

**City of Malden**

**Application for Financial Assistance  
Drinking water State Revolving Fund  
Lead Service Line (LSL) Inventory and  
Replacement Plan**

**Planning Stage**

May 22, 2023



**FUSS & O'NEILL**

115 Broad Street, 6<sup>th</sup> Floor  
Boston, MA 02110

*Prepared by:*

Mike Nelson, PE

Fuss & O'Neill

*On behalf of:*

The City of Malden Engineering Department

20220560.D10

**State Revolving Fund Program  
Loan\Grant Application Checklist**

**PLANNING STAGE PROJECTS**

Please use this checklist to confirm that all required forms and supplemental information have been included with the application and submit the checklist with your application.

| Item                                                    | Included<br>(check)                 | Previously<br>submitted (date) | Not<br>applicable<br>(check) |
|---------------------------------------------------------|-------------------------------------|--------------------------------|------------------------------|
| <b>Part I - Applicant Information and Certification</b> |                                     |                                |                              |
| 1. Authority to File                                    | <input checked="" type="checkbox"/> |                                |                              |
| 2. Certifying Authority to File                         | <input checked="" type="checkbox"/> |                                |                              |
| 3. Local Appropriation (Not Applicable for Grant)       | <input type="checkbox"/>            |                                | X                            |
| <b>Part II - Project Information</b>                    |                                     |                                |                              |
| 1. Plan of Study                                        | <input checked="" type="checkbox"/> |                                |                              |
| <b>Part III - Supplemental Requirements</b>             |                                     |                                |                              |
| 1. Professional Services Agreements                     | <input checked="" type="checkbox"/> |                                |                              |
| 2. Model Sub Agreement clauses                          | <input checked="" type="checkbox"/> |                                |                              |
| 3. Detailed Fee Breakdown                               | <input checked="" type="checkbox"/> |                                |                              |
| 4. Disadvantaged Business Enterprise                    | <input checked="" type="checkbox"/> |                                |                              |
| 5. Chapter 233 - Statement on MA Taxes                  | <input checked="" type="checkbox"/> |                                |                              |

## **Part 1**

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### General Information, Certification Documents

## Section A

### Applicant Information and Certification Form

(Attach additional pages as necessary)

|                                                                     |                          |                                |
|---------------------------------------------------------------------|--------------------------|--------------------------------|
| <b>1. LOCAL GOVERNMENTAL UNIT (LGU)/PUBLIC WATER SUPPLIER (PWS)</b> |                          |                                |
| LGU/PWS Name: City of Malden                                        |                          |                                |
| Unique Entity ID (UEI): NHKKFYGWSXL8                                | Dept. of Revenue ID No.: | FEIN                           |
| Authorized Representative: Gary Christenson                         |                          | Title: Mayor                   |
| Street/P.O. Box: 215 Pleasant Street, 4th floor                     |                          |                                |
| City: Malden                                                        | State: MA                | Zip: 02148                     |
| Telephone: 781-397-7000                                             | Fax:                     | E-Mail: mayor@cityofmalden.org |

|                                                         |           |                               |
|---------------------------------------------------------|-----------|-------------------------------|
| <b>2. LGU CONTACT PERSON (if different from item 1)</b> |           |                               |
| Name: Yem Lip, PE                                       |           | Title: City Engineer          |
| Mailing Address (if different from item 1)              |           |                               |
| Street/P.O. Box: 215 Pleasant Street, 3rd floor         |           |                               |
| City: Malden                                            | State: MA | Zip: 02148                    |
| Telephone: 781-397-7040                                 | Fax:      | E-Mail: ylip@cityofmalden.org |

