural Engineers Coalition

16 years with Fuss & O'Neill
34 years Professional Experience

Keith A. Bowman, PE
Associate

Education
AS, Architecture Engineering - 1990
Wentworth Institute of Tech
BS, Civil Engineering - 1994
University of Connecticut
MBA, Business Administration - 2015
University of Connecticut

Licenses & Registrations
Professional Engineer CT

Professional Affiliations
Cons Institute

10 years with Fuss & O'Neill
22 years Professional Experience

Mr. Bowman manages our Structural Department. Through his career, he has been a valuable team member completing a wide range of structural engineering projects working with architects, other engineers and facility owners. These projects have included historic renovations, educational and public safety facilities, commercial buildings, peer reviews, and construction inspections. His principal strengths are his abilities to manage large, multi-disciplinary projects and work through complex structural problems to develop innovative and cost effective solutions.

Springfield, MA: Tower Square Parking Garage Assessment. Project Manager for the development of a plan to prioritize areas of structural concern for repair in order to extend the useful life of the concrete garage structure.

Holyoke, MA: Lead structural engineer for a structural condition assessment of the historic Parsons Paper Mill complex, consisting of a five story, 500,000 sq. ft. building constructed between the late 1800's and early 1900's. The project consisted of evaluating the condition of the buildings framing and foundations and develop repair recommendations for structurally deficient conditions.

Holyoke, MA: Holyoke Mall Parking Garage Assessment and Repairs. Project Manager for the emergency inspection of the two-level steel framed parking structure and the development of temporary shoring and permanent repairs. The entire project was performed as a Design-Build effort and included soliciting bids from contractors and managing the construction process.

Belchertown, MA: Fire Station Solar Array Feasibility Study. Project Manager and lead structural engineer for the review of the existing roof framing associated with the proposed installation of a solar array system. Responsibilities included an inspection and structural analysis of the existing framing to determine whether the framing could support the additional load associated with the proposed solar array system.

Montague, MA: Lead structural engineer for a structural condition assessment and Tier 1 Seismic Evaluation (in accordance with ASCE/SEI 31-03) of an existing mill complex consisting of nine buildings between one and six stories high. The entire complex is 248,000 sq. ft. and the oldest buildings were constructed in 1892 with additional buildings constructed throughout the early 1900's. The entire island where the mill is located has been listed on the National Register of Historic Places since 1982. As part of the structural assessment, we evaluated the fire damaged caused when on of the buildings caught fire and subsequently collapsed.

Christopher J Ferrero, RLA, AICP, CNU
Vice President

Mr. Ferrero brings to the firm over 27 years of experience in landscape architecture, planning, development consulting, permitting and construction administration. His expertise includes work in public and private sectors including overall project management, master planning, feasibility and program analysis, cost benefit analysis, multi-disciplinary project management, site design and technical documentation, construction administration and contract negotiation. Mr. Ferrero has planned, designed and managed a wide variety of project types in both the public and private sector including but not limited to parks and recreation, housing, urban spaces, revitalization and property repositioning services and mixed use environments.

Education
AS, Business Administration - 1978
Holyoke Community College
BS, Environmental Design - 1983
University of Massachusetts
MS, Landscape Architecture - 1986
University of Massachusetts

Licenses & Registrations
Landscape Architect SC
Landscape Architect MA
AICP

Professional Affiliations
Urban Land Institute
American Society of Landscape Architects
Congress for the New Urbanism - Accredited Member
American Planning Association

5 years with Fuss & O'Neill
29 years Professional Experience

LANDSCAPE ARCHITECTURE

South Hadley, MA: In a cooperative effort between Holyoke Gas & Electric Company and the Town of South Hadley, Massachusetts, Mr. Ferrero developed a master plan of substantial riverfront properties controlled by the utility company. The park's primary waterfront and historic features were preserved and highlighted in an educational park-like environment. Substantial environmental and ADA issues were resolved during this highly public workshop oriented process with the Town of South Hadley.

Ashland, MA: Landscape Architect\Project Director for the Ashland Senior and Community Center. Worked with the design team to develop a multi-use recreation field for the Senior Center and general community uses. This was an environmentally challenging site. Permitting for a unique sanitary disposal system was applied.

Windham, CT: Lead master planner for the Eastern Connecticut State University Landscape Master Planning project. This project involved a consolidation of years of campus planning and programming into a cohesive plan focused on the Campus' exterior spaces. Pedestrian and vehicular circulation, gathering and recreational spaces and nodes, site furnishings and landscape aesthetics were all analyzed. Recommendations were formatted into an area-by-area improvements guidebook upon which prioritized projects were identified and categorized throughout campus.

Simsbury, CT: Project manager for Simsbury Meadows, the Town's premier downtown recreation amenity. This multi-phase project includes soccer fields, band shell hosting over 10,000 guests, boundless playground, parking, streetscape improvements, and connections to the Town's rail trail system. This facility has been planned with the greatest of respect and sensitivity for the adjacent river flood plain and wildlife habitats.

Hartford, CT: Meadows Amphitheater project consisted of master plan through construction documents for a 23,000 person venue in downtown Hartford, Connecticut.

Ted J. DeSantos, PE, PTOE
Senior Vice President

Mr. DeSantos is a Principal at Fuss & O'Neill. His strength is in client service, communication and facilitating collaboration between public, private, and community stakeholders. Mr. DeSantos has a well-rounded skill set including transportation planning, pedestrian safety, complete streets, traffic impact, intelligent transportation, signal systems, and urban development projects. He has proven leadership ability in planning, design, permitting and construction of complex multi-disciplinary projects. His no-nonsense approach and career commitment to integrity in project implementation defines the shortest path to success and sets the stage for public and private success in getting a project done. The following highlights some of his experience related to your needs.

Amherst, MA: University of Massachusetts Gateway Corridor Plan. Mr. DeSantos was Project Manager for the preparation of a land use and transportation study which strengthened the Town-Gown relationships and set the stage for economic development success in the City of Amherst. The long term plan included extensive recommendations for local and regional transit, travel demand management, bicycle, and pedestrian accommodations.

Pittsfield, MA: Downtown Circulation, and Regional Mobility Study. Project manager for this extensive review of vehicular, pedestrian, bicyclist, transit and parking issues and their effect upon the revitalization of the downtown. An extensive public involvement process engaged public officials, residents, and business owners to identify and evaluate alternatives culminating in a comprehensive set of recommendations for the future.

Route 34 Expressway to Boulevard Conversion New Haven, CT: Project Manager working with the City of New Haven, and CTDOT, and Developer on $120 million site construction and roadway infrastructure to remove six highway lanes and two expressway ramps and develop the site with 500,000 square feet of laboratory, office and research building.

Stamford Urban Transitway, CT: Engineer of Record for roadway and traffic engineering design services for the $23 million Stamford Urban Transitway project in the City's South End. The new four lane roadway corridor will feature walkable connections to the adjacent neighborhoods, streetscape amenities, bus rapid transit, and Intelligent Transportation System (ITS) enhancements.

CTDOT On-Call Traffic Engineering: Engineer of Record for On-Call contract. Currently designing full equipment replacement traffic signals with an estimated construction value of over $1.5 M. Project addresses ten separate intersections in southwestern CT. Fuss and O'Neill has been assigned the upgrade of pedestrian control features at 62 locations in the Hartford area to include countdown pedestrian signals, APS and associated detectors. The $2M+ dollar project includes construction of curb ramps, blended transitions, sidewalk, pavement markings, and detector layouts.

Education
BS, Civil Engineering - 1994
University of Massachusetts-Da

Licenses & Registrations
Professional Engineer CT
NCEES
Professional Engineer MA
Professional Engineer RI
Professional Traffic Operations Engineer

Professional Affiliations
Inst Transportation Engineers
American Public Works Association
American Society of Civil Engineers
Congress for New Urbanism

18 years with Fuss & O'Neill
22 years Professional Experience

Erik V. Mas, PE
Vice President

Mr. Mas is a Vice President and manages the Natural Resources Department in Fuss & O'Neill's Infrastructure Practice Team. His principal areas of expertise include stormwater and watershed management, environmental impact assessment, and wetland and natural resource permitting. Mr. Mas has managed and served as the primary author of state and local stormwater design guidance manuals and regulations. He has also managed the preparation of watershed-based plans in Connecticut, Massachusetts, and New York and serves on the national Water Environment Federation (WEF) Non-point Sources Committee. In addition to his water resources expertise, Mr. Mas also leads Fuss & O'Neill's practice in environmental impact assessment and manages projects involving compliance with the National Environmental Policy Act (NEPA) and state environmental policy acts in the northeast.

Education
BS, Civil Engineering - 1992
Tufts University
MS, Civil Engineering - 1994
Princeton University

Licenses & Registrations
Professional Engineer MA

Professional Affiliations
American Society of Civil Engineers
Water Environment Federation
MA Assoc of Conservation Comm
New England Water Env Assoc

20 years with Fuss & O'Neill
22 years Professional Experience

MEPA

Biodiesel Manufacturing Facility ENF: Project manager for the preparation of an Environmental Notification Form (ENF) for a proposed biodiesel production facility and associated rail spur extension on an existing industrial site in Pittsfield and Dalton, Massachusetts. This project was one of the first large-scale biodiesel production facilities proposed in Massachusetts and included early coordination with the MEPA Office and the Massachusetts Department of Environmental Protection.

Hampshire Mall Expansion ENF/EIR:
Prepared an Environmental Notification Form (ENF) and Environmental Impact Report (EIR) for an approximately 200,000 square foot retail expansion at an existing mall in western Massachusetts. Key issues included potential traffic impacts, wetland impacts, conversion of agricultural lands, and consistency with local and regional land use planning.

Commercial Retail Development ENF/EIR: Project manager for the preparation of an Environmental Impact Report (EIR), including a Greenhouse Gas analysis, for a commercial retail development on approximately 120 acres of land located along Route 20 in Charlton, Massachusetts.

Southbridge Reservoir No. 5 Dam Repairs and Improvements ENF:
Prepared an Environmental Notification Form (ENF) to repair seepage at the toe of this "Significant" hazard classification dam in Southbridge, Massachusetts that was determined to be in "Poor" condition by removing wetlands, cutting trees and vegetation, and installing a filter blanket at the toe of the dam.

Hampden Country Club - Potable and Irrigation Water Expansion ENF: Prepared an Environmental Notification Form (ENF) for the expansion of water supplies to a 18-hole golf course and country club in Hampden, Massachusetts.

Kristine M. Baker, PE
Senior Project Engineer

Kristine Baker is an environmental engineer with a background in groundwater and surface water resources, forestry water quality management, and computer modeling. At Fuss & O'Neill, Kristine has developed HEC-RAS and SWMM models and worked with MODFLOW. She has prepared permit applications to comply with the Wetlands Protection Act, MassDEP Water Quality Certifications, Army Corps of Engineers General Permit, and NHESP consultation. Kristine contributes to environmental documentation in compliance with state and federal environmental policy acts, including the National Environmental Policy Act (NEPA), the Connecticut Environmental Policy Act (CEPA), and the Massachusetts Environmental Policy Act (MEPA).

Education
BS, Environmental Engineering - 2006
Humboldt State University
MS, Environmental Engineering - 2008
University of Massachusetts
Cert, Geographic Information Systems - 2010
Westfield State College

Licenses & Registrations
Professional Engineer CT
Professional Engineer MA

Professional Affiliations
Society of Women Engineers

7 years with Fuss & O'Neill
7 years Professional Experience

MEPA

Conway Community Swimming Pool (ENF): Prepared an Environmental Notification Form for repairs and improvements to the Conway Community Swimming Pool in Conway, Massachusetts. The project involved dredging over 3,000 c.y. of sediment from the pond and replacing the spillway and outlet dam structures as well as upgrades to the beach and recreation area within wetland resource areas.

Southbridge Reservoir No. 5 Dam Repairs and Improvements (ENF): Prepared an Environmental Notification Form to repair seepage at toe of "Significant" hazard classification dam in Southbridge, MA that was determined to be in "Poor" condition by removing wetlands, cutting trees and vegetation, and installing a filter blanket at the toe of the dam.

Hampden Country Club - Potable and Irrigation Water Expansion (ENF): Prepared an Environmental Notification Form for the expansion of water supplies to a 18-hole golf course and country club in Hampden, Massachusetts.

Tyringham Road Reconstruction Project (ENF): Prepared an Environmental Notification Form for improvements to the roadway and drainage on an approximately 1.85 mile section of Tyringham Road in Lee, Massachusetts.

Retail Center Environmental Impact Report (EIR): Participated in a Greenhouse Gas analysis and mesoscale emissions analysis for a commercial retail development on approximately 120 acres of land located along Route 20 in Charlton, Massachusetts.

NEPA

VA Boston Healthcare System, Brockton, MA: Project engineer for preparation of a NEPA Environmental Assessment for the construction of a Supply, Processing, and Distribution (SPD) Building Addition on the VA Boston Healthcare System, Brockton Campus.

John A. Chambers, PG, LSP
Senior Vice President

Mr. Chambers directs Fuss & O'Neill's Brownfield and Urban Redevelopment and Remediation Services team in Massachusetts and Rhode Island. That team is a multidisciplinary team of environmental assessment, remediation, and site design engineers and scientists specializing in productive property re-use, site design and environmental assessment and remediation. Through his career Mr. Chambers has completed a wide range of environmental assessment and remediation, water resource planning and development, and site redevelopment projects. Mr. Chambers also has an accomplished record in brownfield funding acquisition and redevelopment financing strategies. He has led many public outreach efforts and is a regionally recognized expert in environmental justice issues.

Education
BS, Geology - 1989
Tufts University
MS, Civil Engineering - 1996
Washington State University

Licenses & Registrations
Professional Geologist NH
Licensed Site Professional MA

Professional Affiliations
National Groundwater Assoc
Congress for New Urbanism
RI Env Justice Advisory Cmte
RI Society Environmental Prof
Licensed Site Prof Assoc

16 years with Fuss & O'Neill
26 years Professional Experience

Norfolk County Brownfields Assessment Program - MA: Provided environmental consulting, remediation planning, licensed site professional services, and redevelopment planning for multiple sites in Plainville, Wrentham, and Franklin under two USEPA assessment grants. Managed separate hazardous materials and petroleum grants for multiple communities to maximize value of both for county. Developed municipal inventories of potential brownfield sites, obtained access and eligibility for sites, and conducted assessment, assessment and redevelopment planning of sites in accordance with MADEP and USEPA regulations.

South Street Superfund Site Community Outreach - Walpole, MA: Directed aggressive community outreach program to develop community vision for re-use of former urban industrial site in Superfund program with USEPA. Conducted neighborhood surveys, public meetings, and charette-like focus groups on behalf of municipality. Based on community outreach data, environmental assessment data and the community vision developed conceptual development schemes that were feasible at the Superfund site to assist the responsible party in evaluating remedial alternatives for the site.

EPEC, Inc. - New Bedford, MA: Provided Licensed Site Professional (LSP) services to assess, remediate and close chlorinated solvent and metals releases at former circuit board manufacturer. Developed dynamic regulatory strategy to support changing property use. Provided initial assessment and implementation of active soil vapor extraction and air sparging remedial system while facility was operational and eventually closed release in 2006. Oversaw long-term, low cost regulatory strategy and collaborative remediation with on-site personnel. Proceeded with aggressive closure strategy in 2005 to facilitate marketing of site as fully remediated brownfield upon closure of release in 2006.

Infiltration System Modelling - Plainville, MA: Collected site specific and published hydrogeologic data necessary to model potential groundwater mounding and seepage impacts from a subsurface infiltration system at an office building development. Using model results, developed sizing and configuration details for design, of infiltration system.

Timothy J. St. Germain, PE
Senior Vice President

Mr. St. Germain is Senior Vice President in out West Springfield, Massachusetts office and has been a senior leader in our facilities and industrial engineering practices. Throughout his career, he has completed a wide range of engineering projects, working with multiple technical disciplines. These projects have included facilities engineering, industrial wastewater treatment, site assessment & remediation, solid waste and environmental permitting & compliance. His principal strength has been managing large and complex multi-disciplinary engineering and construction projects. The following highlights some of his experience related to your needs.

Massachusetts: Project Director/Manager responsible for environmental monitoring including landfill gas, groundwater, surface water and leachate in accordance with 310 CMR 19.000 at municipal solid waste landfills in Conway, Great Barrington, Holyoke, Northampton, Spencer and Williamsburg.

Massachusetts: Project Director responsible for environmental compliance in accordance with 310 CMR 19.000 at ten (10) solid waste dumping ground sites owned by the Massachusetts Turnpike Authority in Stockbridge, Blandford, Westfield (2), Chicopee, Warren, Sturbridge, Charlton, Natick and Weston. Efforts include field and design work necessary for the completion of Comprehensive Site Assessments, Corrective Action Alternative Analyses, and Corrective Action Designs.

Easthampton, MA: Project Engineer for the design of a treatment system for water generated during dewatering activities associated with the excavation. Fuss & O'Neill provided consulting services to Jack A. James, Inc. during the remediation project at a former Northeast Utilities Manufactured Gas Plant (MGP) site. The project included the removal and disposal of 22,000 tons of coal tar contaminated soil/sediment; bypass of 30,000 gpm river flow; treatment and discharge of 2,000,000 gallons of water in accordance with state and local discharge permit requirements; and restoration of the Lower Mill Pond and adjacent wetlands.

Northampton, MA: Project Director for Phase I Environmental Site Assessments and Limited Response Actions under the Massachusetts Contingency Plan (MCP). The work was undertaken in preparation for the demolition of eight commercial and residential structures associated with the construction of the proposed Engineering & Molecular Science Building at Smith College.

Education
BS, Civil Engineering - 1991
Worcester Polytechnic Institute
MS, Environmental Engineering - 1993
Worcester Polytechnic Institute

Licenses & Registrations
Professional Engineer NC
Professional Engineer CT
Third Party UST Inspector MA
Professional Engineer MA
Professional Engineer RI

Professional Affiliations
Licensed Site Prof Association
American Society of Civil Engineers

22 years with Fuss & O'Neill
25 years Professional Experience

John Michael Callahan, PE
Vice President

Mr. Callahan is a senior electrical design engineer, manages the electrical engineering department at Fuss & O'Neill, and has 28 years of experience in all aspects of electrical systems design. He has a strong interest and special expertise in energy conservation and the application of alternative energy systems for public works, institutional, commercial, and industrial projects. Practice areas include electrical safety, power quality, forensic engineering, fire protection, building security, lighting, special communication and controls, and 600 volt and high voltage power distribution.

