

TOWN OF EAST BRIDGEWATER

American Rescue Plan Act

Submitter: John Shea on behalf of the Recreation Committee
(Name of Person Submitting Application)

Department/Board/Committee to Oversee/Maintain the Project: Recreation Committee

Date: 9-10-22

Amount Requested: \$20,500 (\$48,500 less \$28,000 FY23 State Budget Earmark)

Project being Requested: Leland Farms Feasibility Study (Provide a full description below)

FUNDING CATEGORY

- ☒ Support Public Health
☐ Address COVID-19 Negative Economic Impacts
☐ Provide premium pay for essential workers
☐ Investments in water, sewer, and broadband infrastructure
☐ None of the Above (Would fall under Revenue Replacement funds)

Priority Ranking (Check One):

- Very High (Needed ASAP) ☐
High (Needed in 1 year) ☒
Medium (Needed in the next 2 years) ☐
Was Planned for in the next 10 years ☐

Does this project meet the bylaw requirements for Capital Planning?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
		(Acquisition of land and any expenditure of \$20,000 or more having a useful life of at least five years)	

Has this project been on a department or Board's priority list?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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Have you received an estimate as a basis for cost?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Yes, please provide estimate
Are grant or other funds available to offset this cost?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Yes, please specify source of funds
Will this require annual maintenance or ongoing costs?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Yes, please articulate below

Project Description:

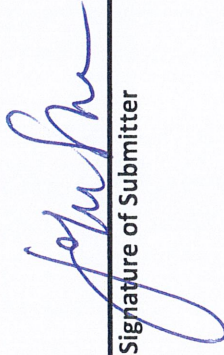
<i>Provide project description and articulate funding category, include an overview of proposed timeline, location(s), and supporting detail. If requested equipment is a replacement, please provide the age (based on first in service date) and condition of current item. Be as specific as possible; attach all backup supporting material.</i>
please see attached for details

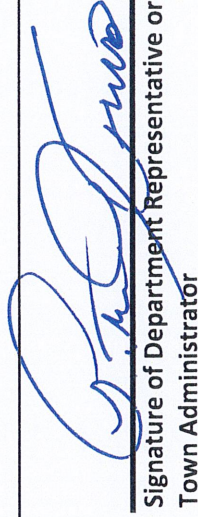
Benefits of Project/Requested Equipment:

<i>Highlight project benefits, including efficiencies created, service enhancements, etc. Be as specific as possible; attach all backup supporting material.</i>
This feasibility Study would provide the town with the available uses of currently undeveloped land at Leland Farms

Ongoing maintenance costs of project or equipment:

Describe any expected ongoing costs associated with this request. Be as specific as possible; attach all backup supporting material.


Signature of Submitter


Signature of Department Representative or
Town Administrator

*Peter Furia
Chair of Recreation Committee*

April 12, 2022

Ms. Theresa McNulty, Secretary
East Bridgewater Recreation Committee
175 Central Street
East Bridgewater, MA 02333

**RE: Proposal for Feasibility Site Assessment
Leland Farms, East Bridgewater, Massachusetts**

Dear Ms. McNulty,

Environmental Partners (EP) is pleased to provide this proposal to perform a Feasibility Site Assessment for recreational fields at Leland Farms in East Bridgewater, Massachusetts. We understand the approximately 90-acre parcel – located between Belmont and North Central Street – has undergone extensive study for development as a Senior Center, recreational fields, and other uses. We understand there are extensive wetlands on the property including the Beaver Brook and Matfield River. This project involves research and development of a due diligence study that could be used to advance the development of this property into a number of recreational uses.

Consistent with your previous inquiries, we are proposing the following services:

Task 1 – Initial Meetings and Research

1. Attend up to three meetings with members of the East Bridgewater Recreation Department, Town staff, and other stakeholders as determined by the Town of East Bridgewater.
2. Perform research using the Town of East Bridgewater Assessor's Database, Town of East Bridgewater Zoning Bylaw, Town of East Bridgewater GIS database, and Mass GIS database. We will also coordinate with the East Bridgewater Department of Public Works to obtain plans associated with Leland Farms to obtain location of utilities in the road near the site.
3. Review previously prepared reports that were performed which contemplated a Senior Center and/or school.
4. Prepare an existing conditions plan in AutoCADD compiling information obtained during the research described above including property lines, contours, utility information (if any), compiled wetlands, etc. All information shown on the compiled existing conditions plan will be obtained from existing sources.