|                                       |           |                           |
|---------------------------------------|-----------|---------------------------|
| <b>3. ENGINEER OR CONSULTANT FIRM</b> |           |                           |
| Firm/Agency: Fuss & O'Neill           |           | FEIN 060-845-648          |
| Contact Person: Mike Nelson, PE       |           |                           |
| Mailing Address                       |           |                           |
| Street/P.O. Box: 115 Broad Street     |           |                           |
| City: Boston                          | State: MA | Zip 02110                 |
| Telephone: 617-282-4675               | Fax:      | E-Mail: mnelson@fando.com |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4. Planning Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Drinking Water Lead Service Line Inventories and Replacement Plans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Project Description:</b><br>Please see attached project description for full project details.<br>The City of Malden has extensive lead service lines within its distribution system and has been working with MaDEP for approximately 20 years to document and eliminate them. The City is currently under consent decree for lead service removal and has built a robust GIS system to track and document its progress. While the City has taken every opportunity to leverage funding / financing from sources like MWRA and the SRF loan program, the reality is that the program is a financial burden to the City and it is limited in its progress proportional to available funding each year. This Grant program represents an opportunity to accelerate this well established and systematic program to meet the October 2024 deadline. Without this funding it is likely they will not achieve a 100% inventory in time. This project contains a multi-pronged approach to identifying unknowns including customer surveys, home inspections, and test pitting, and multi-lingual educational materials for residents. |

|                                             |
|---------------------------------------------|
| <b>5. AMOUNT OF ASSISTANCE REQUESTED \$</b> |
| \$ 1,400,000                                |

**6. CERTIFICATION**

In submitting this Application to MassDEP, the Applicant certifies that it shall comply with the following Project related conditions and understands that the Applicant's non-compliance with one or more of these conditions may preclude MassDEP's issuance of a Project Approval Certificate or entry into a Project Regulatory Agreement.

(1) The Borrower/Grantee shall comply with the (a) the Civil Rights Act of 1964, 42 USC s.2000(1) et seq., as amended, Section 13 of the Federal Water Pollution Control Act (FWPCA) of 1972; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, (b) the Equal Employment Opportunity requirements (Executive Order 11246), and all Executive Orders and regulations promulgated thereunder, and (c) the Affirmative Action and Minority/Women Business Enterprise ("M/WBE") requirements in the Regulations and the federal Disadvantaged Business (DBE) rule. The Borrower/Grantee shall ensure that any prime contracts or subcontracts for services, construction, goods, or equipment for the Project contain the DM/DWBE utilization goals of 4.2% D/MBE and 4.5% D/WBE.

(2) Prior to receiving final payment for the Project, the Applicant shall certify to MassDEP that the Project has been completed and performed in accordance with the Project Regulatory Agreement.

(3) The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards.

(4) The Applicant understands that if MassDEP issues a Project Approval Certificate for this project, such action does not constitute MassDEP's sanction or approval of any changes or deviation from any applicable state regulatory or permit standards, criteria, or conditions, or from the terms or schedules of state enforcement actions or orders applicable to the Project.

(5) The Applicant shall maintain all Project records for seven years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven-year period is completed and resolved, whichever is longer.

(6) The Applicant agrees to provide any Project information and documentation requested by MassDEP.

(7) Any proposed change in Project-related contracts which substantially modifies the Project initially proposed shall be submitted to MassDEP for prior approval.

(8) The Applicant's implementation of the Project, including the procurement of related contracts, shall comply with all applicable requirements of state and local laws, ordinances, by-laws, rules, and regulations.

**To the best of my knowledge and belief, data provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant. Furthermore, the applicant certifies that it possesses the legal authority to apply for the loan/grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application. The same resolution, motion, or similar action is directing and authorizing the person identified below as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.**

Name of Representative  
(Type) Gary Christenson

Title  
Mayor

Signature of Representative

Date

Sample FORM

**AUTHORITY TO FILE**

Whereas, The City of Malden, after thorough investigation,  
(Applicant)

has determined that the work activity consisting of: Service line material inventory, Customer service support, field program, and inspection program

(describe project)

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to make loans and grants to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects and Drinking Water Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan or grant application.