Term Contracts: Mr. Callahan has extensive experience managing and providing mechanical and electrical services for "term" and/or on-call contracts for the following clients:

- United Technologies Corporation
- Town of Groton, CT
- State of Connecticut Department of Public Works
- University of Connecticut
- RIAC

Norfolk Library, Norfolk, MA: This project included design and construction administration for $4,100,000, 26,000 square foot new library. The design consisted of electrical distribution, interior and exterior lighting, fire alarm system and telecommunications. Challenging aspects consisted of lighting in the stacks area, lighting for the children's area and strict Planning and Zoning lighting requirements for the parking lot.

MassMutual Insurance Company: Evaluation of solar photovaltraic and domestic hot water systems

Rhode Island School for the Deaf: Lead electrical designer for new 70,000 square foot new construction and 10,000 square foot renovation to accommodate 150 students in Providence, RI. The project consisted of electrical distribution, interior and exterior lighting, fire alarm system and combined visual and audio, PA, communication, and clock system. Challenging aspects including the occupants' sensitivity to background noise, occupant's sensitivity to lighting and the goal of the building meeting LEED Silver classification.

Masuk High School, Monroe, CT: Project included design and construction administration for 260,000 sf of renovations and additions. Included lighting replacement throughout existing school, replacement of power distribution equipment, new fire alarm system and emergency power system to support use of school as an emergency shelter. Existing electrical power distribution system was upgraded to accommodate additional electrical loads to support air conditioning of entire school. The center piece is the renovated auditorium, expanded to seat 800 patrons with a 200 seat handicap accessible balcony, orchestra pit, cat walks, full stage house fly area and state-of-the-art lighting and sound systems.

Education
BS, Computer Engineering - 1981
University of Connecticut
BS, Electrical Engineering - 1981
University of Connecticut

Licenses & Registrations
Professional Engineer CT
Professional Engineer MA
Professional Engineer RI

Professional Affiliations
National Fire Protection Assoc

10 years with Fuss & O'Neill
34 years Professional Experience

Virgil J. Lloyd, PE
Senior Vice President

Mr. Lloyd has over 35 years of experience in wastewater systems engineering, serving municipalities, state agencies and private clients. He specializes in working collaboratively with his clients to develop and implement practical and affordable solutions to complex wastewater collection, treatment and reuse challenges. Representative projects include:

Groton, CT - Project Director for design of wastewater treatment plant upgrade. Project provided for increase of design flow from 3.5 to 7.5 mgd and enhancement of treatment process. Distinguishing feature is project is first large-scale application in CT of IFAS (integrated fixed film activated sludge) process. IFAS resulted in significant cost savings through use of reduced aeration tankage and secondary clarifier footprint. Design also incorporated MLE process for denitrification, as well as ancillary improvements. Overall project cost $22 million.

Putnam, CT – Project Director for Facilities Planning Study of wastewater treatment plant upgrade. The project includes nitrogen removal utilizing a four-stage Bardenpho process as well as phosphorus removal via chemical precipitation. Project also includes effluent filtration using disk filters, installation of UV disinfection to replace the gas chlorine system, major head-works upgrades, and a comprehensive space needs evaluation resulting in a proposed administration building that will consolidate all WPCA activities as well as accommodate WPCF staff. Total cost $18M.

West Haven, CT - Project Engineer for the final design of WPCF improvements. Project included design of new aerated grit chamber, new septage receiving facility, odor control system for inlet works area, replacement of sludge collection mechanisms in the primary tanks, upgrade primary solids pumps, additional waste solids blending capability, addition of staff locker facilities, and control building floor space reallocation.

Tolland, CT - Project Director for Facilities Planning Study for areas of chronic septic failures and also facing major development pressures. Phase I of Facilities Plan focused on areas of septic failures, and developed through consensus-building process a plan to implement sewer extensions as well as to support economic development goals. Utilized extensive GIS analysis in the planning process. Phase II study defined On-Site Wastewater Management areas (i.e. "sewer avoidance") throughout the town, as well as defined longer range potential sewer extension areas.

Chester, CT - Project Director for Facilities Planning Study for village center with existing community subsurface disposal system that was experiencing chronic treatment difficulties. The planning study identified treatment/disposal alternatives, as well as additional areas for sewer extensions to relieve water quality degradation. Selected alternative included abandonment of community subsurface disposal system and construction of connection to neighboring community WPCF. Total project cost of $3.8 million.

Education
BS, Civil Engineering - 1979
University of Connecticut
MS, Environmental Engineering - 1987
University of New Haven

Licenses & Registrations
Professional Engineer CT
Professional Engineer NH
Professional Engineer MA
Professional Engineer ME
Professional Engineer RI

Professional Affiliations
New England Water Env Assoc
Water Environment Federation

14 years with Fuss & O'Neill
37 years Professional Experience

Christopher J. Cullen, PE
Senior Project Manager

Mr. Cullen has 28 years of experience in geotechnical engineering, solid waste engineering, environmental engineering, and site design engineering. He has engineered and managed geotechnical projects, including shallow and deep foundations for structures, earth retaining structures, and earth dams. He has designed, permitted, and provided construction documentation for construction of solid waste disposal facilities, including landfills and transfer stations. He has performed groundwater investigations at oil and pesticide-contaminated sites. He has prepared site designs for retail and industrial facilities, and schools and churches. He has prepared grading, utility, and layout design plans. Prepared permit applications and supporting documentation for wetland and erosion control permits, and represented clients before regulatory agencies. Specific project experience includes:

Billerica, MA: Project Engineer for a geotechnical study for foundation design of the proposed Marriott Courtyard Hotel.

Eagle Neck Tidal Restoration Project, Truro, Massachusetts
Geotechnical engineer for replacement of an existing under-capacity culvert beneath a road. The culvert connects an upstream tidal salt marsh to the downstream tidal creek and Cape Cod Bay. The culvert is to be replaced with a much larger capacity 3-sided box culvert that will allow adequate tidal flow through the Old County Road. Geotechnical work consisted of performing borings and laboratory analysis to assess the subsurface conditions and design an appropriate support system for the culvert and the road above. Peat deposits were identified below the proposed base of culvert elevation, necessitating the use of a pile foundation for support of the culvert. Based on depth of the peat deposit, proposed loading conditions, and cost, it was decided a timber pile foundation was most suitable for the project. Analyses were performed to estimate the size, depth of penetration and capacity of the pile foundation for use by project structural engineers.

Muddy Creek-Pleasant Bay Culvert Replacement, Chatham and Harwich, Massachusetts
Performed geotechnical engineering explorations and analyses to support the design of a new culvert across Route 28. The existing culvert connects Muddy Creek to Pleasant Bay and is not hydraulically adequate to convey tidal flow between the two. The new wider culvert was designed to accommodate the flow necessary to maintain the health and viability of the habitat for shellfish and migratory fish species. We performed borings and laboratory analyses to assess the ability of the subsurface soils to support the larger culvert. The issues that were addressed included were the depth below the road surface of the culvert, and predominantly loose sand below proposed footing elevations. Foundation analysis resulted in the recommendation for use of shallow spread footings to support the proposed culvert.

Education
BS, Civil Engineering - 1983
University of Massachusetts
ME, Geotechnical Engineering - 1986
Virginia Tech

Licenses & Registrations
Professional Engineer CT
Professional Engineer MA

Professional Affiliations
Association of State Dam Safety Officials
American Society of Civil Engineers

10 years with Fuss & O'Neill
29 years Professional Experience

Michael Lewis Earley, PE, LS, LEED GA
Survey Department Manager

Education
BS, Civil Engineering - 2001
Central Connecticut State University

Licenses & Registrations
Professional Engineer CT
Professional Land Surveyor CT

Professional Affiliations
CT Association of Land Surveyors

1 years with Fuss & O'Neill
17 years Professional Experience

Michael has an extensive background in Land Surveying and Civil Engineering. He has led large-scale construction and surveying projects as a Project Manager and Land Surveyor throughout New England.

Logan Airport – Parking Garage Facility, Boston, Massachusetts: Project Manager and Land Surveyor for this new construction and retrofit parking garage facility at Logan Airport. Performed construction layout, steel and anchor bolt layout and consulting services for this large-scale project.

Hartford MDC Wet Weather Expansion Project, Hartford, Connecticut: Lead Civil Engineer and Land Surveyor, for the expansion of the dual use primary clarifiers and combined storm overflow. This was an 800 million dollar expansion.

Naugatuck Valley Community College, Waterbury, Connecticut: Lead Land Surveyor for an overall campus survey at Naugatuck Valley Community College. A Detailed boundary and topographic survey of the campus was performed.

Greenwich Fire Station & Public Safety Annex, Greenwich, Connecticut: Project Manager and lead Land Surveyor for a detailed property and topographic survey for the design of the new Greenwich fire station.

Hartford Convention Center, Hartford, Connecticut: Project Manager and Land Surveyor for construction services. Performed Construction layout steel and anchor bolt layout and steel monitoring during construction.

Central High School, Bridgeport, Connecticut: School Expansion and Site Improvements. Boundary & Topographic Survey of the entire campus. Site planning and design for building additions, site improvements, and ADA improvements.

Black Rock Elementary School, Bridgeport, Connecticut: School Expansion and Site Improvements. Boundary & Topographic Survey of the entire campus. Site planning and design for building additions, site improvements, and ADA improvements.

Waterbury Enlightenment School, Waterbury, Connecticut: School Expansion and Site Improvements. Construction layout for building addition and new parking facilities. Post Construction as built utility mapping of entire campus.

Joshua H. Wilson, PWS
Senior Ecologist | Risk Assessor

Education
BA, Biology - 1997
Connecticut College
MS, Environmental Science - 2001
Yale University

Licenses & Registrations
Professional Wetland Scientist
Certified Soil Scientist

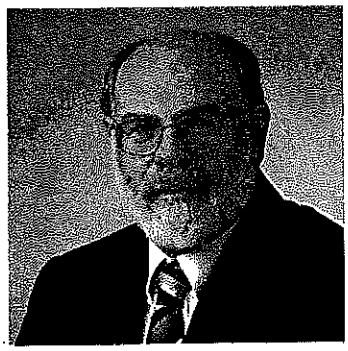
12 years with Fuss & O'Neill
14 years Professional Experience

Mr. Wilson is an Ecologist and Risk Assessor with Fuss & O'Neill. He is an experienced field scientist in the disciplines of soil science, botany, wildlife biology, and wetland ecology. Mr. Wilson serves as Fuss & O'Neill's principal in-house wetland scientist and certified soil scientist. He is responsible for performing and overseeing wetland and watercourse delineations, vegetation surveys, and ecological surveys in accordance with State and Federal regulations and guidelines. Mr. Wilson is also responsible for coordinating and conducting ecological risk assessments at Fuss & O'Neill. He has led ecological risk assessment services in support of various projects such as site investigations and remediation, brownfields investigations and landfill compliance.

Muddy Creek Wetland Restoration, Chatham/Harwich, MA: Project Ecologist responsible for conducting and overseeing vegetation inventory and habitat assessment of tidal-restricted tributary to Pleasant Bay on Cape Cod. The overall goal is to restore full tidal flushing of the creek to improve water quality and expand passage for anadromous fish through an expanded opening at the mouth of Muddy Creek. Project included detailed assessment of tidal marsh zonation based on tidal ranges, inventory and native vegetation assemblages, and identification of stands of invasive plant species. Restoration assessment included evaluation of direct and indirect impacts of construction of expanded opening and effects of increased tidal amplitude and volume on native and invasive plant communities.

Thousand Acre and Phillipston Reservoirs Dam Removal, Athol/Phillipston, Massachusetts: Project Manager and Lead Ecologist for the Town of Athol to provide dam removal, fish passage and river restoration consulting services. This program creates strategic partnerships between dam owners, the Town, State, federal and non-profit natural resource protection groups to fund and execute restoration of Thousand Acre Brook. Thousand Acre Brook is tributary to the Millers River that flows through a large area of protected open space. Both the stream and the surrounding land are noted for their important ecological characteristics. Removal of the dams will open approximately five miles of stream length upstream from the Millers River confluence. This study is funded by the U.S. Fish & Wildlife Service.

Hanscom Airfield Stormwater Management Plan: Lead Project Ecological for assessment of stormwater impacts on water and habitat quality in downstream surface waters. Our services included a range of projects that included design of sustainable stormwater controls, assessment of sediment and water quality, and development of mitigation options to offset impairments to the Shawsheen River. Responsibilities included: development and implementation of a sediment sampling and analysis plan; review of sediment quality in light of current ecological and human health risk-based criteria; evaluation of potential wetlands and stream mitigation options, including dredging and restoration, of the affected reaches of the Shawsheen River.



Marshall E. Gaston, PE
Senior Project Manager

Mr. Gaston is a Senior Project Manager with expertise in design and construction of major utility and roadway projects. Mr. Gaston's varied experience with highway design and major sewer extension projects has led to the successful completion of many multi-phased projects which were developed from conceptual drawings through construction including geometric design, hydraulic analysis, and procurement of permits. He excels at managing large complex multi-phase projects which take advantage of his range of technical and administrative experience. Mr. Gaston has extensive field experience. Representative projects include:

Essex and Ellington, CT: Transfer Stations - Design Project Engineer and Construction Administrator for several transfer stations across Connecticut including Essex and Ellington. Work included design, permitting, bidding and construction administration of these sites. This included the up-grading an at-grade rail crossing.

Hartford, CT: Brainard, Maxim, and Reserve Road Improvements - Design Project Engineer and Construction Administrator for the design, permitting, bidding and construction administration of this site. This included acquiring property from a public utility, up-grading an at-grade rail crossing, working with unstable soils and maintaining large volumes of traffic during constructions.

Hartford, CT: Hartford Landfill - Design Engineer for an access road and drainage swale. Work included redirecting surface run off and providing a work road to a portion of the site that was inaccessible.

Ledyard, CT: MSW Combustion Ash Residue Landfill.- Design Engineer for a restricted truck egress to the landfill site with very severe access restrictions. Other key features include the installation of security gates, sanitary sewers, the handling of storm run-off and a large rock excavation adjacent to an existing roadway and bridge.

Milford, CT: Silver Sands State Park - Construction Inspection a for a 60 acre landfill closure which incorporated fly ash as a cover material. Project included reshaping and contouring of the solid waste near an environmental sensitive coastal water area that was adjacent to a residential neighborhood. The site was later repurposed as a state park where an ocean overlook was constructed.

Marlborough, CT: Marlborough Landfill - Inspection and construction services for closure of an approximate six acre landfill in response to stipulated judgment. Closure design included cap system constructed of VLDPE geomembrane, a geocomposite drainage layer and a soil barrier protection layer. Gas venting and a stormwater control system were also included in the design.

Education
AS, Civil Engineering Technologies - 1972
Purdue University
BS, Construction Technologies - 1973
Purdue University

Licenses & Registrations
Professional Engineer CT

Professional Affiliations
New England Water Env Assoc

29 years with Fuss & O'Neill
37 years Professional Experience

Robert L. May, Jr.
President

Mr. May is the President of Fuss & O'Neill EnviroScience. With a background in architecture, Mr. May has completed a wide range of projects involving hazardous building materials and indoor air quality for commercial, private, municipal, residential, and educational clients. His experience includes inspection, management planning, risk assessment, specification design, and pre- and post-abatement services. Mr. May has served as an expert witness for court cases involving asbestos and lead paint. Mr. May has worked on numerous renovation and demolition projects, ranging in size and complexity, that involve asbestos-containing materials, lead-based paint, polychlorinated biphenyls (PCBs), radon, and a variety of indoor air quality concerns. His principal strengths include regulatory knowledge, project management, technical specification writing, and contract document preparation. The following highlights some of his experience related to your needs.

Athol, MA: Athol Rehabilitation Program required the services of an on-call consultant for lead paint. Lead paint consulting included work using funding from HUD and Commonwealth of Massachusetts Get the Lead out programs. Provided consulting services to assist in an advisory capacity to the Town representatives as well as manage inspection of residential homes. Testing included for both federal as well as State requirements depending on funding. Services provided beginning in 2005.

Boston, MA: Mr. May managed statewide contract FAC30 through the Operational Services Division (OSD). Contract included multi-disciplines for hazardous materials including lead, asbestos, mold, indoor air quality, industrial hygiene, LSP, tank removal, Stage II vapor recovery and Title V septic investigations. Work performed for state and municipal agencies. Firm was only one of three to hold contract which ran from 2005 to 2009.

Westfield, MA: Project Director and Manager for on-call hazardous material inventory consulting services on several campus buildings at Westfield State University:

Framingham, MA: Project Director and Manager for hazardous building materials inspections on several buildings at Framingham State College prior to renovations and additions. Projects involved preparation of project designs including technical specifications and drawings for removal of identified hazardous materials working with project architects. Managed staff during construction to provide oversight and management. Services have been provided on projects funded by MSCBA since 2001.

Amherst, MA: Project Director for detailed hazardous building materials inspections on several campus buildings at UMASS Amherst prior to renovations. Projects involved preparation of project designs including technical specifications and drawings for removal of identified hazardous materials working with project architects. Managed staff during construction to provide oversight. Providing services since 2000.

Education
BA, Architecture - 1989
Roger Williams University

Licenses & Registrations
Lead Inspector / Risk Assessor CT
Asbestos Consultant - Project Designer CT
Lead Planner / Project Designer CT
Asbestos Consultant - Project Designer MA
Asbestos Consultant - Inspector MA
Asbestos Consultant - Inspector Management Planner MA
Asbestos Consultant - Inspector Management Planner CT
Asbestos Consultant - Inspector RI
Asbestos Consultant - Inspector Management Planner RI
Asbestos Consultant - Project Designer RI
NEHA NRPP Residential Measurement Provider RI
Asbestos Handling NY

Professional Affiliations
MA Association of School Business Officials
Boston Society of Architects
Connecticut Building Congress
Lead & Environmental Hazards Association
Society of Military Engineers
New England Healthcare Engineers' Society

23 years with Fuss & O'Neill
26 years Professional Experience

KEVIN RIORDON, AIA, MCPPO

Senior Project Architect, Dietz & Company Architects, Inc.