Task 2 – Summary of Existing Conditions

1. Perform a site visit to compare on the ground conditions with the compiled existing conditions plan. During this site visit EP staff will assess locations for access to the site.

Task 3 – Site Analysis

1. Perform a site visit to confirm the presence of wetlands on-site. This will be performed by ECR, EP's wetland subconsultant.

2. Observe up to one day of test holes on site to observe soil conditions for on-site sanitary sewage disposal and stormwater management. For purposes of this proposal, we have assumed the Town of East Bridgewater will provide a backhoe and operator to excavate the test holes. If this assumption is false, EP will adjust our fee to include subcontracting a backhoe to excavate the test holes.
3. Prepare a conceptual design plan depicting the location of proposed improvements including a picnic area, playground, open space suitable for outdoor events, bathrooms, walking trails, dog play area, turf fields, field lighting, site parking, on-site sanitary sewage disposal, stormwater management facilities, and utilities. This plan will not include site grading. EP will not perform hydrologic drainage calculations to size the stormwater management facilities for the development of this conceptual plan.
4. Prepare an order of magnitude cost estimate for the project based on the conceptual design plan.

Task 4 – Preliminary Report

1. Prepare a preliminary report effectively utilizing the information developed during the three tasks performed above. This report will include a description of existing conditions, wetlands resources (if any), results of the test holes, zoning and regulatory information pertaining to the site, preliminary cost estimate, and a description of the conceptual design plan. This preliminary report will include preliminary sizing information for on-site sanitary sewage disposal. The report will also include the conceptual plan.

Task 5 – Presentation and Final Report

1. Prepare a Powerpoint presentation to describe the items detailed in the report described in Task 4.
2. Attend one meeting with Town staff to present the Draft report and Powerpoint presentation and answer any questions regarding this study.
3. Incorporate comments on the draft report provided by Town staff into a Final Report.
4. Update the Powerpoint presentation based on comments received from Town staff on the Preliminary Report.
5. Attend a second meeting with Town staff to present the Final Report.
6. Provide a hardcopy and electronic (pdf) copy of the final report.

The following services will be considered additional services and not included as part of this proposal:

1. Attending additional meetings not specifically described above.
2. Providing a backhoe or excavator for performing soil testing. For purposes of this proposal we have assumed the Town of East Bridgewater Department of Public Works will provide a backhoe and operator for one day. In the event the Department of Public Works is unable to provide a backhoe and operator, we estimate it will cost approximately \$5,000 to subcontract one.

3. Performing extensive coordination with either Town staff and/or stakeholders. This proposal has not anticipated weekly meetings, etc. with Town staff.
4. Preparing architectural drawings, renderings, or building footprints.
5. Performing extensive edits of memorandum or the draft and final reports.
6. Preparing hydrologic drainage calculations to support sizing of stormwater management facilities.
7. Performing other services not specifically described.

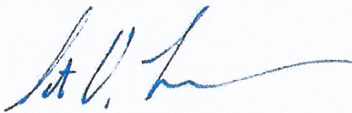
EP proposes to perform the Scope of Services for a lump sum fee of **\$48,500** including expenses and proposes to bill these services on a percent complete basis. We have broken down the fee by task as described below:

Task 1 – Initial Meetings and Research	\$ 9,500
Task 2 – Summary of Existing Conditions	\$ 2,500
Task 3 – Site Analysis	\$ 14,000
Task 4 – Preliminary Report	\$ 10,000
Task 5 – Presentation & Final Report	\$ 12,500
TOTAL	\$ 48,500

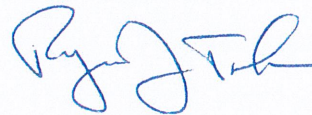
If this proposal is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this proposal. This agreement is subject to the attached General Terms and Conditions dated July, 2021.

Please call me if you have any questions at 617-428-3288.