NOW, THEREFORE, BE IT RESOLVED by Malden City Council  
(Governing Body)

as follows:

1. That The Mayor is hereby authorized on behalf  
(Title of Official)

of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;

2. That the purpose of said loan(s)/grant(s), if awarded, shall be to fund planning activities.

3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Sample FORM

**CERTIFYING STATEMENT**

I hereby certify that the Malden City Council of  
(Name of Governing Body)

the The City of Malden  
(Corporate Name of Local Government Unit)

(hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize

The Mayor  
(Title of Local Government Unit Official)

to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such as grant(s) and/or loan(s) for planning or construction of Water Pollution Abatement Projects or Drinking Water Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

Service line material inventory and field program  
(describe project)

I hereby certify that Gary Christenson is the present incumbent of the  
(Name of Person)

position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this day of \_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
(Certifying Signatory)

Printed name: \_\_\_\_\_

AFFIX SEAL

## **Part 2**

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### Project Specific Data and Supporting Documents





May 22, 2023

Maria Pinaud  
Director, MA Drinking Water SRF Program  
MassDEP, 5<sup>th</sup> Floor  
One Winter Street  
Boston, Massachusetts 02108

RE: City of Malden  
Service Line Material Inventory & Field Program  
**Plan of Study**

Dear Ms. Pinaud:

The City of Malden has engaged Fuss & O'Neill (F&O) to assist in their efforts to comply with the Lead and Copper Rule Revisions (LCRR), specifically the creation of their Service Line Material Inventory and Replacement Plan. F&O will assist the City in applying for and managing the SRF grant process from application to closeout in addition to all technical and project management aspects of the program. The following is a summary of Malden's efforts to date and full scope of the project.

## Project Need

Malden has a well-documented lead service line issue. Malden meets the Massachusetts Department of Public Health (MA DPH) Vulnerable Health Environmental Justice criteria for childhood blood lead levels, see [MA DPH EJ Tool](#). Further, the City is under Consent Decree to remove lead services and has been assessing and removing lead services lines (LSL) city-wide for more than 20 years. Through this effort the City and has narrowed its database of unknown service line materials to approximately 300 on the public side and 2,400 on the private side.

## Funding Need

100% of block groups within Malden have mapped EJ communities according to the updated 2020 EJ population viewer on Mass.gov. Thresholds include Minority and Income; Minority and English Isolation; Minority, Income, and English isolation. In addition, Malden is an MWRA community which has some of the highest water rates in the state. While Malden has established an impressive GIS tracking system and worked diligently to meet the annual goals of the consent decree; the City is limited in the scope of its annual program based on available funding. Even with this steady rate of progress in lead identification and removal over the past decade, Malden is projecting that it will not meet the October 2024 deadline unless the program is accelerated.

115 Broad Street  
6<sup>th</sup> Floor  
Boston, MA 02110  
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800.286.2469  
f 860.533.5143

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

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
New York  
Rhode Island  
Vermont

Maria Pinaud

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The remaining unknowns represent the most difficult locations to document, either because of lack of records or lack of engagement by residents who may have a language barrier, or may not understand the importance of the projects goals.

This program will seek to identify these remaining unknown services by providing the City with external resources to expand and accelerate their efforts through a customer survey, house inspections, customer engagement, and excavations at service boxes by the October 16, 2024 deadline.

## Scope of Services

### **Task 1 – SRF Grant Assistance and Project Kickoff**

Fuss & O'Neill will prepare a State Revolving Fund (SRF) grant application for *Service Line Material (SLM) Inventories and Replacement Plans*. We will provide grant administration for the duration of the project including required cash flow projections, reimbursement requests, DBE documentation, and project updates / closeout.

Under this task F&O will solicit a certified WBE partner to participate in the project as required by the SRF program. A virtual kickoff meeting will be held with the City to outline the SRF process, project schedule, milestones and coordinate the field program schedule.

### **Task 2 – Customer Outreach**

The City wishes to engage with their customers on the requirements of the LCRR and solicit their help in completing service line material inventory. This task will create outreach and educational materials for customers along with on-demand customer support to answer their questions as the program progresses. In addition, a platform will be created within the existing GIS environment to receive service line data sent in by customers via cell phone / QR code survey.

### **Public Website**

The team will create a webpage for customer information on the LCRR requirements. The webpage will be a landing page for the customer survey described below containing instructions for using the form, QR code, and how to identify service line material. It will be linked to the City's lead in drinking water homepage, branded appropriately, and be formatted to be viewed on mobile devices (for sharing on social media).