PROFESSIONAL EXPERIENCE

Kevin Riordon joined Dietz & Company Architects in 2004. He has worked on primary, secondary and higher educational, housing, healthcare, municipal and commercial projects. Kevin's areas of expertise include studies, programming, design, document preparation, project management, and construction administration. Prior to his work at Dietz & Company Architects, Kevin worked for 16 years providing institutional and public building design for architectural firms in Massachusetts and Virginia.

REGISTRATION

Massachusetts, No. 20055, acquired 2002

Massachusetts Certified Public Purchasing Official, 2007 (Recertified 2013)

PROFESSIONAL ACTIVITIES

American Institute of Architects

EDUCATION

Boston Architectural Center, Boston, MA
Bachelor of Architecture, 1994

Wentworth Institute of Technology
Associate of Architectural Engineering Technology, 1986

Completed Construction Specifications Institute Certification (CSI) program

PROJECT EXPERIENCE

University of Massachusetts at Amherst – House Doctor
Project Architect

- Joseph Troll Turf Research Facility: Designed new center with research laboratory, conference room and storage areas.
- Lederle Graduate Research Tower: Provided phased electrical upgrades, including high and medium voltage systems, at this building that houses the campus IT hub.
- South College: Provided feasibility study of this historic building to address physical needs, regulatory deficiencies and potential office conversion.
- University Club: Design Development thru Construction Administration services to reconstruct a deteriorated portion of the building connecting two historic houses. Interior to match historic building character.
- Johnson, Lewis and Thatcher Dorms: Provided design for installation of new fire protection system and code compliance upgrades.

Westfield State University – House Doctor
Project Architect
House doctor projects included the study and design for architectural and infrastructure renovations and repairs on this campus. Specific projects included:

- Wilson Hall: Provided exterior envelope and masonry repairs, laboratory and electrical upgrades for this science classroom building.
- Parenzo Hall: Provided kitchen renovation design.
- Bates Hall: Upgraded electrical system with new emergency generator.
- Juniper Park School: Provided egress corrections.

Holyoke Community College – House Doctor
Project Architect
House doctor services were provided for the exterior envelope repairs at the Campus Center. Services included study, schematic design, preparation of cost estimates, construction documents and construction administration services. The exterior envelope study for the Campus Center consisted of a comprehensive

Beth A. Knodler

P.O.Box 468, Belchertown, MA 01007

413-668-5094 Beth@Innovativedatallc.com

Experience

President

July 1st ,2009- Present **Innovative Data, LLC.**, Belchertown, MA

- Responsible for all administrative tasks including: human resources, payroll, bookkeeping, preparing of quotes/client communications and employee management. Managed firm with more than 100 per diem employees over the previous five-year period.
- Responsible for equipment procurement and asset management
- Field data collection responsibilities include: installation and removal of automatic traffic recorders, and technician work for manual data collection of vehicles. Among the types of traffic studies routinely completed include the following: turning movement counts, gap and critical analyses, origin/destination studies, parking lot utilization studies, roadway inventories, etc.)
- Responsible for research integration. Have completed work on several research projects for the US Department of Transportation, the National Cooperative Highway Research Program, and several area universities.
- WBE and DBE Certified in Massachusetts (July 2010-present)

President

July 1st ,2005- June 30th, 2009 **Data Acquisition, Transformation, & Analysis, Inc.** (DBA, DATA, Inc.), Belchertown, MA

- Responsibilities included all office work including: payroll, bookkeeping, human resources, preparing of quotes/client communications and employee management.
- Field work responsibilities included: management of equipment, installation and removal of automatic traffic recorders, and technician work for manual data collection of vehicles. (Turning movement counts, Gap study, Origin/Destination study, parking lot inventory,etc.)

Elementary Educator

September 2000- September 1st, 2002 Williams Middle School, Longmeadow, MA

- I was responsible for teaching 5th Grade Language Arts and Science curriculum. I team taught approximately 75 students in which approximately 15 were special education students.
- Responsible for coordination of Grade 5 Science Curriculum and MCAS framework integration.

Education

University of Massachusetts, Dartmouth, MA

September 1996- June 2000

- Bachelor of Arts- Cum Laude
- Psychology Degree and Teaching Certification in Elementary Education

Community Involvement

My interests include volunteering in the local schools. I am currently the Co-President of the CHCSPTO, have served as the Secretary of the CSSRPTO from 2009-2012 and on the Elementary School Council from 2010-2011, Chair of the CSSRPTO 5K Annual Road Race 2011-2013 and member of the NEITE Vendor and Social Committee for the Annual Meeting in Northampton in 2013.

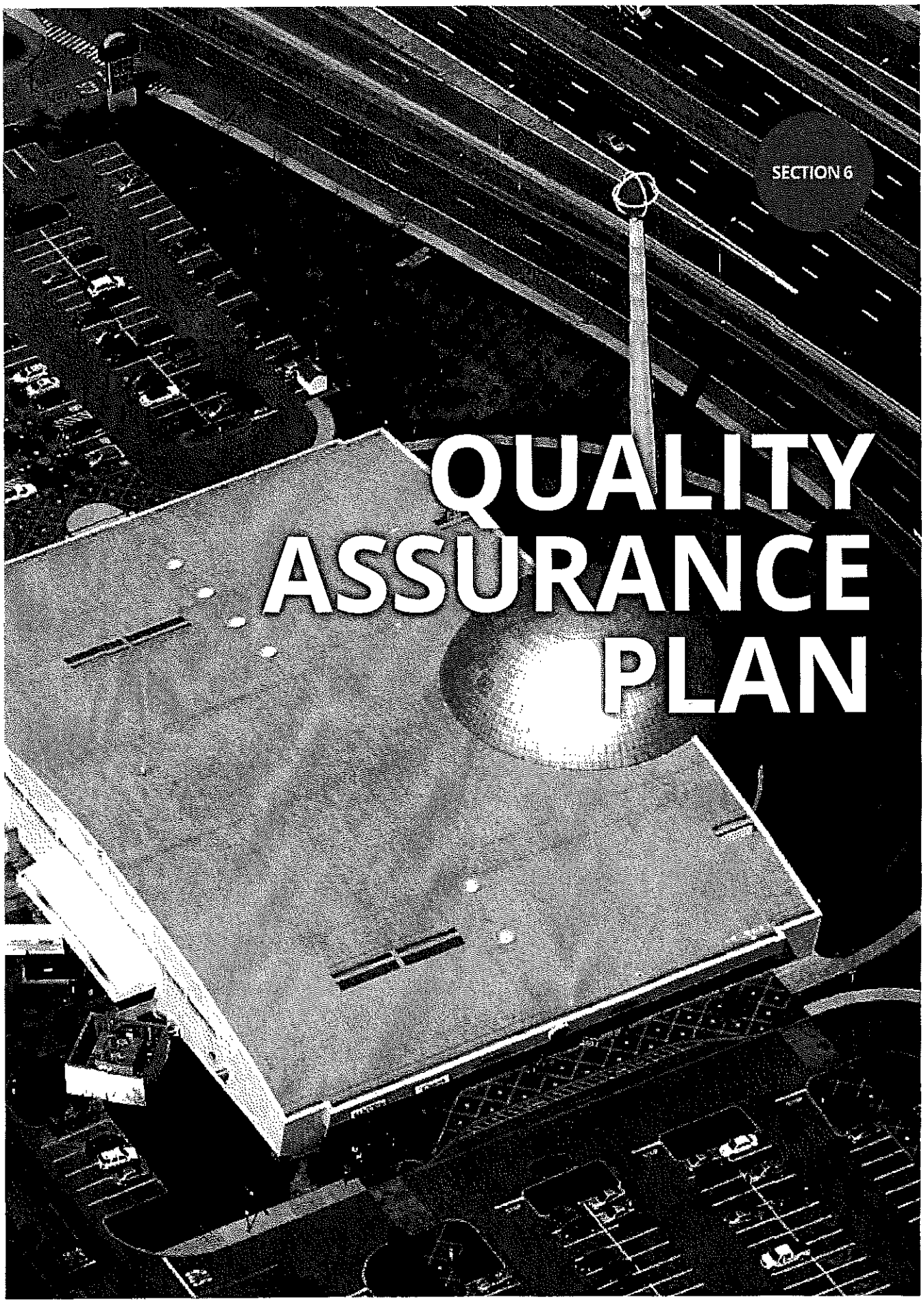
RESEARCH

Masters Research, *Physio-chemical evaluation and functional assessment of native wetland soils and organic amendments for freshwater mitigation wetlands.* Department of Plant, Soil, and Insect Sciences, University of Massachusetts Amherst. 2003-2007
- Characterized and compared the chemical properties of naturally occurring organic wetland soils and commercially available compost.
- Determined sorption isotherms for non-point source pollutants and nutrient leaching potentials of four organic materials.
- Evaluated the suitability of commercially available composts as organic amendments for mitigation wetlands.

Project Assistant, Department of Plant and Soil Sciences,
University of Massachusetts Amherst. 2003
- Researched new experiments to assist in the revamping of laboratory exercises for an introductory soil course.
- Performed and evaluated experiments.
- Derived and organized goal oriented laboratory exercises used to illustrate key concepts in study of soil.

Laboratory Assistant, Soil Characterization Lab
University of Massachusetts Amherst. 2001–2002
- Performed soil particle size analysis

Research Assistant, Department of Plant and Soil Sciences
University of Massachusetts Amherst. December 2001 – January 2002
- Assisted graduate students with laboratory soil analysis
- Performed soil pH analysis, organic carbon content analysis, and soil texture analysis
- Assisted with biological oxygen demand readings and analysis



SECTION 6

QUALITY ASSURANCE PLAN

Section 6 – Quality Assurance Plan

Quality Assurance/Quality Control Plan

Fuss & O'Neill's policy promotes that a formal QA/QC program be developed and monitored for each project/assignment. The goal of our QA/QC program is to produce projects that maximize client satisfaction and minimize costs by building into each project consistency, completeness, constructability, clarity, and cost-effectiveness. In addition to common steps such as reviews by project leaders, key elements of our QA/QC programs include internal third party reviews and the extensive use of checklists. Checklists have been developed for nearly every civil and environmental engineering design discipline.

We utilize in-house technical experts to review designs and reports while they are in draft form prior to being forwarded to our clients. This allows a fresh set of experienced eyes to review a project closely to see a potential issue not seen by the project team. Depending on the size of the project, this third party can also participate in reviews at various critical steps of the project. Task managers are responsible to develop QA/QC plans as part of their work plans.

Additionally, we maintain Design Process Guidelines specific to design projects in each major technical discipline. The Guidelines provide task lists, templates, and procedures to follow in completing these projects. The design process is divided into key phases with each phase having its own QA/QC requirements and progress documentation.

Our goal on every project is to not only complete the proposed scope of work successfully, but also to look for opportunities to provide greater value to our clients.

Management Approach

Our Management Approach Focuses On Serving You!

From our experience with providing on-call services, we have developed a management approach that goes beyond a traditional consultant/client relationship that we believe provides the best results for our clients. This means not only providing expert technical services but also being able to quickly respond to short-term "emergencies" with appropriate staff and resources as well as thinking beyond the authorizations approved by the Town.

Point-of-Service

One of our principal advantages is our knowledge of local conditions, programs, regulations and regulators. In order to maximize this advantage, this project will be conducted from our West Springfield office. This local presence will allow us to respond to issues quickly and make our managers and staff more accessible to you.

Assignment of Projects

Fuss & O'Neill uses the strong project manager model, and requires a strong role from our principals in our projects. Appropriate task managers have been identified for this project who possess the necessary technical skills and experience to manage this project effectively. Together they will work with you to define the scope of work for specific assignments and will be responsible for:

- Work as a member of your team to successfully complete the varied tasks of this project. This means constant communication and continuously thinking about issues that can affect Springfield's future.
- Focus on the goal of the project, while recognizing financial and time constraints.
- Be responsive!
- Provide expertise on a range of services and build the best team for the particular assignment.
- Plan the scope-of-work in detail and communicate the project plan to you and the project team.
- Coordinate with regulatory agencies and ensure that their requirements are understood.
- Maintain quality and budget control.

Work Plan

Developing a work plan is a key initial task. We have developed a corporate On-Call Process which provides a comprehensive and detailed plan on how we approach every project we undertake. Our process may vary slightly based on the complexity and size of any given project, but we essentially follow the steps outlined in the flowchart that follows, which has been very successful in managing our projects.

Project Schedule & Staffing Capacity

At the start of an assignment, we will define Springfield's schedule needs and then assign staff as required to meet that schedule. We will meet the deadlines stipulated herein as well as establish and meet firm schedules for other assignments.

We have the necessary resources and expertise to respond to any assignment and complete it on schedule. We are committed to making available the key staff identified in this proposal for your projects.

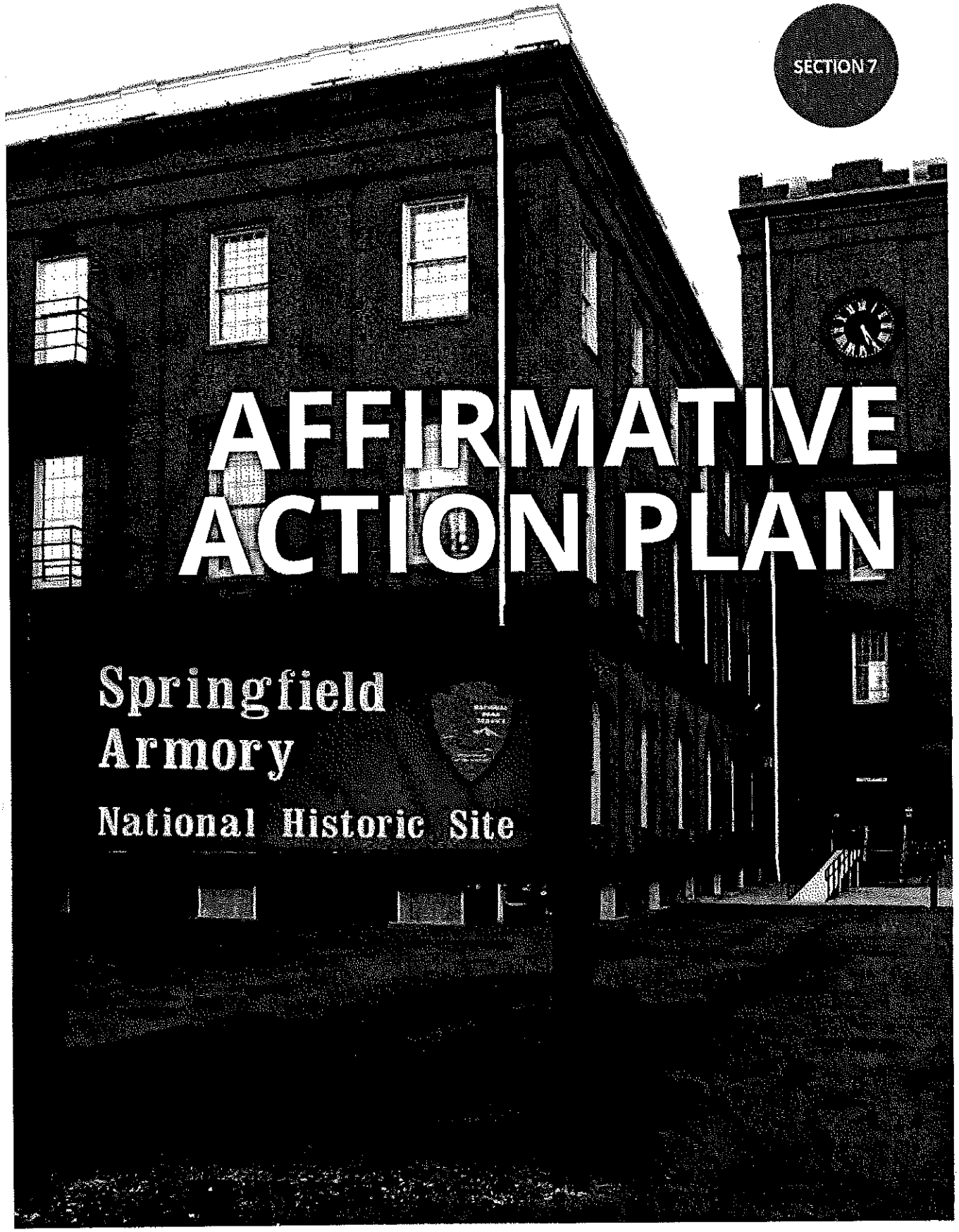
Our Fuss & O'Neill team includes engineers and scientists for virtually any discipline. As a result, we have in-house expertise to be able to address any

Southern New England Staff Profile

2	Chemical Engineers
21	Civil Engineers
2	Construction Inspectors
6	Construction Managers
5	Draftsmen/CADD
5	Electrical Engineers
28	Environmental Engineers
1	Fire Protection Engineer
28	Geologists
8	Hydrogeologists
4	Landscape Architects
3	Licensed Site Professionals
8	Mechanical Engineers
1	Planner
6	Programmers
1	Risk Assessor
7	Safety Engineers
9	Sanitary Engineers
1	Specification Writer
6	Structural Engineers
5	Surveyors
8	Technicians
15	Transportation Engineers
10	Water Resource Engineers

SECTION 7

AFFIRMATIVE ACTION PLAN



Springfield Armory

National Historic Site

MBE / WBE FORM 3

APPENDIX C

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT: On-Call Professional Engineering Services BID NO.: 16-061

A.) What is the total number of employees that is currently employed by your company? 263

NUMBER OF EMPLOYEES										
Overall	MALE					FEMALE				
Total Sum of Col. B thru F	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT of Hispanic origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE
A	B	C	D	E	F	B	C	D	E	F
263	164	3	2	2	0	79	3	3	4	0

*Male- Two or more races: 1 *Female- Two or more races: 2

B.) What is your anticipated work force for this project?