Sincerely,



Environmental Partners, LLC
 Scott D. Turner, PE, AICP, LEED AP ND
 Director of Planning
 P: 617-657-0280
 E: sdt@envpartners.com



Ryan J. Trahan, PE
 President and Chief Operating Officer
 P: 617-657-0253
 E: rjt@envpartners.com

Enclosures:

Accepted by:

Signature: _____

Printed Name: _____

Date: _____

Town of East Bridgewater

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Leland Farms Feasibility Study.docx

1. References herein to "EP" refer to Environmental Partners Group, LLC. References herein to "Project" mean the project as defined in EP's written proposal to the client. Any proposal submitted by EP for the performance of a proposed Project is subject to renegotiation if acceptance is not received within thirty (30) days or as stated in the proposal. Upon the expiration of such period, EP reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing workloads.
2. Unless EP's proposal provides otherwise, the proposed fees constitute EP's estimate of the probable cost required to complete the proposed Project. The estimated probable cost identified in EP's proposal is an estimate and shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project identified in any such proposal.
3. Cost and schedule commitments contained in EP's proposal shall be subject to re-negotiation for unreasonable delays caused by the client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Work stoppage or interruption caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in EP's proposal for performance of the Project, entitling EP to an adjustment to the cost and schedule.
4. Where the method of payment for EP's services is on a time-and-material or cost reimbursable basis, the following commercial terms shall apply:
 - a. The minimum time segment for charging of field work is four (4) hours. For work done at any of EP's offices, the minimum time segment for charging is one-half hour. There is no premium charge for overtime.
- b. Where any agreement is based on the salary cost of specific individuals, normal and customary salary increases will become effective immediately upon EP authorization and will be reflected in the next invoice submitted to the client.
- c. Expenses properly chargeable to the Project shall include: travel and living expenses of EP personnel on business connected with the Project; shipping costs; reproduction, bindery and fax costs at EP's standard rates; computer usage and record processing time and software; equipment rental charges; professional, analytical and technical subcontractors and advisors retained in connection with the Project; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. Subcontractor and other project expenses will be charged at 115% of EP's cost. Laboratory services will be charged in accordance with the rate schedule contained in the accompanying proposal. If the services covered by any EP proposal are subject to local or state taxes or fees, such additional costs will be charged to the Project and reimbursed by the client. Because of the unique nature of environmental construction, these percentages do not apply to any environmental remediation or construction activities; those percentages will be addressed in separate terms and conditions applicable to construction projects.
5. Invoices will be submitted on a monthly basis payable upon receipt. Unpaid balances shall be subject to interest at the rate of 1.5 percent per month or the maximum permissible under state law, whichever is less, starting 30 days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In

General Terms and Conditions

addition, EP may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is a substantial condition of client's performance of any

6. Except as provided in Paragraph 5, any agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under such agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party and an opportunity to cure prior to the effective date of such termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.
 - a. Where the method of payment is based on a "lump sum" the final invoice will be based on the percentage of the work completed up to the effective date of termination.
 - b. Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the effective date of termination.
 - c. Where the method of payment is based on cost plus a fixed fee, the final invoice will be based on reimbursement for all costs up to the effective date of termination and a pro- rata share of the fixed fee.

For each of the above methods of preparing the final invoice, there shall be an additional charge for Project close-out equal to three percent of all Project billings up to the effective date of termination. This close-out charge shall not be considered a penalty but represents an allowance for recovery of costs for demobilization and reassignment of personnel

Environmental Partners Group, LLC

agreement between EP and client. In the event EP must take legal action to be paid for its services and prevails, all collection and legal costs associated with such action shall be reimbursed by the client.

7. Insurance. EP shall maintain policies of insurance for the following types of coverage, each (with the exception of Workers' Compensation) with a limit of liability of \$1,000,000, combined single limit: Workers' Compensation (statutory) and Employer's Liability; Commercial General Liability; and Automotive Liability and Professional Liability Insurance. EP shall, at the client's request, provide the client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which EP provides services to the client under any agreement. Upon the mutual agreement of EP and the client, EP shall procure and maintain one or more policies of insurance in addition to the types of insurance described above or procure policies of insurance coverage of the same types described above with increased policy limits, to the extent that such insurance is available. Additional premiums and costs incurred by EP in connection with obtaining such additional or different policies of insurance shall be reimbursed by the client as an additional Project expense.
8. Indemnification. To the fullest extent permitted by law for claims covered by EP's Commercial General Liability policy, EP agrees to indemnify and hold harmless the client and its directors, officers and employees, from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between EP and client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by