Maria Pinaud

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### **Customer Survey**

Fuss & O'Neill will develop a digital survey to solicit photographs and service line information from approximately 2,400 customers with unknown service materials. This survey will be advertised through an informational flyer sent by U.S. Mail to addresses with unknown service status on either side of the service line. (Postage and printing has been included in this proposal), Fuss & O'Neill will format survey content for the City's to post on their website and social media. The survey will contain a QR code that customers can scan with their mobile device. Upon scanning the QR code customers will be required to provide their address, photos of the pipe / meter, and other comments in an online form. Customers will also have the option to schedule an in-person inspection by phone or email rather than submit a photograph. Upon submission of the survey, a report will be automatically generated and emailed to a designated email address allowing for a secondary review of the data before linking the acquired data to GIS database.

### **Customer Support**

Fuss & O'Neill will supply direct phone numbers and email addresses on the informational flyer, on the website, to answer customer questions and concerns. Customers will have access to the project manager or client manager at any time during business hours to discuss the program over the life of the project. The City will support customer service effort with translation services for five different languages.

### **Task 3 – Data Management & GIS Database**

The City has an existing GIS database that contains service line material information collected to date. Fuss & O'Neill will review the database and adapt it to fit the MADEP data template required under the grant program. We will update the ArcGIS database and digital records (scanned tie cards) to reflect new information.

### **Task 4 – Field Program**

#### **Service Test Pits**

The City has identified approximately 300 properties where the service line material is unknown on the public side with no available records. For these properties, the City wishes to physically verify service line material through vacuum excavation test pits at the customer service box. Excavations will be made by the City's on-call contractor, which will hydrojet and vacuum soil around service shutoff boxes until the service lines are clearly visible on both sides of the valve.

Maria Pinaud

May 22, 2023

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The test pitting will be supervised and documented in the GIS system by SDE. SDE is a Massachusetts certified WBE & DBE. Fuss & O'Neill will provide overall project management such as scheduling the work, managing integration collected data, responding to residents, keeping records and payment.

SDE will utilize an ESRI App to photograph and geolocate the excavation and pipes; they will record additional data and observations on a digital form linked to the GIS. The excavation will be backfilled with new soil / sand, compacted, and the surface restored. Asphalt paving will be patched in-kind upon restoration. Lawn areas will be loamed and seeded.

The following is assumed to be included in the City's contract with the test pit contractor outside of Fuss & O'Neill's contract:

- A location for disposal of vacuumed soils
- Water for jetting
- Dig-safe of test pit locations and locating the customer shutoff
- The Contractor will supply all required materials for backfill
- Police details are not included in the grant application
- The City will pay for restoration outside of this contract

Assuming five (5) test pits per day, the program is expected to last 12 work weeks, the actual length of the test pit program may be longer due to weather delays and contractor availability. SDE oversight will be scheduled for 8-hour shifts during the field program.

### **Field Inspections**

For property owners with unknown service materials on the private side who do not respond to the survey, Fuss & O'Neill will provide continued services to contact and schedule in-person inspections for a period of one year. This includes periodic delivery of informational flyers encouraging participation in the survey or scheduling an inspection, customer support via phone and email, and creation of social media content to engage the public. The intent of this task is to minimize the unknowns on the private side to the maximum extent practical before the October 2024 deadline. The inspections will utilize the same data capture app as the test pits and incorporate the data into the Service Line Material Database.

### **Task 5 – LSL Inventory and Removal Plan**

Fuss & O'Neill will prepare a report summarizing the results of the inventory and field program including a recommended service replacement plan. The report will contain a spreadsheet listing of



Maria Pinaud

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the complete inventory highlighting properties with lines categorized as “unknown,” “lead,” or “galvanized likely to be preceded by lead,” which require further investigation or removal. We will provide priority rankings for these services (high, medium and, low) based on likelihood of lead presence from available information. The replacement plan and inventory will be compatible with the requirements of the SRF Grant for deliverables.

## Schedule

We will begin work on the SRF Application (Task 1) upon receipt of an executed contract and signed P.O. Upon acceptance of the SRF Application by the MassDEP and Clean Water Trust (NTP issued), Fuss & O'Neill will begin work on Customer Outreach (Task 2), which is anticipated to occur in June 2023. The field program schedule will be coordinated with SDE and the City's on-call contractor. The project is estimated to be completed within 12 months of the project kickoff meeting.