Number of Minorities _____ Number of Females _____

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

(MALE--FEMALE): Black, Hispanic, Asian, American Indian

Alaskan Native, Cape Verdian, (Caucasian)

M. Shaw

AUTHORIZED SIGNATURE

10/7/2015

DATE

Fuss & O'Neill, Inc.

FIRM

146 Hartford Road, Manchester, CT 06040

ADDRESS

800-286-2469

TELEPHONE NO.

THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID / PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT, FAILURE TO SIGN THIS FORM WILL RESULT IN THE REJECTION OF YOUR BID PACKAGE

Rev.2015

AFFIRMATIVE ACTION PLAN

Company Name: Fuss & O'Neill, Inc.

Address: 146 Hartford Rd.

City/State/Zip: Manchester, CT 06040

Area Code/Phone Number: 860-646-2469 **Area Code/Fax Number:** 860-533-5123

Email Address: msnape@fando.com

Contact Person: Maggie Snape, PHR; Human Resources Director

POLICY STATEMENT

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, sex, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders and contract provisions, including but not limited to those listed below:

Dissemination of Policy:
All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement this firm's Equal Employment Opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's Equal Employment Opportunity policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO Officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the Equal Employment Opportunity Officer covering all major aspects of the contractor's Equal Employment Opportunity obligations within thirty (30) days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's Equal Employment Opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
5. The firm's Equal Employment Opportunity policy, and the procedures to implement such policy, will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

Recruitment:
When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the areas where the work force would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with Equal Employment Opportunity contract provisions. The United States Department of Labor (USDOL) has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.
3. The firm will encourage their present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

Training and Promotion:
The firm will assist in locating, qualifying, and increasing the skills of minority groups and women employees, and applicants for employment. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of potential minority groups and women employees and will encourage eligible employees to apply for such training and promotion.

Unions:
If the firm relies in whole or in part upon unions as a source of employees, the contractor will use their best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
3. The firm is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor. The contractor shall notify the CTDOT of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. The USDOL has held that there shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:
The firm will not discriminate on the grounds of race, color, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use their best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:
The Contractor shall keep records, as necessary, to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation (USDOT). The following records should be maintained:

1. The number of minority and non-minority group members and women employed in each work classification;
2. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees;
4. Complaints of Discrimination;
5. Information required for your Affirmative Action Plan Update.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs, this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is "An Affirmative Action/Equal Opportunity Employer."

In order to substantiate the firm's efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. The firm will maintain the necessary internal audit procedures and record keeping systems to report the firm's affirmative action efforts.

It is understood by me, my EEO Officer and my supervisory and managerial personnel that failure to effectively implement, monitor and enforce the firm's affirmative action program and/or failure to adequately document the affirmative actions taken and efforts made to recruit and hire minority and female applicants, in accordance with our affirmative action program in each instance of hire, will result in the firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that an approved affirmative action program is a prerequisite for performing services for the contracting agency. This plan, in addition to CTDOT's EO/EEO contract provisions and requirements, shall constitute our CTDOT Affirmative Program.

The ultimate responsibility for the full implementation of the firm's Affirmative Action Program rests with the Chief Executive Officer of the firm. However, the day-to-day duties will be coordinated by Maggie Snape, HR Director *(name and title)*, who has been designated by me, as the EEO Officer of this firm. In addition, each manager and supervisor, and all employees are directed to aid in the development and implementation of this program and will be held responsible for compliance to its objectives.

Peter H. Grose, President & CEO

Name and Title of Chief Executive Officer/President
(please print)

Signature of Chief Executive Officer/President

10/7/15

Date

ASSIGNMENT OF RESPONSIBILITIES

The contractor/consultant shall designate a responsible official to monitor all employment related activity to ensure that the firm's Equal Employment Opportunity policy is being implemented. The contracting officers and the EEO shall have the responsibility for and must be capable of effectively administering and promoting an active program of equal employment opportunity and must be assigned adequate authority and responsibility to do so.

I hereby appoint Maggie Snape *(name of EEO officer)* as the EEO Officer of this firm. It is my responsibility as the Chief Executive Officer of this firm to notify the CTDOT of any change in designation of the EEO Officer for this firm.

P. A. Grau — 10/7/15

SIGNATURE OF CEO/PRESIDENT — DATE

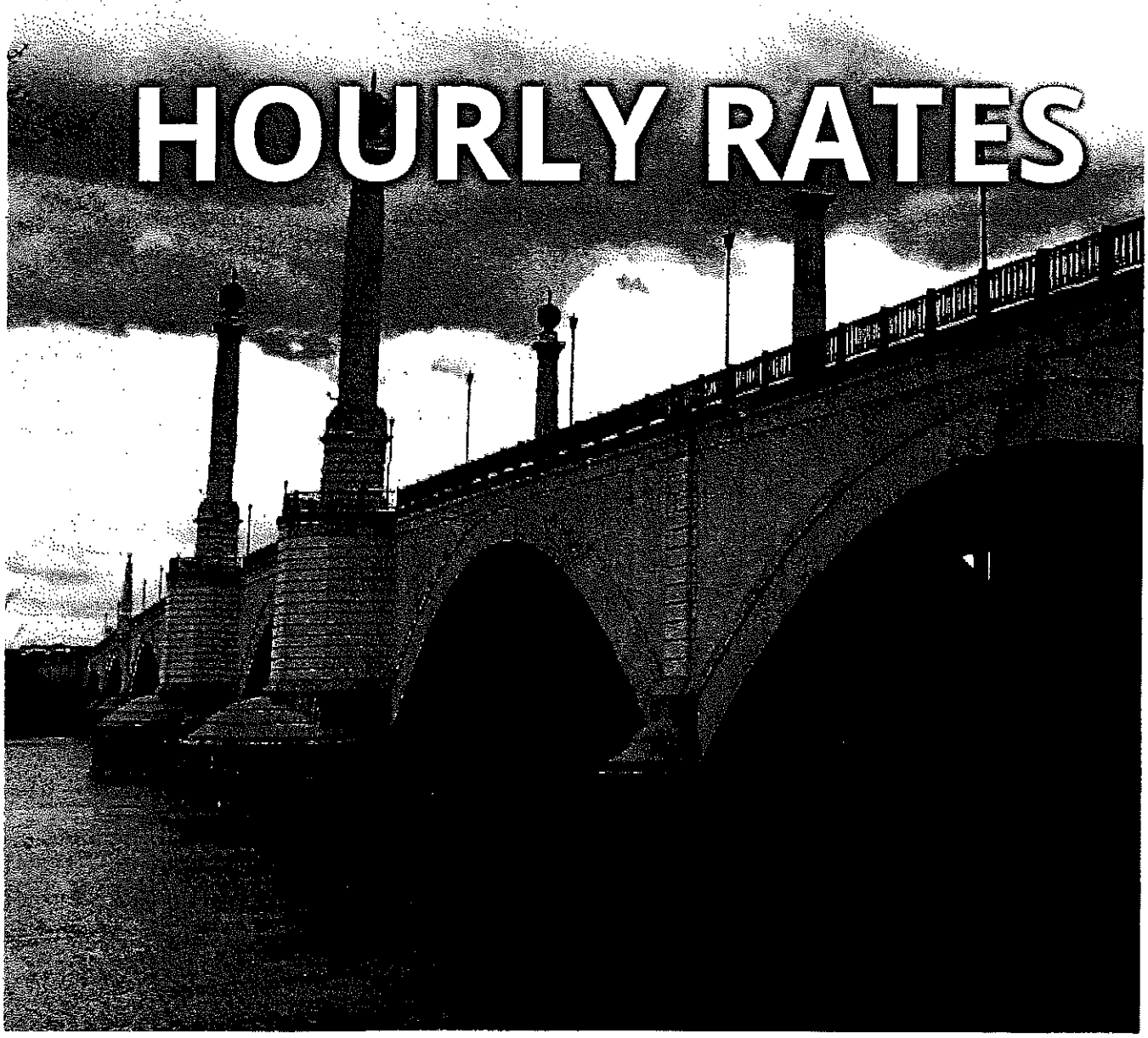
I have been made aware of my duties and responsibilities as the EEO Officer for this firm.

M. Snape — 10/7/15

SIGNATURE OF EEO OFFICER — DATE

SECTION 5

HOURLY RATES



FUSS & O'NEILL

2015 BILLING RATES

BILLING CATEGORY	HOURLY RATE
Researcher, Clerical	$ 63
CADD, Survey, Technician I	$ 77
CADD, Survey, Technician II	$ 82
CADD, Survey, Technician III	$ 92
Engineer, Scientist, Analyst I	$ 96
Engineer, Scientist, Analyst II	$ 103
Engineer, Scientist, Analyst III	$ 122
Senior Engineer, Scientist, Analyst I	$ 138
Senior Engineer, Scientist, Analyst II	$ 153
Senior Engineer, Scientist, Analyst III	$ 170
Associate	$ 190
Officer	$ 195
Senior Officer	$ 205

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	$100/day plus $.35/mile
Geoprobe Box Truck	$.85/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	$0.065/page
Color Copy/Print	$0.40/page
Electrostatic Copy/Print	$0.20/Sq. ft.
Inkjet Plotter monochrome	$0.25/Sq. ft.
Color Plotting	$1.00/Sq. ft.
Inkjet Mylar	$2.50/Sq. ft.
Binding Materials	At Cost
Payment processing fees (e.g. debit or credit cards)	At Cost (minimum 3%)

Table 11

FUSS & O'NEILL

2015 BILLING RATES

FIELD EQUIPMENT SCHEDULE	PER DAY (unless noted)
Air Sampling Pumps	$15
All Terrain Vehicle	$100
Bladder Pumps	$25
Boat	$50
Combustible Gas Indicator (CGI)	$20
Concrete Coring Machine	$250
Cone Penetrometer	$25
Dissolved Oxygen/Temp/pH Meter	$15
Generators	$50
Geoprobe Sampling Rig	$600[a][b]
Ground-Penetrating Radar	$250[a]
Hammer Drill	$50
Hand Auger	$25
Interface Probe	$25
Infiltrometer	$25
Low Flow Controller	$50
Metal Detector	$25
Multimeters	$85
Confined Space Meter (Multi-Gas Meter)	$30
Peristaltic Pumps	$20
Petro Flag Sample	$25
Photoionization Detector (OVM/PID)	$75
Soil Gas Sampling Equipment	$100
Soil/Sediment VOC Supplies (Terra Core)	$2 per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	$ 10 per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment	$260
Survey Levels	$30
Survey GPS Submeter Receiver	$50
Survey GPS VRS Subcentimeter	$100
Survey Robotic Total Station	$100
Total Organic Vapor Analyzer	$65
Transit Time Flowmeter	$130 per day, $520 per week, $1,706 per month
Turbidity Meters	$15
Water Level Indicator	$15

(a) Plus expendables and standard hourly rate for operator.
(b) CT State sales tax may apply

BID NO. 16-061

REQUEST FOR QUALIFICATIONS / PROPOSALS FOR ON-CALL ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

PROJECT MANUAL

OFFICE OF PROCUREMENT AND

DEPARTMENT OF PUBLIC WORKS

SPRINGFIELD, MA

LAUREN STABILO – CHIEF PROCUREMENT OFFICER

CHRISTOPHER CIGNOLI – DIRECTOR

MATTHEW SOKOP – CITY ENGINEER

INCOMPLIANCE WITH THE ABOVE AND SUBJECT TO ALL OF THE CONDITIONS THEREOF, THE UNDERSIGNED AGREES TO FURNISH ANY OR ALL OF THE ITEMS AT THE PRICES AND TERMS QUOTED ON THIS BID, AND WITHIN THE TIME STATED.

THIS FORM MUST BE COMPLETED AND SIGNED AT THE TIME OF BID OPENING

PHONE: _____ EXT. NO.: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____

BY: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

TABLE OF CONTENTS

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
Sealed Qualification Packages & Bids for On-Call Professional Engineering Services
Per Bid No. 16-061

will be received until 2:00 p.m.: October 14, 2015 By:
THE OFFICE OF PROCUREMENT
LAUREN STABILO, CHIEF PROCUREMENT OFFICER
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103
PHONE (413) 787-6284 FAX (413) 787-6295

at which time they will be publicly opened and read in the Office of Procurement Bid Room.

Request for Qualification Package / Project Manual Bid documents will be available beginning Wednesday, September 16, 2015 at the Office of Procurement, 36 Court Street, Room 307, Springfield MA 01103 during normal business days, Monday through Friday between 8:15 AM and 4:30 PM. Bidders can also request a copy on the City's website on the Procurement Department page at www.springfieldcityhall.com.

Services Required: The City of Springfield (City) through its Department of Public Works (DPW) and other various City Departments wishes to engage one or more multi-disciplined engineering firms (Consultants) for a variety of services on an as-need basis. This procurement will cover the general engineering needs of the DPW and other various City departments. The selected consultant(s) may be required to complete projects which require special expertise and/or are too large for the execution by in-house staff.

The City retains the right to procure similar engineering services outside of any contract entered into as a result of this advertisement / contract.

The resultant term of the awarded contract will be for one year, with two additional one-year renewable options at the sole discretion of the City of Springfield.

Your attention is directed to the Equal Employment Opportunity and Affirmative Action section of the Request for Proposal / Project Manual. The Chief Procurement Officer reserves the right to reject any or all proposals.

The City of Springfield will hold a pre-submission conference on October 7, 2015 at 10:00 A.M. at 70 Tapley Street, Springfield, MA 01104. Bidders are highly recommended to attend.

All questions regarding bid or its specifications must be received by the Office of Procurement no later than October 8, 2015 by 4:00 P.M.

Note to Newspaper: Insert the above advertisement in the Springfield Union News ONLY under the heading "Legal Notice" on: **September 16, 2015**
Reference: (413) 787-6285 per Bid No. 16-061

Section 1 – Request for Qualifications / Proposals Overview

The City of Springfield, MA (City) is inviting proposals from consultants to provide On-Call Professional Engineering Services through its Department of Public Works

Pertinent Dates

RFQ/P Advertisement Date	**September 16, 2015**
Pre-Submission Conference	**October 7, 2015**
Final Date for RFP/Q Inquiries	**October 8, 2015**
RFP/Q Submission Date	**October 14, 2015**
Consultant Interviews (if necessary)	**Week of November 2, 2015 +/-**
Contract Award Date	**Week of November 16, 201X+/-**

General Instructions

The City considers any information, which may have been released either in writing or orally prior to the issuance of the official RFQ/P to be preliminary in nature and the City shall not be bound by any such information.

All proposers shall furnish all information required in this RFQ/P. Failure to submit all required material will result in the Submission being rejected by the City. The person signing the proposal must initial any erasures or changes that appear in the response for the response to be valid.

Brokers are not allowed to submit proposals on behalf of any firm and submissions will only be accepted from firms licensed to do work in the State of Massachusetts. Persons signing the proposal must have the authority to bind the submitting firm to the City of Springfield for any and all tasks if the firm is selected by the City.

Where potential Professional Engineering services are set forth in the RFQ/P, the City will / may consider proposals / disciplines for services other than those listed in this RFQ/P.

Proposers may not submit alternate proposals.

Point of Contact for Questions and / or Clarifications

Proposers are advised that the City's Point of Contact for all matters concerning this RFQ/P is the Chief Procurement Officer:

Lauren Stabilo, Chief Procurement Officer
City of Springfield
Office of Procurement
36 Court Street, Room 307
Springfield, MA
e-mail: lstabilo@springfieldcityhall.com
Phone 413-787-6284
FAX 413-787-6295

Oversight of the contract will be administered by:

Christopher M. Cignoli, P.E.
Director, Department of Public Works

and

Matthew J. Sokop, P.E.
City Engineer
City of Springfield
70 Tapley Street
Springfield, MA 01104

Any inquiries related to this RFQ/P must be made in writing, submitted to the Office of Procurement by the date identified in this RFQ/P. Inquiries submitted after the time and date specified will not be addressed. Oral questions will be accepted at the pre-submission conference and, if necessary, addenda will be issued. Oral or written questions or inquiries will not be accepted from any third party agents or brokers.

The City will issue responses to inquiries and any other corrections, amendments and additional information which it deems necessary in written addenda issued prior to the closing date. Addenda will be emailed to all vendors whom requested specifications from the office of procurement. Each proposer must indicate that they have read and reviewed any and all addenda and their proposal addresses any and all modifications contained in said addenda.

Restrictions on Contact with City Employees

Perspective proposers are advised that, from the date of advertisement of this RFQ/P until the award of any resultant contract, they are not permitted to contact any City employee about any matter related to this RFQ/P, unless they have received the permission of the Chief Procurement Officer. The restriction also extends to any broker / agent representing any firm. Any violations

of the restriction clause committed by a firm, or broker / agent of a firm, are grounds for rejection of their bid.

Pre-Submission Conference

The City of Springfield will hold a pre-submission conference on **October 7, 2015** at 10:00 am in the Conference Center at 70 Tapley Street, Springfield, MA 01104. Firms wishing to submit a response to this RFQ/P are encouraged to attend the conference. Agents who are not full time employees of a submitting firm are not eligible to attend the pre-submission conference. Questions and / or inquiries will be accepted at the pre-submission conference and a determination will be made if the items discussed will be included in an addendum.

RFQ/P Submission Requirements

Proposers should also refer to Section 2 & Section 3 of this document for greater detail on the submission procedures and format.

The general submission procedures are as follows:

- Submit one original and 6 copies of the entire submission package. Please mark original clearly.
- Submissions must be received by the Office of Procurement before **2:00 P.M.** on **October 14, 2015**. Proposers are recommended to include their firm name and complete address on the outer envelope and / or wrapper enclosing the submission. The outer envelope should be addressed as follows:

  Office of Procurement
  36 Court Street – Room 307
  Springfield, MA 01103
  Attn: Lauren Stabilo, Chief Procurement Officer

  RFQ/P Title" On-Call Professional Engineering Services" – Bid 16-061
  Closing Date – **October 14, 2015 @ 2:00 P.M.**

- Proposals are due by 2:00 P.M. on the closing date listed above. No proposals will be accepted after the closing time. Proposals may be delivered to the Office of Procurement at the address listed above between the hours of 8:30 am and 4:30 pm Monday through Friday, excluding holidays observed by the City with the exception of the bid due date due by 2:00 P.M. Proposers are responsible for informing any commercial delivery

services of all delivery requirements, and for assuring that all necessary information appears on the outer wrapper of the package as directed.

- The City will not accept electronic or telegraphic proposals.

Withdrawal of Proposals

Proposers may withdraw their proposal from consideration at any time prior to award of the contract. Proposers who decide to withdraw their proposal are required to notify the City in writing, which must be in a sealed envelope and addressed and directed to the Chief Procurement Officer. The City will retain all copies of the submittal for its records.

Incurring Cost

The City shall not be held liable for any proposal preparation or, if awarded a contract, for any pre-contract activity or costs incurred by any proposer in the preparation of their proposal, preparation or presentation at an interview, during any negotiations regarding the contract, or in execution of the contract.

Oral Presentations / Interviews

The City may require proposers to give oral presentations / interviews regarding their proposal and / or to demonstrate the firm's capabilities to provide the City of Springfield with the necessary services required under the contract. Agents and / or brokers of any proposer will not be allowed at any presentation or interview. If shortlisted for an interview, the proposer will be notified of the exact requirements to be addressed at the interview.

Disclosure of Proposals

Upon submission, proposals and other materials submitted by the Proposers become records subject to the freedom of information laws of Massachusetts. The City may deny the public access to such records or applicable portions of any submission which are deemed to be "trade secrets" or are maintained for the regulation of commercial enterprise which, if disclosed, would cause "substantial injury to the competitive position of the subject enterprise", "are specifically exempt from disclosure by State or Federal statute", or are otherwise exempted from disclosure under law. Proposers should mark as "Confidential" only those portions of their proposal which they believe are not required to be disclosed under law. The City, however, is obligated to disclose information consistent with the requirements of law notwithstanding any such marking

made by the Proposers. Cost proposals / rates are not to be considered as confidential or trade secrets.

Examination of Specifications

The proposer shall carefully examine the RFQ/P and all other documents and data associated with this contract, and become familiar therewith. The Proposers shall not at any time after executing a contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstandings with regard to the nature, conditions, or character of the work to be completed under this contract, and shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work.

Contract Award

In general, contract(s) resulting from this solicitation will be awarded to the qualified Proposers, whose proposals, costs, and / or presentation / interview will be the most advantageous to the City of Springfield to provide the required services. No contract shall be effective until the City and selected Proposer sign a contract and the City issues a Notice of Award.

The City has not made a determination as to the number of firms to be selected for this contract; however, it is anticipated that the number selected will be more than one.

Contract Term

The proposed contract to be award by the City will be for the term of one year, with the option to extend the contract for two additional one-year terms, at the full discretion of the City. The City of Springfield Office of Procurement will submit a renewal in writing approximately sixty (60) days prior to the expiration of the contract.

Section 2 – Submittal Procedures and Format

General Submission Requirements

- Submit one original and 6 copies of the entire submission package. Please mark original clearly.
- Submissions must be received to the Office of Procurement before 2:00 pm on October 14, DAY, 2015. Proposers are recommended to include their firm name and complete address on the outer envelope and / or wrapper enclosing the submission. The outer envelope should be addressed as follows:

  Office of Procurement
  36 Court Street – Room 307
  Springfield, MA 01103
  Attn: Lauren Stabilo, Chief Procurement Officer

  RFQ/P Title" On-Call Professional Engineering Services" – Bid 16-061
  Closing Date – October 14, 2015 @ 2:00pm

- Proposals are due by 2:00 pm on the closing date listed above. No proposals will be accepted after the closing time. Proposals may be delivered to the Office of Procurement at the address listed above between the hours of 8:30 am and 4:30 pm Monday through Friday, excluding holidays observed by the City, except date due submission. Proposers are responsible for informing any commercial delivery services of all delivery requirements, and for assuring that all necessary information appears on the outer wrapper of the package as directed.

- The City will not accept electronic or telegraphic proposals.

- Each Section must be tabbed and titled as requested below.

Submission Format

The submission package should be in the sequence and format listed as follows. Submission should have divider pages and be titled as stated.

- Cover Letter
- Executive Summary
- Tab 1 – Team Organization
- Tab 2 – Designer Application Form

- Tab 3 – Background of Firm
- Tab 4 – Professional Personnel
- Tab 5 – Hourly Rates
- Tab 6 – Quality Assurance Plan
- Tab 7 – Affirmative Action Plan

Cover Letter

At a minimum, the Cover Letter must:

- Provide a list of Similar Municipal Engineering Experience – also specify if any work is under a similar On-Call arrangement
- Identify the Project Manager
- State that the submitting firm has an office in the State of Massachusetts
- State that the office designated as "prime work location" must be within 50 miles of the City of Springfield. Preference will be given to firms relative to their distance from the City of Springfield.
- State that the Project Manager is a Registered Professional Engineer in the State of Massachusetts and has been with the current firm for a minimum of 3 years.
- Includes a statement that the proposer accepts all terms and conditions contained in the RFQ/P
- Provide a statement that addenda has been received, reviewed and accepted as part of the RFQ/P

Executive Summary

This section should include a brief overview of material included the following sections and include all requested statements or exceptions noted by the proposer.

This section should also include all of the required forms fully executed including:

- **Cover Page**
- **Affirmative Action Plan**
- **Tax Certification Affidavit for Contractors**
- **Collusion or Fraud Statement**
- **Signed Addenda (if Issued)**

Tab 1 – Team Organization

The proposer must provide a listing of required services that the firm will be providing, along with which services will be provided by any subconsultants. The proposer must also submit an organizational chart that clearly identifies the Project Manager, the services that will be

provided, and the individuals who will be providing those services, and which firm they are associated with, if they are with a sub-consultant.

Tab 2 – Designer Application Form

The proposer must submit a completed "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)". A copy of the form is attached and can be downloaded in Word format or PDF format from www.mass.gov website. The primary firm is responsible for completing all sections of the form, and a completed section 8B must be submitted for each subconsultant.

Tab 3 – Background of Firm – Project Experience

Please include the following information in this section:

- Firm Name
- Parent Company (if any) and year acquired
- Year Established
- Any former name that firm has been known by
- Business address of Parent Company (if any)
- Business address of office to be in primary charge of the work
- Name of Project Manager
- Name of Person to Contact with any questions about proposal
- Name of Firm Principals, where registered and current professional standing
- Type of Services that primary firm is qualified to provide.
- Listing of Primary Firm and Subconsultant Qualifications

This section should also include a narrative section on relevant experience of the primary firm and all included subconsultants. Individual project pages are acceptable, however, all experience listed should only be from the last 5 years to be considered relevant. Project information should include references.

Tab 4 – Professional Personnel - Resumes

This section shall include resumes of all individuals from the primary firm and subconsultants to be involved in this assignment with the City of Springfield. The resumes shall be limited to two pages in length, include the number of years an individual has been with the current firm and identify which specific area of expertise the individual will provide under headings such as:

- Civil Engineers
- Structural Engineers
- Landscape Architects

- Transportation Engineers
- Electrical Engineer
- Geotechnical Engineer
- Land Surveyor
- Environmental Engineer
- Licensed Site Professional
- Construction Administrator / Inspector / Management
- Architects
- Etc.

The resume of the Project Manager can be more than 2 pages in length. The Project Manager must have:

- A minimum of 10 years' experience
- Bachelor's Degree in Engineering
- Must have been with the current firm for a minimum of 3 years
- Must be a registered Professional Engineer in Massachusetts
- Must have acted as Project Manager on similarly size On-Call Contracts in the recent past with the current company.

Tab 5 – Fee Schedule - Hourly Rates

The proposer shall include in this section a complete list of hourly rates for the primary firm and for all subconsultants. The rates should be in a combined format rather than separate sheets for each firm, if appropriate. Contractor must also identify how project expenses will be addressed and charged.

Proposers must state in the Executive Summary portion of their submittal if they will renew the contract for the second and third years at the hourly rates included in the original submission or if new hourly rates will be submitted.

Tab 6 – Quality Assurance Plan

The proposer must include a copy of the firm's Quality Assurance Plan in this section.

The selected consultants shall perform all work to the highest standards of professional care. The consultant shall establish and maintain a Quality Assurance Plan, subject to the Owners approval, setting forth the Consultants policy for Quality assurance and procedures for implementing that policy. Such plan must apply to all employees engaged in work under this

assignment, include regular and written procedures for performance of all project activities, and provide sufficient information to senior managers to enable effective supervision of project.

The submitted Quality Assurance Plan must provide details of your internal control system, which controls the following areas at a minimum:

- Design Review and Quality Assurance
- Project Scheduling
- Personnel Assignments and Scheduling
- Financial Control

Tab 7 – Affirmative Action Plan

The proposer must submit a copy your firm's Affirmative Action Plan. Please provide in this section your firm's policies and goals in regards to the recruitment of minority men and women. See Appendix C for other required information to be submitted.

Section 3 – Evaluation Procedure and Criteria

Submission Requirements

Any proposer who does not meet all of the outlined submission requirements, including submission of all necessary forms and documents, will be rejected, deemed non responsive, and will not be considered for the contract.

Selection Committee

The City will be assembling a selection committee for this project. At this time the members have not been identified.

Selection Process

The City will be using a two step selection process -

STEP 1 - Upon receipt of all submissions deemed to meet all of the outlined submission requirements, the selection committee will review independently all of the proposals using the Consultant Ranking Form located in Appendix A for each Proposer. Proposers will then be ranked from highest to lowest based upon scores achieved.

STEP 2 - If deemed necessary by the City, oral presentations / interviews will be held by the City. Specific selection criteria used in the interview process will be distributed to the firms selected for interviews.

A determination has not been made as to the number of firms to be selected for this contract, however, there will be more than one firm selected.

General Selection Criteria

The following general criteria shall be used to evaluate the firms submitting proposals:

- Proposer / team provides all necessary services required of the City
- Proposer has provided similar services to similarly sized communities in Massachusetts
- Project Manager possesses significant diversified engineering experience
- Understanding of the work requirements
- Qualifications of Personnel
- Necessary resources to complete assigned tasks
- Compliance with Affirmative Action Requirements
- Quality of Oral Presentation / Interview, if required

Minimum Evaluation Criteria

Proposers must meet the following minimum requirements:

- Ten (10) years experience of providing similar on-call engineering experience
- Project Manager must have a minimum of 3 continuous years' service with current firm
- Must meet all Affirmative Action requirements
- Firm must have an office in the State of Massachusetts
- Office designated as "prime work location" must be within 50 miles of the City of Springfield

All of the above minimum evaluation criteria must be addressed in the Cover Letter submitted to the City of Springfield.

Section 4 – Scope of Work

General

The City of Springfield acting through its Department of Public Works (DPW) wishes to engage one or more multi-disciplined engineering for a variety of services on an "as-needed" basis. The procurement will cover the general engineering needs of the DPW and various other City Departments. Some of the services may include:

- Consultation and Advice
- Feasibility Studies
- Field Investigation and Engineering Data Collection
- Engineering Reports
- Land Surveying
- Construction Cost Estimating
- Design Services, whole or in part
- Construction Management and Inspection
- Materials Testing
- Value Engineering
- Expert Testimony
- Environmental Assessments
- Landfill Servcies
- Preparation of O&M Manuals
- State of Federal Agency Mandate Compliance

The Conslutants may be required to accomplish projects which require special expertise and/or are too large for execution by City staff. Typical areas of expertise to be needed under this agreement include but are not limited to:

- Architectural Services
- Aerial Surveys
- Bridge Engineering
- Composting
- Construction Inspection & Administration
- Construction Management
- Electrical Engineering
- Environmental Permitting
- Environmental Sciences and Engineering
- Geographic Information Systems

- Flood Control Systems
- Highway and Street Engineering
- Land Surveying
- Building Inspections and Assessments
- Mechanical Engineering
- Pavement Management
- Solid Waste Management
- Traffic Engineering
- Hazardous Material
- Geotechnical Engineering

The selected engineering firm(s) will provide a wide range of design and specialized consulting services through the medium of appropriately staffed divisions, subconsultants or subsidiary organizations. To be properly qualified to render specialized engineering services, the division, subconsultant or subsidiary organization must be directed by a professional engineer with training and experience in the specialized field.

The Consultants will have prime responsibility for all aspects of the projects as assigned. It is understood that the Consultant selected may not have on-staff all of the fields of expertise and engaging subconsultants may be necessary on some projects.

With regard to subconsultants, if firms identify specific outside firms to prove certain services, the required information identified in Section 2 of this document. Depending upon the services identified, it may be necessary to have the subconsultant attend the oral presentation / interview, if invited.

This procurement and scope of services will be limited to the extent that statutory procedures govern the selection of engineers for certain types of projects.

Appendix A –
Consultant Ranking Form

On-Call Engineering Consultant Ranking Form

Firm being Reviewed: _____

Reviewer name: _____

1.	**Overall Quality of Proposal (15 points)**	Score:
	Comments:	
2.	**Similar On-Call Engineering Experience (20 Points)**	Score:
	Comments:	
3.	**Project Manager Experience (15 Points)**	Score:
	Comments:	
4.	**Does Team Provide all of the Necessary Services (15 Points)**	Score:
	Comments:	
5.	**Team Experience (25 Points)**	Score:
	Comments:	
6.	**Competitiveness of Hourly Rates and Office Location (10 Points)**	Score:
	Comments:	
	Total Consultant Score:	

Appendix B – Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May, 2014)

Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. **Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:**

3e. Name Of Proposed Project Manager:

For Study: (if applicable)

For Design: (if applicable)

3b. Date Present and Predecessor Firms Were Established:

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3c. Federal ID #:

3g. Name and Address Of Parent Company, If Any:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Email Address:

Telephone No: Fax No.:

3h. Check Below If Your Firm Is Either:

(1) SDO Certified Minority Business Enterprise (MBE) ☐

(2) SDO Certified Woman Business Enterprise (WBE) ☐

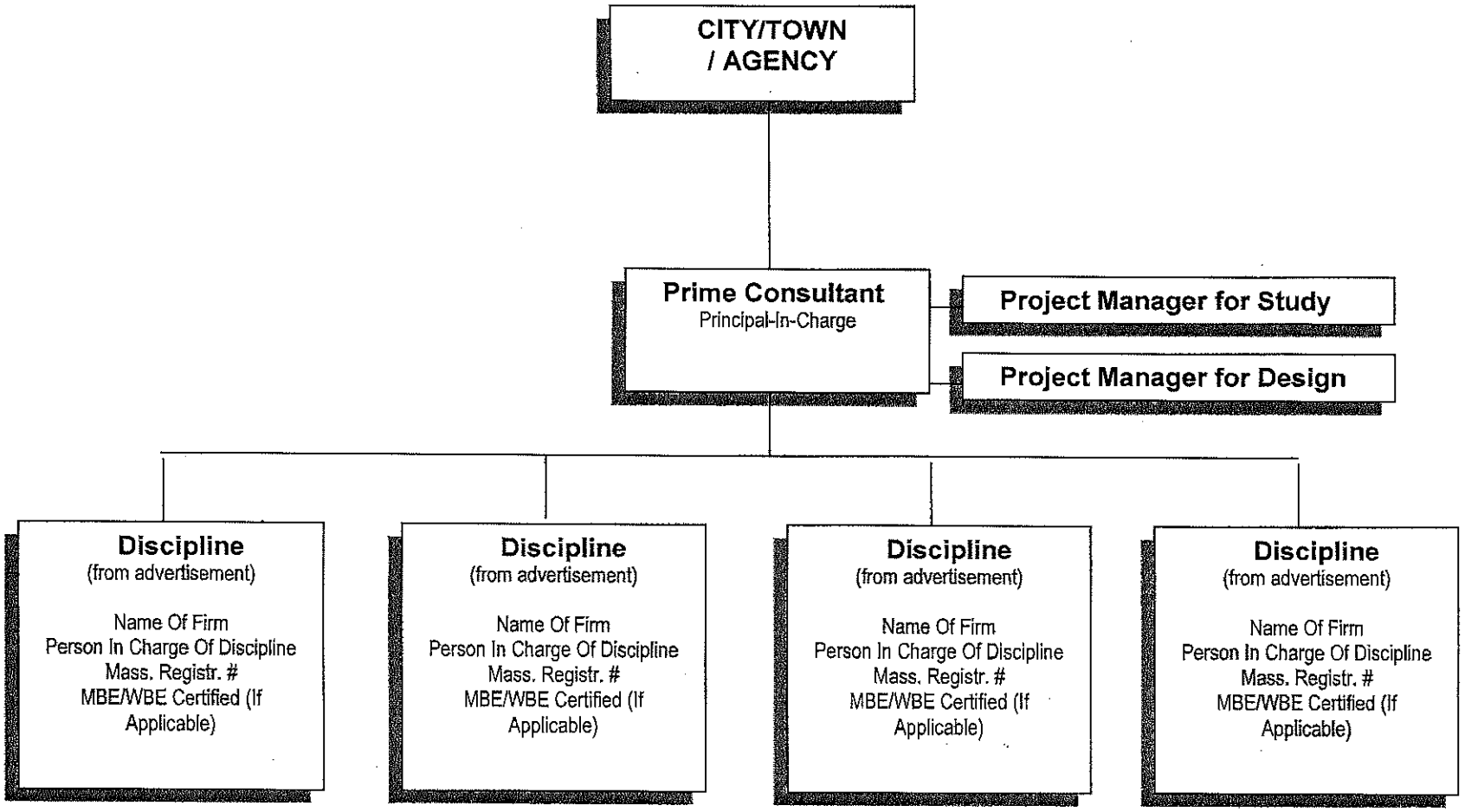
(3) SDO Certified Minority Woman Business Enterprise (M/WBE) ☐

4. **Personnel From Prime Firm Included In Question #3a Above** By Discipline (List Each Person Only Once, By Primary Function – Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	____	(____)	Ecologists	____	(____)	Licensed Site Profs.	____	(____)	Other ____	____	(____)
Architects	____	(____)	Electrical Engrs.	____	(____)	Mechanical Engrs.	____	(____)	____	____	(____)
Acoustical Engrs.	____	(____)	Environmental Engrs.	____	(____)	Planners: Urban./Reg.	____	(____)	____	____	(____)
Civil Engrs.	____	(____)	Fire Protection Engrs.	____	(____)	Specification Writers	____	(____)	____	____	(____)
Code Specialists	____	(____)	Geotech. Engrs.	____	(____)	Structural Engrs.	____	(____)	____	____	(____)
Construction Inspectors	____	(____)	Industrial Hygienists	____	(____)	Surveyors	____	(____)	____	____	(____)
Cost Estimators	____	(____)	Interior Designers	____	(____)		____	(____)	____	____	(____)
Drafters	____	(____)	Landscape Architects	____	(____)		____	(____)	Total ____	____	(____)

5. Has this Joint-Venture previously worked together? ☐ Yes ☐ No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7.	Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a.	Name and Title Within Firm:	a. Name and Title Within Firm:
b.	Project Assignment:	b. Project Assignment:
c.	Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE ❑ WBE ❑
d.	Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e.	Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f.	Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g.	Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h.	Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a.	Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a.	Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	C. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
					Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)						
(2)						
(3)						
(4)						
(5)						

8b.	List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:						
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:	**# of Active Projects:**	**Total Construction Cost (In Thousands) of Active Projects (excluding studies):**

Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

Be Specific – No Boiler Plate

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date

12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of $50,000 per incident? Answer **YES** or **NO.** If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by (Signature) _____ Printed Name and Title _____ Date _____

Appendix C –
Affirmative Action Plan

MBE / WBE FORM 3

APPENDIX C

AFFIRMATIVE ACTION PLAN

NAME OF PROJECT: _____ BID NO.: _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
Overall	MALE					FEMALE				
Total Sum of Col. B thru F	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT of Hispanic origin)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSAKAN NATIVE
A	B	C	D	E	F	B	C	D	E	F

B.) What is your anticipated work force for this project? _____

Number of Minorities _____ Number of Females _____

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian

Alaskan Native, Cape Verdian, Caucasian,

_____ _____

AUTHORIZED SIGNATURE DATE

_____

FIRM

_____

ADDRESS

_____

TELEPHONE NO.

THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID / PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT. FAILURE TO SIGN THIS FORM WILL RESULT IN THE REJECTION OF YOUR BID PACKAGE

Appendix D –
Collusion or Fraud Statement

APPENDIX D

OFFICE OF PROCUREMENT

CITY OF SPRINGFIELD, MA

Bid No. 16-061
DEPARTMENT OF PUBLIC WORKS, ON CALL ENGINEERING SERVICES – SPRINGFIELD, MA

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PURJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR , AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

NAME OF PERSON SIGNING BID

SIGNATURE

COMPANY NAME

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID OFFER. FAILURE TO SUBMIT THIS FORM IS CAUSE FOR IMMEDIATE REJECTION.

Appendix E –
Tax Certification Affidavit

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor,** with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

FAILURE TO SUBMIT THE FOLLOWING FORM IS CAUSE FOR IMMEDIATE REJECTION.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ **Street Address Only:** _____

City/State/Zip Code: _____

Telephone Number: _____ **Fax Number:** _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ **Name of Individual:** _____

Partnership _____ **Names of all Partners:** _____

Limited Liability Company _____ **Names of all Managers:** _____

Limited Liability Partnership _____ **Names of Partners:** _____

Limited Partnership _____ **Names of all General Partners:** _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law.

_____ _____ Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **City of Springfield taxes** required by law (has/have entered into a Payment Agreement with the City).

_____ _____ Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____ _____ Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF _____ _____, 2015

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

_____
Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM, AND YOU MUST FILE THIS FORM WITH YOUR BID OR CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

Appendix F – Sample Contract Terms and Conditions

CITY CONTRACT No. 16-061

PROFESSIONAL ON-CALL ENGINEERING SERVICES

This AGREEMENT (al so referred to as the contract) is made effective on the date of the last signatory and is made by and between the **CITY OF SPRINGFIELD,** a Massachusetts municipal corporation with a principal office at 36 Court Street, Springfield , Massachusetts 01103, acting by and through its Department of Public Works, with the approval of its Mayor, hereinafter called the **"OWNER"** and **COMPANY, INC.,** a corporation with a usual place of business at Address Road, Town, State ZIP hereinafter called the **"ENGINEER".**

WITNESSETH:

WHEREAS, the owner desires to retain a multidiscipline Engineering firm to provide Professional Engineering Services forproject generally described as Special Projects/Basic Ordering Agreement;

WHEREAS, the ENGINEER represents and warrants that the ENGINEER, and its subsidiary organizations and subcontractors, meet the criteria set forth in Bid No. 016-061 and that the ENGINEER possesses the necessary knowledge and experience to perform the Work and services herein described; and

WHEREAS, the OWNER desires to retain the ENGINEER on the terms and conditions set forth in this Agreement and the ENGINEER has agreed to accept such retainer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1: TERM

The term of this AGREEMENT shall be for an initial period of ONE (1) year starting with the effective date. The OWNER solely shall have the option to extend this AGREEMENT on a yearly basis for two (2) additional terms, each term to be for a period of one (1) year.

ARTICLE 2: SCOPE OF SERVICES

A. Services are to be provided only at the request of the Owner acting through its Department of Public Works and various other departments. Services will be requested on an as needed basis, and the Owner is not required to request any services. The Owner retains the right to procure engineering services otherwise than by this Agreement.

B. The ENGINEER agrees to furnish the OWNER the following general engineering services on an "as needed" basis:

1. Consultation and advice;
2. Feasibility Studies ;
3. Field Investigation and Engineering Data Collection;
4. Engineering Reports;
5. Land Surveying;
6. Construction Cost Estimating;
7. Design Services, whole or in part;
8. Construction Management and Inspection;
9. Materials Testing;
10. Value Engineering ;
11. Expert Testimony ;
12. Environmental Assessments;
13. Landfill Services;
14. Preparation of O&M Manuals;
15. State of Federal Agency Mandate Compliance.

C. The ENGINEER may be required to accomplish projects which are too large for execution by the OWNER and /or which require special expertise including but not limited to the following:

1. Architectural Services;
2. Aerial Surveys;
3. Bridge Engineering;
4. Composting;
5. Construction Inspection & Administration ;
6. Construction Management;
7. Electrical Engineering;
8. Environmental Permitting ;
9. Environmental Sciences and engineering;
10. Geographic information Systems;
11. Flood Control Systems ;
12. Highway and Street Engineering;
13. Land Surveying ;
14. Building Inspection and Assessments;

15. Mechanical Engineering;
16. Pavement Management;
17. Solid Waste Management;
18. Traffic Engineering;
19. Hazardous Material;
20. Geotechnical Engineering.

D. The ENGINEER will provide a wide range of design and specialized in consulting services through the medium of an appropriately staffed division or subsidiary organizations or subcontractors. The ENGINEER shall require that the subsidiary organizations or subcontractors be directed by a professional engineer with the requisite training and experience in the specialized field. The ENGINEER always retains the primary responsibility for all aspects of the projects as assigned.

E. The ENGINEER will at all times employ, maintain, and assign to the performance of a project a sufficient number of competent and qualified professional and other personnel to meet the project requirements .

F. The ENGINEER shall establish and maintain a Quality Assurance Plan setting forth the ENGINEER'S policy for quality assurance and procedures for implementing the policy. The Quality Assurance Plan must apply to all employees, subsidiaries, and subcontractors engaged in work for the project and must include regular and written procedures for performance of all Project activities, and provide sufficient information to senior management to enable effective supervision of the Project. The existence of the Quality Assurance Plan does not diminish in any way the responsibility of the ENGINEER to perform all work according to the highest standards of professional care.

G. The ENGINEER shall maintain an effective internal control system sufficient to provide controls on Design review, quality assurance, project scheduling, personnel allocation, and financial control.

H. CHANGES:

The OWNER may make or approve changes within the general scope of services in this AGREEMENT. If such changes affect the ENGINEER'S cost or the time required for performance of the services, an equitable adjustment mutually agreeable to the OWNER and ENGINEER will be made through an amendment to this

AGREEMENT. The ENGINEER is required to make a timely written request for any such changes being requested by the ENGINEER.

ARTICLE 3: PROJECT ORDERS

A. FURNISH ALL SERVICES DESCRIBED HEREIN IN ACCORDANCE WITH THE FOLLOWING OVERALL OBJECTIVES:

The Engineer shall provide services as may be required and requested by the Owner. Provision of these services is to be accomplished under a series of definitive written Project Orders from the Owner to the ENGINEER. The Project Order will identify the work to be accomplished the limit of compensation for each Project Order; and the schedule for performing the scope of service.

B. THE PROCEDURE FOR IMPLEMENTING INDIVIDUAL PROJECT ORDERS SHALL BE AS FOLLOWS:

1. THE ENGINEER shall be notified by the OWNER of the specific Project (s) to be performed, where upon the ENGINEER and the OWNER shall mutually formulate a Scope of Services for each Project Order.

2. THE ENGINEER shall prepare a written proposal stating:

   a. The Scope of Services
   b. The proposed schedule for completion:
   c. The estimated staffing, number of man-hours for each profession, Direct labor costs, other direct costs{reimbursable expenses}, and any other anticipated fees or costs associated with the accomplishment of the Project Order:
   d. An estimated compensation cost ceiling for the Specific Project Order; and,
   e. A list of any materials or information required from the OWNER to complete the Project Order Scope of Services.

3. Following OWNER review and approval of the ENGINEER'S proposal, the agreed upon terms and provision shall be prepared in Project Order format **(Appendix A)** and duly executed by both parties. Only the Director of the applicable City Department shall have the authority to execute a Project Order.

4. No work is authorized on the Project Order until the ENGINEER has received a Notice to Proceed from the OWNER for specific Task. Such authorization shall be in the form of a written letter signed by the Director of

the applicable City Department. Any work performed prior to receiving such Notice to Proceed shall be at the ENGINEERS risk. No work on the final design of any project shall be performed by the ENGINEER without the prior written authorization of the OWNER. All requests for change orders to the Project Order must be made in writing and timely (within ten calendar days of the precipitating event or receipt of information) by the ENGINEER or be considered waived.

5. For the purposes of this entire contract, Owner authorization or approval shall mean written approval signed by the Director of the applicable department. No other employee of the applicable City department shall have the authority to authorize or approve any terms, conditions, or changes to project orders or this Agreement.

C. INFORMATION TO BE INCLUDED IN THE ENGINEER'S PROPOSAL FOR THE PROPOSAL FOR THE PROJECT ORDER:

1. The total estimated engineering cost, along with an hourly rate fee schedule must be included for the different job classifications that will be assigned to the project. Individual employee salaries are not required.
2. A summary, by task, of the man-hours projected for each job classification to be assigned to the project shall also be included along with a statement that the fee schedule shall remain valid for the length of the contract.
3. The ENGINEER is required to certify in writing in the proposal that the total estimated engineering cost is based on a Lump Sum "not to exceed" basis which will included all expenses, and that amount will not be exceeded without prior written authorization form the OWNER.
4. Increases or decreases in the scope of the project may result in an adjustment to the approved Lump Sum fee. Authorization to increase the approved Lump Sum fee will not be considered unless it can be clearly established that actual work is required beyond the currently approved scope of work.

5. The work associated with the total project shall be divided into various project tasks, along with the estimated cost for each task identified.

6. The ENGINEER must provide a time schedule, in bar graph form, from the notice to proceed to completion of the various tasks, as well as a statement requiring that the ENGINEER obtain written approval from the OWNER prior to proceeding into the Final Design phase.

7. The ENGINEER shall provide a statement establishing the length of the contract.

8. The ENGINEER shall include a copy of the proposed Organization Chart for the Project for the OWNERS approval. The Organization Chart shall delineate the names, titles and job duties of all the ENGINEERS employees

as well as any sub-consultants/subcontractors responsible for performance under the Project.

9. The ENGINEER shall designate in writing one person for each Project who, on the ENGINEER'S behalf, shall be responsible for directing and coordinating all of the services to be rendered by the ENGINEER under the Project. Such designee shall be subject to the approval of the OWNER based on the experience and professional licensing requirements.

10. A description of the ENGINEERS proposed approach and methods of operation for accomplishing the work of the project.

11. The ENGINEER shall include a statement that all work on the project shall be performed in accordance with the provisions I this document unless otherwise noted. The ENGINEER shall comply with the OWNERS Engineering Specifications/Guidelines –DECEMBER 1991 **(Appendix B)** and Hampden County Registry of Deeds Plan Regulations. **(Appendix C)**

12. The ENGINEER shall indicate an estimated maximum number of record plats that will be required and the fee per plat. The ENGINEER shall include a statement that final fee for this task shall be adjusted based on the actual number of plats prepared.

13. Unless otherwise noted, the original and two (2) copies of the proposal shall be submitted to the Director of the appropriated City department. Original signatures must appear on all copies of the proposal submitted.

D. PAYMENT FOR PROJECT ORDERS:

1. The method of payment shall be the Lump Sum "not to exceed" basis, including expenses, in accordance with Article4 of this Agreement, with monthly billing based on work performed. Concise progress reports must be submitted with each payment request stating work completed and the status of the various project tasks. Payment requests shall correspond directly with the project tasks as outlined in the proposal.

   The following provisions shall be applicable to these payments:
   a. Progress payments will be made up to ninety-five (95%) percent of the total Lump Sum amount.
   b. The remaining five (5%) percent of the total Lump Sum amount will be paid following final acceptance of the completed design documents, report or project deliverable to the Director of the applicable City department. The Date of Final Acceptance shall be determined solely by the Director of the applicable City Department.

c. At such time that either the payment request or the actual work completed reaches fifty (50%) percent of the total amount, the ENGINEER and the OWNER shall meet to review the project status and projected completion schedule.
d. The following statement is to be included on all invoices:

"I certify that the amount of this invoice is just and correct and in accordance with the terms of the contract, and payment thereof has not been previously received."

Signature:_____ Title: _____Date:

ARTICLE 4: COMPENSATION

A. All obligations of the OWNER are subject to the existence of a sufficient appropriation to meet said obligations.

B. The OWNER is not obligated for any compensation or any expenses of any kind unless the OWNER has given prior approval therefore.

C. Compensation by the OWNER to the ENGINEER will be as follows:

(1) A FIXED LUMP SUM, "NOT TO EXCEED" PAYMENT BASIS WHICH WILL INCLUDE ALL EXPENSES.

(2) Compensation shall be in accordance with the ENGINEER 'S proposal attached hereto as **Appendix D:**

(3) For any extension terms, if the OWNER and the ENGINEER do not agree to maintain compensation as set forth in Appendix D, then the Consumer Price Index (C.P.I .U.), The United States City Average-All Urban Consumers, as determined by the Bureau of Labor Statistics, shall be utilized for any price adjustment from the previous year's prices. The compensation for extension terms will not increase greater than the (C.P.I.U.) for the previous twelve (12) months. This index will be computed two (2) month prior to the expiration of this Agreement.

D. BUDGET

1. A total first year budgetary amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) is hereby established for services in ARTICLE 2
   The ENGINEER will make reasonable efforts to complete the work on assigned projects within the project budget and will keep the OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
2. The ENGINEER is not obligated to incur costs beyond the indicated budgets as may be adjusted, nor is the OWNER obligated to pay the ENGINEER beyond these limits.
3. When any budget has been increased, the ENGINEERS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DEFINTIONS

1. DIRECT SALARIES:

   Direct Salaries are the amount of wages of salaries paid to the ENGINEER'S employees for work directly performed on the PROJECT, exclusive of all payroll-related taxes, payments, premiums and benefits.

2. SALARY COSTS:

   Salary Costs are the amount of wages or salaries paid ENGINEER'S employees for work directly performed on the PROJECT.
   Such costs are determined by the ENGINEER'S price proposal attached hereto to Appendix D.

3. DIRECT EXPENSES:

   Direct Expenses are those costs incurred on, or directly for the PROJECT , including but not limited to: necessary transportation costs, including but limited to: necessary transportation costs, including mileage at ENGINEER'S current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing ,binding and reproduction charges, all costs associated with outside consultants,

sub-consultants and other outside services and facilities and other similar costs.

Reimbursement for Direct Expenses will be on the basis of actual charges, without any mark up. A 5% fee may be added to all subcontractors' costs.

ARTICLE 5: TERMS OF PAYMENT FOR PROGRESS PAYMENTS FOR PROJECT ORDERS

A. It is anticipated that progress payments for each Project Order shall be made to the ENGINEER monthly. The ENGINEER shall not be paid more for any Project Order at any time than would be due on a percentage of completion basis with respect to that Project Order as determined by the OWNER.

B. The OWNER need not process a request by the ENGINEER for payment unless the ENGINEER submits invoices meeting the following conditions:

1. Proper Invoice: In addition to any other requirement set forth in this contract with respect to what constitutes a proper invoice for the ENGINEER to be entitled to receive payment, the ENGINEER 's invoice, in triplicate, must set forth per the following:

   a. A description, with specificity , of the goods delivered, work performed, services rendered, or other event initiating entitlement to payment pursuant to the terms hereof.

   b. That portion of the contract price related to such payment less any deductions, such as retainage, required pursuant to the terms hereof.

   c. The contract number: Should the invoice not be calculated correctly, such as not taking into account retainage as a deduction, the OWNER may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation.

2. Supporting Documentation: In addition to any other requirement set forth in this contract with respect to what supporting documentation must accompany an invoice , the

following documents must be attached to any invoice submitted by the ENGINEER:

a. A completed itemized listing of all employees, by name, with and itemization of hour worked and hourly rates.

b. Out of Pocket Expenses: A summary showing all charges that are actual and are in conformity with the contract and have not previously been charged. In addition, copies of paid invoices are required.

c. Such other supporting documentation as the sub-consultant's payment forms and support, or similar.

d. For contracts requiring payment upon milestones of performance a certificate, or equivalent document, that the milestone has been achieved.

e. Any other documentation reasonably requested by the OWNER.