City of Malden, MA  
 SLM Inventory and Replacement Plan  
 SRF Loan Program - Project Schedule and Fee Breakdown

| Task                                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Fee                 | Target Start Date | Target Completion Date |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|------------------------|
| 1 - Project Kickoff                                    | This task will produce the SRF Application Package; open the job in F&O system; conduct internal and client kickoff meetings; subcontracts with all subs                                                                                                                                                                                                                                                                                                                                                                   | \$8,000             | June 15, 2023     | July 1, 2023           |
| 2 - Customer Outreach                                  | This task will create a customer website with information on the LCRR, provide educational materials, and FAQ in 5 languages. A QR code based customer survey will be developed under this task and sent to all rate payers. Direct customer support for 1 year is also included in this task to answer resident questions and schedule inspections                                                                                                                                                                        | \$55,000            | July 1, 2023      | August 1, 2024         |
| 3 - Records MGMT & GIS Database                        | This task accounts for the review of the existing GIS database which will be transcribed to the required DEP SLM template. City records will be updated continuously based on results from the survey and house inspection program and entered into the City's digital record keeping system. Results of the program will also be intergrated into the existing dashboard for live progress reporting.                                                                                                                     | \$38,000            | July 1, 2023      | August 1, 2024         |
| 4 - Field Program                                      | The field program is a multi-pronged approach to gathering data on unknowns for both sides of the service where records do not exist. The City's On-Call contractor will vacuum excavate approx. 300 test pits at the service box for \$3,500 per excavation. SDE (MA D/WBE) will oversee the test pit program. In addition, Approx. 2,000 properties will be targeted for house inspections for the customer side unknowns (with malden internal inspectors accounting for an additional 400 inspections) by August 2024. | \$1,279,000         | August 1, 2023    | July 1, 2024           |
| 5 - LSL Inventory & Replacement Plan, PM, SRF Closeout | This task will deliver the completed Inventory, GIS database, Dashboards, and all associated data. It also includes delivery of the replacement plan. SRF closeout is included in this task. Final QA/QC and Project Mgmt is included in this task                                                                                                                                                                                                                                                                         | \$20,000            | July 1, 2024      | August 1, 2024         |
| <b>Total</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$ 1,400,000</b> |                   |                        |



## Part 3

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### Supplemental Requirements





May 5, 2023

Mr. Yem Lip, PE  
City Engineer  
215 Pleasant Street  
Malden, Massachusetts 02148

RE: Proposal for Engineering Services  
Lead Service Line Inventory & Field Program  
Fuss & O'Neill Project No. 20220560.D10

Dear Mr. Lip:

This proposal is to assist the City of Malden (the City) in preparing an application for SRF grant funding under the Service Line Material Inventory program to receive funding for a full program aimed at achieving compliance with the Lead and Copper Rule Revision (LCRR).

## Scope of Services

### Task 1 – SRF Grant Assistance and Project Kickoff

Fuss & O'Neill will prepare a State Revolving Fund (SRF) grant application for *Service Line Material (SLM) Inventories and Replacement Plans*. A total of 15 hours are included in this task to prepare the application, meet with DEP and the City (virtually), and administrative efforts to open the project and prepare an invoice. The scope of the application has already been mutually developed.

## Schedule

We will begin work on the SRF Application (Task 1) upon receipt of an executed contract and signed P.O. A draft application will be prepared within one week for the City's review. It is anticipated that a meeting with DEP will be required after submission of the application package.

## Fee

We propose a budget of \$3,850 for the Scope of Services above. We will bill these services as a lump sum in a single invoice. Payments must be made in accordance with the General Terms and Conditions. Additional services, and services that exceed this budget, will only be provided after written authorization.

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

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
New York  
Rhode Island  
Vermont



Mr. Yem Lip, PE  
May 5, 2023  
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## General Terms and Conditions

The attached General Terms and Conditions will apply to the services described above.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Thank you for requesting engineering services from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'M. Nelson' followed by a horizontal flourish.