ARTICLE 6: OBLIGATIONS OF THE ENGINEER

Amendments to ARTICLE 6, if any, will be included in the Project Order.

A. SUBSURFACE INVESTIGATIONS:

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, the OWNER and the ENGINEER acknowledge that changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. The ENGINEER shall use the ENGINEER 'S best efforts to keep the OWNER fully appraised regarding subsurface conditions.

B. ENGINEERS ' PERSONNEL AT CONSTRUCTION SITE:

1. The presence or duties of the ENGINEER 'S personnel at a construction site, whether as onsite representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible

for those duties that belong to the OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordination and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work.

2. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except ENGINEER 'S own personnel.

C. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the OWNER'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the ENGINEER 'S opinions, analyses, projections or estimates. When the OWNER requires the ENGINEER to prepare quantity and material take-offs and/or opinions of cost from plans and specifications that are less than one hundred (100%) percent complete, the ENGINEER will not be responsible for any and all loss, liability or claims resulting from the incompleteness.

D. CONSTRUCTION PROGRESS PAYMENTS:

Recommendations by the ENGINEER to the OWNER for periodic construction progress payments to the construction contractor will be based on the ENGINEER 'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects, that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between OWNER and the construction contractor that affect the amount that should be paid.

E. RECORD DRAWINGS :

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact locations, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings as long as the ENGINEER reasonably believes such information to be correct.

F. ACCESS TO ENGINEERS ACCOUNTING RECORDS:

Right to Audit: The Engineer shall maintain books, records, and accounts of all costs in accordance with generally accepted accounting principles and practices. The OWNER or its authorized representative shall have the right to audit the books, records, and accounts of the ENGINEER under any of the following conditions:

1. If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents in order to arrive at equitable determination of costs;

2. In the event of a disagreement between the ENGINEER and the OWNER on the amount due the ENGINEER under the terms of this Contract;

3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the ENGINEER, or the ENGINEER'S efficiency or effectiveness under this Contract or in connection with extras, changes, additions, back charges, or other, as may be provided for in this Contract; and/or

4. If it becomes necessary to determine the OWNER 'S rights and the ENGINEER' S obligations under the Contract or to ascertain facts relative to any claim against the ENGINEER which may result in Charge against the OWNER.

5. To provide any required information to a funding source of the OWNER.

6. Under these stated conditions , The OWNER shall have unlimited access during normal working hours to the ENGINEER 'S books and records for an audit; and the ENGINEER shall cooperate with the performance of the audit including but not limited to providing copies of requested documents.

G. ENGINEER'S INSURANCE:

The ENGINEER will maintain at a minimum throughout this AGREEMENT the following insurance:

1. Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the ENGINEER or of any of its employees, agents, or subcontractors, with
$1,000,000 combined single limits.

4. Professional liability insurance of $2,000,000.

5. OWNER will be named as an additional insured with respect to liabilities hereunder in insurance coverages identified in items "2" and "3", and ENGINEER waives subrogation against OWNER as to said policies.

H. If the ENGINEER claims that the ENGINEER or any of its subsidiaries or sub-contractors is held up or cannot perform the work because of a failure on the part of the OWNER, then the ENGINEER must timely (within ten calendar days of the knowledge of this failure) and in writing inform the OWNER of this fact or the claim is considered waived.

I. CONTRACTOR INDEMNIFICATION:

Regarding all Construction Contracts for which the ENGINEER provides assistance to the OWNER, the ENGINEER agrees to include the following paragraph in all such construction contracts for the Owner that are associated with this project.

1. It is mutually covenanted and agreed that the relationship of the Contractor and the OWNER to the work to be performed by the Contractor under this Contract shall be that of an independent contractor. The Contractor will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work and as the result of any action, omission or operation under the Contract or in connection with the Work under the Contract, whether such action, omission or operation is attributable to the Contractor, the Subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances.

2. The Contractor shall indemnify, hold harmless, and defend the OWNER and ENGINEER, their employees, agents, servants, and representatives from and against any and all claims, suits, demands, actions, costs (including attorney 's fees) and damages of whatever nature, regardless of the merit thereof, which may be asserted against the OWNER and/or ENGINEER on account of any such damages or injuries including death, arising out of or resulting from the performance

of the Contractor's Work or the failure to perform the Contractor's Work, or the failure to perform the Contractor's Work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Contractor's Work, whether or not such damages or injuries, including death, are caused in part by the negligence of the OWNER and/or ENGINEER, their employees, agents, servants or representatives; provided, however, that the Contractor shall not be obligated to indemnify the OWNER and /or ENGINEER hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of the OWNER and/or ENGINEER.

3. The indemnification obligations under this Article shall not be affected in any way by any limitation on the amount or type of damages, compensation or benefits payable by for the Contractor or Subcontractor under worker's or workman's compensation acts,Disability benefit acts, or other employee benefit acts.

4. The obligations of the Contractor under this Article shall not Extend to the liability of the ENGINEER, his agents, or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, and reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

5. The above indemnification language will be the standard provisions included in OWNERS Construction Contract Documents.

J. LITIGATION ASSISTANCE:

The Scope of Services will include services of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation under taken or defended by the OWNER. All such services required or requested of the ENGINEER; except for suits or claims between the parties to this AGREEMENT shall be reimbursed as mutually agreed, and payment for such services shall be in accordance with ARTICLE 5.

K. SERVICES OF ENGINEER:

The OWNER 'S specifications/guidelines for typical land survey, street

design and/or drainage design are included in **Appendix B**, unless this Agreement is modified or terminated, the OWNER will have all services specified in this AGREEMENT performed by the ENGINEER, employing OWNER'S standard form and content of drawings and specifications except as may be modified in the Project Order. The ENGINEER shall also comply with the Registry of Deeds Plan Regulations **(Appendix** C).

ARTICLE 7: OBLIGATIONS OF THE OWNER:

Amendments to ARTICLE 7, if any, will be included in the Project Order.

A. OWNER-FURNISHED DATA:

The OWNER may provide to the ENGINEER all technical data in the OWNER 'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the ENGINEER 'S services on the PROJECT. The ENGINEER may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.

B. ACCESS TO FACILITIES AND PROPERTY:

The OWNER will make its facilities accessible to the ENGINEER as required for the ENGINEER' S performance of its services and will provide labor and safety equipment as required by the ENGINEER for such access. The OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of the OWNER' S facilities as may be required in connection with ENGINEER 'S services, unless otherwise agreed to. The OWNER will be responsible for all negligent acts of OWNER 'S personnel.

C. ADVERTISEMENTS, PERMITS, AND ACCESS:

Unless otherwise agreed in the Scope of Services, the OWNER will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by local, state, province, or federal authorities; and land, easements, right- of-way, and access necessary for the ENGINEER' S services or PROJECT construction.

D. TIMELY REVIEW:

The OWNER may examine the ENGINEER'S studies, reports , sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor , accountant , auditor, and other

consultants as the OWNER deems appropriate; and render in writing decisions required of OWNER in a timely manner. Such review or examination shall not diminish the ENGINEER' S responsibilities under this Agreement.

E. PROMPT NOTICE:

The OWNER will give prompt written notice to ENGINEER whenever the OWNER observes or becomes aware of any development that affects the scope or timing of the ENGINEER 'S services, or any defect in the work of the ENGINEER or construction contractors. The giving or failure to give such notice shall not diminish the ENGINEER' 'S responsibilities under this Agreement.

F. ASBESTOS OR HAZARDOUS SUBSTANCES AND INDEMNIFICATION:

If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the ENGINEER shall immediately notify the OWNER and may stop its own work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the ENGINEER will, if requested, assist the OWNER in contacting regulatory agencies and in identifying asbestos testing laboratories and demolition/ removal contractors or consultants.

If asbestos is confirmed, the OWNER may engage a specialty consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the ENGINEER may conduct tests as directed by the OWNER to determine the extent of the problem and may perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

ARTICLE 8: GENERAL LEGAL PROVISIONS

Amendments to ARTICLE 8, if any, will be included in the Project Order.

A. AUTHORIZATION TO PROCEED:

Execution of this AGREEMENT by the OWNER will be authorization for ENGINEER to proceed with the work when ordered by the OWNER, unless otherwise provided for under this AGREEMENT.

B. REUSE OF PROJECT DOCUMENTS:

All designs , drawings, specifications, documents, and other Work Products of the ENGINEER are instruments of service for the PROJECT whether the PROJECT is completed or not and they become the property of the OWNER The ENGINEER does not warrant or represent that any Work Products are suitable for use on any project other than this project, and that any such reuse without specific written authorization by the ENGINEER will be at the sole risk of the OWNER , and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, losses and expenses arising out of any unauthorized reuse of said documents.

C. FORCE MAJEURE:

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events that are within the exclusive control of the OWNER.

D. TERMINATION:

1. Termination of Contract by the OWNER for Cause If, through any cause, the ENGINEER shall fail to fulfill to the OWNER' S satisfaction in a timely and proper manner the ENGINEER 'S obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract, by specifying the effective date thereof, in writing, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the ENGINEER under this contract shall, at the option of the OWNER, immediately become the property of the OWNER and shall immediately be delivered by the ENGINEER to the OWNER, and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

2. Remedies of the OWNER:

In addition to the right to terminate the contract, the OWNER shall also have the right to secure substitute services at the expense of the ENGINEER, require the ENGINEER to perform the promised services, withhold further payment from the

ENGINEER until the services are performed, or, if applicable, call the ENGINEER'S letter of Credit/Escrow Funds to the extent of the loss caused to or costs incurred by the OWNER as a result of the ENGINEER's failure to perform.

3. In the event of termination of this Agreement, at the option of the OWER, all originals of documents, data, papers, studies and reports prepared by the ENGINEER immediately shall become OWNER property and immediately be delivered by the ENGINEER to the OWNER. In the event of such termination, the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

4. Notwithstanding the forgoing, this Agreement may be terminated with or without cause and for convenience by the OWNER by giving the ENGINEER thirty (30) calendar days written notice of termination signed by the Mayor or his designee, however, the ENGINEER shall be entitled to receive payment for all work satisfactorily completed up to the effective date of termination.

E. SUSPENSION, DELAY OR INTERRUPTION OF WORK:

The OWNER may suspend, delay or interrupt the services of the ENGINEER for the convenience of the OWNER. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the PROJECT 'S schedule, commitment and cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. NO THIRD PARTY BENEFICIARIES:

This AGREEMENT gives no rights or benefits to anyone other than the OWNER and ENGINEER and has no third party beneficiaries.

G. INDEMNIFICATION:

The ENGINEER shall indemnify, defend, and hold the OWNER harmless from and against claims, liabilities, suits, loss, cost, expense, and damages to the extent arising from any act or omission of the ENGINEER, his employees, officers, agent, subcontractors and affiliates, in performance of the work

and services pursuant to this contract. Such indemnification shall include, but not be limited to, claims of breach of contract or warranty, fault, tort, including negligence, strict liability, statutory or regulatory violations.

H. ASSIGNMENT:

Neither party shall have the authority to assign all or any part of this AGREEMENT without the prior written consent of the other party.

I. INTERPRETATION:

Releases from indemnities against, limitations on, and assumptions of liability and limitations on remedies expressed in this AGREEMENT shall apply even in the event of breach of contract or warranty, fault, tort including negligence, strict liability, statutory, or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

J. JURISDICTION:

This is a Massachusetts Contract. The law of the Commonwealth of Massachusetts shall govern the validity of the Agreement, its interpretation and performance, and other claims related to it. Any actions resulting from the interpretation of, performance of, or related in any way to this Agreement shall be brought in the Superior Court of Hampden County, Massachusetts sitting in Springfield, (except for claims by the City of a value less than $25,000.00 which shall be brought in the District Court sitting in Springfield, Massachusetts), or the United States District Court for the District of Massachusetts, sitting in Springfield, Massachusetts.

K. SEVERABILITY AND SURVIVAL:

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as

if such invalid, illegal or unenforceable provision had never been contained herein.

L. ARTICLES 6, 7 and 8 shall survive the termination of this AGREEMENT for any reason.

ARTICLE 9: ADDITIONAL TERMS AND CONDITIONS: The following terms and conditions are included as part of this AGREEMENT:

A. The ENGINEER shall maintain an Affirmative Action Program regarding the recruitment of minorities and of women that is consistent with the objectives and goals of the Massachusetts State Office of Minority and Women Business Assistance.

B. Subletting of Contract or Contract Funds: The ENGINEER shall not assign, transfer , convey, sublet or otherwise dispose of this contract or of his right, title or interest therein, or of the power to execute such contract to any other person, firm or corporation, without the prior written consent of the OWNER. In no case shall such consent relieve the ENGINEER from the ENGINEER'S obligations or change the terms of this contract.

C. Safeguarding of Information: Any materials given to or prepared by the ENGINEER under this contract shall not be sold or otherwise made available to any individual or organization without prior approval of the OWNER.

D. Nondiscrimination: During the performance of this contract, the ENGINEER agrees as follows:

(1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, disability, family status or national origin, or any other unlawful discrimination, except where the ENGINEER can prove that religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The ENGINEER, in all solicitations or advertisements for

employees placed by or on behalf of the ENGINEER, will state that such ENGINEER is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal and Massachusetts law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

(4) The ENGINEER will include the provisions of paragraphs (1), (2) (3) above in every subcontract or purchase order so that the provisions will be binding upon every subcontractor or vendor.

E. Conflict of Interest: Upon the request of the Director of the appropriate City department or any authorized agent of the OWNER, as a prerequisite for any payment requested by the ENGINEER pursuant to the terms of this contract, there shall be furnished to the OWNER a statement, under oath, that no officer or employee of the City of Springfield or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City of Springfield and no member of such person 's immediate family, including spouse, parent or children, or any other such family member, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, or in any other manner , remuneration arising from or directly or indirectly related to this contract .

F. Prohibition against Contingent Fees:

The ENGINEER by entering into this Agreement hereby certifies that the ENGINEER has not employed any company or person other than a bona fide employee working for the ENGINEER to secure this agreement and the ENGINEER has not paid or agreed to pay any person, company or corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any favor, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this or any other agreement . It is the ENGINEER' S understanding that in the event of a breach or violation of the provision, the OWNER shall have the right to terminate this or any other agreement with the ENGINEER immediately and without liability and at the OWNER 'S discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

G. The Director of the appropriate City department shall decide on all matters of contract dispute as raised by the ENGINEER.

H. Decreases and Work Not Performed: If deemed expedient, the OWNER or ENGINEER may decrease the scope of work without effecting enforcement of this contract. If the work is not performed, the ENGINEER and the OWNER shall mutually agree upon the credit due to OWNER based on the reasonable value of the work deleted.

I. Attorney's Fees and Other Expenses: The ENGINEER will not litigate or otherwise pursue any frivolous or unsubstantiated claims. If an ENGINEERS claim is without substantial justification, the ENGINEER will reimburse the OWNER for all costs and expenses and attorney's fees associated with defending such claim.

J. Compliance: The ENGINEER shall comply and all design work shall conform to all applicable and current additions or revisions of Massachusetts Statewide Building Code, at the time of the design work.

K. ENGINEER'S Representations: By entering into this Contract with the OWNER, the ENGINEER represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1. That the ENGINEER is experienced in and competent to perform the type of work required;
2. That the ENGINEER is financially solvent, able to pay the ENGIN EER 'S debts as they mature , and possesses sufficient working capital to initiate and complete the work required under the Contract;
3. That the ENGINEER is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work of those employed therein , including but not limited to any special acts relating to the work or any part thereof ;
4. That such temporary and permanent work required by the Contract which is to be done by the ENGINEER will be satisfactorily performed in accordance with paragraph ·6 below;
5. That the ENGINEER will fully comply with all

requirements of the Contract Documents ;

6. That the ENGINEER will perform the work consistent with sound engineering practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with high industry standards and in the OWNER'S interest;
7. That the ENGINEER will furnish efficient business administration and experienced management and an adequate supply of employees at all times ; and

8. That the ENGINEER will complete the work within the Project/Task Time, milestones, and price, unless adjusted by mutual agreement of the parties hereto.

L. The OWNER retains the right to procure similar engineering services outside of this contract if it deems it to be in the OWNER'S best interest.

M. Any notices to be given to the OWNER under this Agreement shall be given to the Director of the applicable Department of the City. Any notices to be given to the ENGINEER shall be given to Authorized Representative, Company, Inc., Address Road, City/Town, State, and Zip.

ARTICLE 10: ATTACHMENTS, SCHEDULES AND SIGNATURES:

This AGREEMENT including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Attachments and Schedules are hereby made a part of this AGREEMENT:

Append ix A - Project Order Format
Appendix B - Owner's Engineering Specifications/Guidelines
Append ix C - Hampden County Registry of Deeds Plan Regulations
Appendix D - ENGINEER'S Price Proposal

(Signature Page Follows)

CONSULTANTS

Approved as to Appropriation

_____

Comptroller

Approved as to form:

_____

Associate City Solicitor

_____

Acting Chief Administrative & Financial Officer

Reviewed by:

_____

Finance Department

CITY OF SPRINGFIELD

_____

Chief Procurement Officer

_____

Director of Public Works

Approved:

_____

DOMENIC J. SARNO, MAYOR

Signed this _____ day of _____,

Appendix A

SAMPLE PROJECT ORDER FORMAT

CITY OF SPRINGFIELD, MA

DEPARTMENT OF PUBLIC WORKS

PROJECT ORDER NO._____

TO:

_____

(ENGINEER)

IN ACCORDANCE WITH ARTICLE I THROUGH Vii OF THE CONTRACT FOR

SPECIAL PROJECTS/BASIC ORDERING AGREEMENT

The following is ordered:

A. Scope of work:

B. Compensation shall be:

C. Schedule:

Accepted by the (ENGINEER)	Approved by the (OWNER)
(Title)	(Title)
(Date)	(Date)

APPENDIX B

DECEMBER 1991

OWNERS ENGINEERING SPECIFICATIONS/GUIDELINES

The basic land surveying and engineering services to be provided to the OWNER by a firm will be performed to the following standards and will be comprised of the following phases of work for a typical land survey, street design and/or drainage design:

1. Surveying Phase
2. Preliminary Design
3. Final Design

The work to be performed by firms under each of these phases is outlined below:

Section V. Land Surveying Phase

1. Assemble all available data from existing records relative to utilities, properties, topography, streets and land use, which may affect the engineering design of the project.
2. Make field surveys of existing conditions. The surveys shall provide all data which may be required for the preparation of the final plan, construction contract drawings and record plats. Plans are to be acceptable for filing at the Hampden-County Registry of Deeds and meet the City of Springfield Department of Public Works guidelines. The surveys shall include but not be limited to the following information:

2.1 A referenced traverse, including computations, with a minimum closure of 1:35, 000. The OWNER shall specify the traverse base to be utilized.

2.2 Sufficient property corner ties shall be made to permit accurate computation of all property lines adjacent to and departing from the proposed areas of construction: the preparation of all plats of easement, right-of-ways or land acquisitions as required ; and the accurate establishment of these lines in the field. Apparent voids or overlaps in property lines shall be noted and shown.

The purpose of this information is to allow be property corners in areas disturbed during construction to be reset.

2.3 A series of referenced elevation benchmarks with a maximum distance of 300 Feet apart minimum second order level results on OWNER specified datum.

2.4 Strip topography, printed on polyester film, to be run for the entire length of the project area as follows:

- Minimum width of 150 feet road and community improvement projects
- Minimum width of 100 feet for storm sewer and sanitary sewer projects
- Minimum width of 50 feet for sidewalk and trail projects. At locations Along an existing road, this width shall extend from existing edge of pavement

Topography to be 20 feet to the inch, two-foot contour interval, for storm drainage, community improvement, sidewalk, trail and road projects and at 40 feet to the inch, two-foot contour interval for sanitary sewer projects, including the following for all projects: telephone, power poles and lines; where not in a forest, trees four or more inches in diameter along with shrubbery in developed areas. In addition, all residences along with first floor and/or basement elevations shall be noted on all projects. Topography may be a separate overlay

2.5 Horizontal location of underground conduits or sanitary sewer, stone drainage, water, telephone, electric, gas oil cable t.v. etc. by field surveys. Existing utility companies to be contacted and arrangements made for them to field located their existing facilities. The location of existing utilities from office records will not be acceptable. The elevation of underground conduits shall be determined by any method other than baring and excavation.

2.6 Perform all office work required to plot the above information and prepare the base sap(s) need for the base design drawings. Prepare reproducible base sheet (:) showing the topography, street lines(meets and bounds property lines, utilities, right-of-ways, easements and horizontal. And vertical control information. The base sheets(s) are to be prepared at the scale specified in III B, with two-foot contour intervals for all projects. The horizontal and vertical control will include, but not be limited to the following:

ARTICLE1. Horizontal

(1) Plot the traverse on the base sheet with bearing and distances shown.

(2) Tie traverse stations to centerline of right of way of proposed construction and all existing structures or control stations with bearings and distances. (Sidewalk and trail projects may be set up with baseline tied to traverse and offset distance provided from baseline).

(3) Show coordinates of traverse stations, structures, or control stations and all property corners adjacent to route of proposed construction.

(4) Reference traverse station on base sheet, i.e. designation of object used as a traverse station: H & T, P.K, L Pin, cutnails, spike, etc.

(5) Tie traverse stations to a minimum of two permanent reference marks.

ARTICLE 2. Vertical

(1) Describe B.M. on base sheet.

B.M. ELEV. 256.95 (CITY Datum)
Chiseled"X" on top of curb-inlet west side of Main Street

(2) Plot B.M. on base sheet at proper locations, i.e.

2.7 The survey crew will make a special effort to advise the property owners of their presence prior to entering upon a property to perform the survey work. This notification procedure should be especially adhered to on all property that will require the cutting or trimming of trees, brush undergrowth, etc. Notification can be accomplished by telephone or by the survey personnel directly informing each resident. All efforts shall be made to located benchmarks and traverse stations in the right-of-way to minimize property disturbance.

SECTION VI. Preliminary Design

1. Develop preliminary designs and computations and prepare preliminary drawings and/or graphics showing the extent and scope of the project in detail suitable for use in public meetings. The preliminary design will be of sufficient detail to reasonably ensure the feasibility of obtaining the required approvals, permits and future construction of the project.

2. Contact private and public utility companies and others whose facilities may be affected by the proposed construction. Obtain from such companies the available horizontal and vertical location of existing facilities to supplement the field locations provided together with any proposed new construction charges or relocations.

3. OWNER or its designated agents(s), may obtain the detailed horizontal and vertical location via the use of test pits of all underground conduits that cross the proposed facilities that are being designed by the ENGINEER. The ENGINEER shall cooperate with OWNER or its designated agent(s) in providing any information that is required to dig the test pits. In addition, the ENGINEER shall provide the field survey stakeout as required to define the horizontal location of all proposed facilities where a test pit(s) is required.

4. Upon receipt of the test pit data, the ENGINEER shall investigated the feasibility of redesigning the proposed facilities in order to eliminated the projected conflicts OWNER shall be advised of the results of this investigation and of the extent of utility conflicts.

5. If necessary, perform or cause to be performed the required geotechnical investigation (see Subsurface Soil Investigation).

6. Prepare a preliminary estimate of the quantities and cost of construction based on current unit prices for materials and labor.

7. Determine the limits of property, existing easements and rights –of-way by a detailed review of the recorded land records including any Land Court Records. A determination is to be made on the need for additional easements required for the construction of the project along with advising the OWNER of such requirements.

8. Attend detailed conferences with the OWNER and participate in citizens meetings. The ENGINEER shall prepare meeting minutes of all meetings which are to be forwarded to OWNER within five working days. Unless specifically requested, the ENGNEER shall not be required to attend citizen meetings for sidewalk and trail projects.

9. On road and community improvement projects, a street lighting plan will be prepared by the OWNER using the preliminary plans prepared by the ENGINEER. This plan will be forwarded to the ENGINEER for coordination and inclusion into the final plans.

10. All road improvement projects and community improvement projects will include a standard five-foot concrete walkway(s) unless specifically deleted from the scope of work.

11. The location of the proposed sidewalk(s) shall be in accordance with the OWNER'S specification, unless otherwise noted by OWNER. Any soil tests associated with determining the need for under drains shall be the responsibility of the ENGINEER.

12. All road and community improvement projects will meet the Standard Specifications for Highways and bridges, Commonwealth of Massachusetts, Department of Public Works. 1988:and Commonwealth of Massachusetts Design Criteria and Construction Standards, 1977; as well as the street design section of the City of Springfield Subdivision Regulations, 1991, unless specified otherwise.

SECTION VII. Final Design

1. No work will be initiated on final design until written authorization is received from OWNER.

2. Develop complete designs and computations and prepare final contract drawings showing all proposed construction in sufficient detail to ensure the granting of all necessary, approvals and permits by all affected regulatory agencies and utility companies and to ensure proper execution of the work by a contractor. All plan and profile sheets shall include a graphic scale as follows unless otherwise approved:

   2.1 Storm drainage, sidewalk, trail, road and community improvement projects: Horizontal 1" -40'; vertical 1"=6'

   2.2 Sanitary sewer projects: Horizontal 1"-40': vertical1"=6'

   2.3 On street design plans where a proposed curb, berm, center line or gutter grade will be required profiles of the ground as it exists at each street line shall be shown and identified as such.

   All such proposed elevations shall be stationed at a maximum of fifty (50) feet intervals for the entire length of each street and at every change of grade. When the proposed

street is a continuation of an existing street the stationing there of shall be a continuation from the end of the existing street.

2.4 All points of curvature, points of tangency, intersections, catch basins, manholes, points of tangency of vertical curves shall be stationed.

2.5 The proposed layout and profile of sanitary and storm water lines shall include their location, size, type of material to be used, as well as their related structures. All other utilities shall be located on the Plot portion of the plan. Differentiation shall be made between existing and proposed services.

3. Prepare any special provisions for the project to the construction specifications and reference on the plans.

4. Prepare an Engineer's estimate of the final design quantities and cost of construction based on current unit prices for material and labor.

5. Prepare individual record plats for permanent easements, dedication to public street purposes (Acceptance Plans) and temporary construction or grading easements which will be required for the construction of the project. The record plats shall include:

5.1 "Take" areas computed in square feet and indicated in the lower left hand portion of the plat.

5.2 Two points referenced by OWNER specified traverse base, unless modified.

5.3 Metes and bounds on all "take" areas including complete curve data.

5.4. The same scale as the design drawings, unless approved otherwise by the OWNER, and be on 24" x 36" polyester film whenever possible.

6. Final design plans shall be 4 mil polyester film and will include standard Department of Public Works (DPW) cover sheet with locus map, general notes sheet with erosion / sedimentation requirements as needed along with plan / profile and standard detail sheets. Liberal use of details is encouraged. All sheets, except DPW cover sheets should have OWNERS title block. All plans shall also meet the requirements of the Hampden County Registry of Deeds (see Appendix C.)

6.1 All road projects shall include a revision data sheet.

APPENDIX C

HAMPDEN COUNTY REGISTRY OF DEEDS

PLAN REGULATIONS

AMENDMENTS UNDER THE GENERAL LAWS, CHAPTER 36, SECTION 13A, APPROVED BY THE ATTORNEY GENERAL ARE EFFECTIVE JANUARY 1, 1976 ARE AS FOLLOWS:

1. Plan sizes shall be a minimum of eight and one'-half inches by eleven inches (8 1/2' X 11') and a maximum of twenty-four inches by thirty-six inches (24' X 36').

2. Plans being presented for recording shall be on linen or polyester film, single matte with a thickness of .004 mils, and must have an opacity so as to allow consistent diazo and microfilm reproduction.

3. All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability.

4. Linen or polyester reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.

5. Each plan shall have three quarter inch (3/4') borders.

6. The minimum letter size on plans presented for recording shall be one eighth inch (1/8').

7. Each plan presented for recording shall include a graphic scale.

8. Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966.

9. Each plan shall have a three and one-half inch (3 1/2') square reserved for Registry use.

10. Each plan must contain a certification clause signed by the preparer stating that he/she has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.

CITY OF SPRINGFIELD
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD MASSACHUSETTS 01103

Friday, October 9, 2015
Addendum No. 1 Bid No. 16-061 – On-Call Professional Engineering Services
Bids are due on: October 14, 2015 at 2:00 P.M.

Ladies and Gentlemen:

This is an addendum to the above bid. Special Attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request. Bid responses must acknowledge this and all addenda. Failure to acknowledge this addendum may result in rejection of bid.

The following addresses questions that have been received by the City:

Question 1: *The RFQ asks for the Affirmative Action Plan to be included in the executive summary and in Tab 7. Would you like to see it in both locations, or can we just include it in one?*

Answer 1: **One location is fine.**

Question 2: *Should [we] carry a team who can provide engineering for any of the tasks listed in Section 4 – Scope of Work, correct?*
As well, can you tell me other firms who have been awarded this contract in the past?

Answer 2: **The selected engineering firm(s) will provide a wide range of design and specialized consulting services through the medium of appropriately staffed divisions, subconsultants or subsidiary organizations. To be properly qualified to render specialized engineering services, the division, subconsultant or subsidiary organization must be directed by a professional engineer with training and experience in the specialized field. The Consultants will have prime responsibility for all aspects of the projects as assigned. It is understood that the Consultant selected may not have on-staff all of the fields of expertise and engaging subconsultants may be necessary on some projects.**
With regard to subconsultants, if firms identify specific outside firms to prove certain services, the required information identified in Section 2 of this document. Depending upon the services identified, it may be necessary to have the subconsultant attend the oral presentation / interview, if invited.
This procurement and scope of services will be limited to the extent that statutory procedures govern the selection of engineers for certain types of projects.

Currently the City has 5 consultants under contract –Tighe & Bond, Alfred Benesch, Fuss & O'Neill, Weston & Sampson and VHB.

Question 3: *A quick question regarding the Rates... Do we need to submit the hourly rates in a separate envelope or it can be combined with the regular proposal?*

Also, do we need to have a DSB master file on board with DCAMM in order to submit for this proposal?

Answer 3: **Please direct the potential bidder to Section 2 – Submittal Procedures and Format, Submission Format. This details the sequence and format in which the submission package should be arranged.**

The submission package should be in the sequence and format listed. Submission should have divider pages and be titled as stated.

There is no requirement in the RFQ to have a DSB master file on board with DCAMM in order to submit for this proposal. Having a DSB master file may be beneficial if work becomes available that is subject to the requirements of any potential state funded projects that the City may undertake.

Question 4: *Can you clarify whether the $500,000 cited on the Estimated Construction Cost represents the maximum fees which will be paid to the selected consultant(s) on a yearly basis or does it represent the maximum construction cost for all projects completed within the year?*

Answer 4: **Refer to: Section 4 – Scope of Work, General**

The City of Springfield acting through its Department of Public Works (DPW) wishes to engage one or more multi-disciplined engineering [*firm(s)*] for a variety of services on an "as-needed" basis. The procurement will cover the general engineering needs of the DPW and various other City Departments.

Payment for services (fees) under this contract will be taken from the budgeted amount allocated to this work.

The $500,000 is the budgetary number from which design service fees will be taken from. The cost of the work resulting from any design services is not discussed in the RFQ and will be based on what the city chooses to have done and implementation [with] funding available.

Question 5: *Under Executive Summary it says to include Cover Page. Does that refer to the Project Manual Page which is the very first page of the RFQ?*

However, this page also states "This form must be completed and signed at the time of the Bid Opening"

I would appreciate if clarification can be provided for this.

Ok...so we need to sign and then include it in the proposal?

Answer 5: **Yes, the very first page of the RFQ is the cover page (and the words "Project Manual" on it), and it is required to be signed, executed, etc. with your bid.**

Question 6: Can you please clarify and explain Article 8 Section I (Interpretation)? We need to be clear on what this means exactly.

Answer 6: **(1) Releases from indemnities against liability, (2) limitations on liability, (3) assumptions of liability, and (4) limitations on remedies expressed in this AGREEMENT shall apply even in the event of any cause of action (except for willful or reckless disregard of obligations), including but not limited to breach of contract, breach of warranty, fault, tort (including negligence), strict liability, or statutory cause of action of the party released or indemnified, or whose liability is limited or assumed or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.**

If you have sent your response, you may send any changes to the Office of Procurement before the time for opening. These must be sealed with the name of your firm and the bid number clearly marked on the envelope.

Sincerely,
Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via fax to (413) 787-6295 or email to Lauren Stabilo at lstabilo@springfieldcityhall.com. Failure to acknowledge addendum may result in rejection of bid.

Signed: _____
(Title)

Company: _____
(Please print)

Client#: 588801 FUSSONEI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Beverly Adamick
USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 203 634-5701 E-MAIL ADDRESS: Beverly.Adamick@usi.biz

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	INSURER A : Hartford Fire Insurance Co	19682
	INSURER B : Travelers Property Cas. Co. of	25674
	INSURER C : Twin City Fire Insurance Compan	29459
	INSURER D : Lexington Insurance Company	19437
	INSURER E : Hartford Casualty Insurance Com	29424
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			31UUNBT5743	09/17/2015	09/17/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
E	AUTOMOBILE LIABILITY			31UENBW3089	09/17/2015	09/17/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	X ANY AUTO			31UENAA1976	09/17/2015	09/17/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP41M1382715NF	09/17/2015	09/17/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			31WELB7393	09/17/2015	09/17/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
D	Professional/ Environmental Claims Made			021456801	09/17/2015	09/17/2016	$5M each claim /$5M Agg $300,000 Retention No Retro Date Applies	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

** Supplemental Name **
Fuss & O'Neill, Inc.
Fuss & O'Neill EnviroScience, LLC
Fuss & O'Neill Manufacturing Solutions, LLC
Fuss & O'Neill Design/Build Services, LLC
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Springfield
Attn: Brian Kenney, Assistant Purchasing Agent
Room 307, 36 Court Street
Springfield, MA 01103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

Fuss & O'Neill Consulting Engineers, P.C. dba Fuss & O'Neill of New York

RE: Project #20121457.A10; Project Name: Springfield - DPW On-Call Professional Engineering; Project Manager: Steve Savaria; Project Location: City of Springfield, Various Locations.
The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the City of Springfield, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the premises referenced above.

Client#: 588801 FUSSONEI1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
530 Preston Avenue
Meriden, CT 06450
855 874-0123

CONTACT NAME: Beverly Adamick
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 203 634-5701
E-MAIL ADDRESS: Beverly.Adamick@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Travelers Property Cas. Co. of	25674
INSURER C : Twin City Fire Insurance Compan	29459
INSURER D : Lexington Insurance Company	19437
INSURER E : Hartford Casualty Insurance Com	29424
INSURER F :	

INSURED
Fuss & O'Neill, Inc.
146 Hartford Road
Manchester, CT 06040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			31UUNBT5743	09/17/2015	09/17/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
E	AUTOMOBILE LIABILITY			31UENBW3089	09/17/2015	09/17/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	X ANY AUTO			31UENAA1976	09/17/2015	09/17/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP41M1382715NF	09/17/2015	09/17/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			31WELB7393	09/17/2015	09/17/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
D	Professional/ Environmental Claims Made			021456801	09/17/2015	09/17/2016	$5M each claim /$5M Agg $300,000 Retention No Retro Date Applies	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Supplemental Name **
Fuss & O'Neill, Inc.
Fuss & O'Neill EnviroScience, LLC
Fuss & O'Neill Manufacturing Solutions, LLC
Fuss & O'Neill Design/Build Services, LLC
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Springfield
Attn: Brian Kenney, Assistant Purchasing Agent
Room 307, 36 Court Street
Springfield, MA 01103

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John J. Wenke

PXLZP

DESCRIPTIONS (Continued from Page 1)

Fuss & O'Neill Consulting Engineers, P.C. dba Fuss & O'Neill of New York

RE: Project #20121457.A10; Project Name: Springfield - DPW On-Call Professional Engineering; Project Manager: Steve Savaria; Project Location: City of Springfield, Various Locations.
The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the City of Springfield, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the premises referenced above.