Mike Nelson, PE  
Associate

Attachments: Authorization to Proceed  
General Terms and Conditions

## Authorization to Proceed

Mr. Mike Nelson, PE  
 115 Broad Street  
 6<sup>th</sup> Floor  
 Boston, MA 02110

RE: Authorization to Proceed  
 Proposal for Lead Service Line Inventory & Field Program  
 City of Malden  
 Fuss & O'Neill Project No. 20220560.D10

Budget: \$3,850

Dear Mr. Nelson:

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated May 5, 2023.

YEM LIP \_\_\_\_\_ 5/8/2023 \_\_\_\_\_  
 Printed Name Date

[Signature] \_\_\_\_\_ Dir. of Engineering / City \_\_\_\_\_  
 Signature Title ENGINEER

*please complete information below.*

|                                       |                               |                                           |                                 |
|---------------------------------------|-------------------------------|-------------------------------------------|---------------------------------|
| *Submit invoice as follows (✓ one →): | <input type="checkbox"/> Mail | <input checked="" type="checkbox"/> Email | <input type="checkbox"/> Online |
| Billing Contact:                      | Name:                         | <u>YEM LIP</u>                            |                                 |
|                                       | Address:                      |                                           |                                 |
|                                       | Phone/Email:                  | <u>YLIP@CITYOFMALDEN.ORG</u>              |                                 |
| Accounts Payable Contact:             | Name:                         |                                           |                                 |
|                                       | Address:                      |                                           |                                 |
|                                       | Phone/Email:                  |                                           |                                 |
| Purchase Order Number:                |                               |                                           |                                 |

**\* Indicate address, email address and website link if different than already provided.**

Please Send Invoices In  
 DUPLICATE TO:  
 City of Malden  
 ENGINEERING  
 215 PLEASANT STREET  
 MALDEN, MA 02148  
 781-397-7040

**City of Malden**  
 PURCHASING DEPARTMENT  
 215 PLEASANT ST  
 MALDEN, MA 02148



**PURCHASE ORDER NUMBER**  
**186225**

This Number Must Appear on Invoices,  
 B L's, Shipping Memos and All Packages.

|               |                 |
|---------------|-----------------|
| Vendor No.    | Requisition No. |
| 8067          | 80741           |
| Account No.   |                 |
| 6010-450-5463 |                 |

**Issue Date**  
**05/09/2023**

**ISSUED TO:**

FUSS & O'NEILL INC  
 146 HARTFORD ROAD  
 MANCHESTER, CT 06040

**SHIP TO:**

ENGINEERING  
 3RD FLOOR  
 215 PLEASANT STREET  
 MALDEN, MA 02148  
 781-397-7040

ALL OF THE ABOVE MUST APPEAR ON OUTSIDE LABEL.

| Item | Quantity | Description                                                                                                    | Unit Price | Total Price |
|------|----------|----------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1    | 1.00     | LSL Inventory & Field Program - Project 20220560 D<br>Proposal for Eng. Services LSL Inventory & Field Program | \$3,850.00 | \$3,850.00  |

**TOTAL OF PURCHASE ORDER \$3,850.00**

This order is exempt from Massachusetts Sales and Use Tax  
 Exemption Number 04-6001398

If not a corporation, show your Internal Revenue Service  
 Number on all invoices.

CITY OF MALDEN IS AN EQUAL OPPORTUNITY EMPLOYER  
 AND HAS AN AFFIRMATIVE ACTION PLAN.

*Louis Matnog*

SIGNED \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between City of Malden, MA (Client) and Fuss & O'Neill, Inc. (Consultant) dated May 5, 2023 in respect of the Project described therein.

### 1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules, or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal, or governmental information concerning environmental, atmospheric, and geotechnical conditions and developments. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### 2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

### 3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.



#### 4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify, and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse, modification, or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

#### 5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

#### 6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet, or transfer any rights (including, but without limitation, moneys that may become due or moneys that are due) under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor

from any duty or responsibility under this Agreement.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## **7.0 MEDIATION**

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation or litigation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

## **8.0 PURCHASE ORDERS**

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete, or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

## **9.0 SUBCONSULTANTS**

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

## **10.0 INDEMNIFICATION**

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants

encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

#### **11.0 LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

#### **12.0 STANDARD OF CARE**

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

#### **13.0 CHANGES OR DELAYS**

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe, or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be



accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made, and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

#### **14.0 PAYMENT**

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box 412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account #385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client,

suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses, and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

#### **15.0 TERMINATION**

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

#### **16.0 CONTROLLING LAW**

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

#### **17.0 SUBSURFACE INVESTIGATIONS**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. In no event shall Consultant be liable to Client, or any other person or entity, for any delays and/or costs associated with any hidden, unforeseen, or differing



site or subsurface conditions. Any liability for such costs or delays shall be allocated to and remain the sole responsibility of Client. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

#### **18.0 HAZARDOUS MATERIALS TESTING**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

#### **19.0 LITIGATION AND ADDITIONAL WORK**

In the event Consultant is to prepare for or appear in any litigation on behalf of Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

#### **20.0 INSURANCE**

Consultant will secure and maintain such insurance as will protect Consultant from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

#### **21.0 SALES TAX EXEMPTION CERTIFICATE**

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

#### **22.0 PERIOD OF SERVICE**

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of Consultant.

#### **23.0 NOTICE REQUIREMENTS**

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance, or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance, or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance, or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance, or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

#### **24.0 PROPRIETARY RIGHTS OF CONSULTANT**

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools, and methods (including software, patents, copyrights, and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

#### **25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS**

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

**2023 BILLING RATE SCHEDULE**

| <b>LABOR CATEGORY</b>                   | <b>HOURLY RATE</b> |
|-----------------------------------------|--------------------|
| Researcher, Clerical                    | \$ 97              |
| Project Accountant                      | \$ 119             |
| CAD, Survey, Technician I               | \$ 84              |
| CAD, Survey, Technician II              | \$ 102             |
| CAD, Survey, Technician III             | \$ 106             |
| Engineer, Scientist, Analyst I          | \$ 118             |
| Engineer, Scientist, Analyst II         | \$ 135             |
| Engineer, Scientist, Analyst III        | \$ 156             |
| Senior Engineer, Scientist, Analyst I   | \$ 178             |
| Senior Engineer, Scientist, Analyst II  | \$ 220             |
| Senior Engineer, Scientist, Analyst III | \$ 225             |
| Associate                               | \$ 259             |
| Officer                                 | \$ 281             |
| Senior Officer                          | \$ 314             |

**DIRECT CHARGE SCHEDULE**

|                                                |                            |
|------------------------------------------------|----------------------------|
| Subcontractors/Subconsultants                  | Cost plus 15%              |
| F&O Staff Mileage                              | At Prevailing IRS Rate     |
| F&O Field Vehicles                             | \$100/day plus \$0.35/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                       | \$0.25/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 (e.g. debit or credit card) | 3% fee                     |

**2023 FIELD EQUIPMENT RATE SCHEDULE**

| <b>FIELD EQUIPMENT</b>                           | <b>DAILY RATE</b><br>(unless otherwise noted) |
|--------------------------------------------------|-----------------------------------------------|
| Air Sampling Pumps                               | \$ 15                                         |
| All Terrain Vehicle                              | \$ 100                                        |
| Bladder Pumps                                    | \$ 25                                         |
| Boat                                             | \$ 50                                         |
| Combustible Gas Indicator (CGI)                  | \$ 110                                        |
| Concrete Coring Machine                          | \$ 250                                        |
| Cone Penetrometer                                | \$ 25                                         |
| Dissolved Oxygen/Temp/pH Meter (YSI-30)          | \$ 15                                         |
| Generators                                       | \$ 50                                         |
| Hammer Drill                                     | \$ 50                                         |
| Hand Auger                                       | \$ 25                                         |
| Hydrogen Sulfide Sensor & Data Logger            | \$ 206 per week                               |
| IAQ Meter                                        | \$ 80                                         |
| Interface Probe                                  | \$ 25                                         |
| Infiltrometer                                    | \$ 25                                         |
| Low Flow Controller                              | \$ 50                                         |
| Metal Detector                                   | \$ 25                                         |
| Moisture Meter                                   | \$ 80                                         |
| Mold Air Pump                                    | \$ 15                                         |
| Multimeters (YSI-600)                            | \$ 85                                         |
| Confined Space Meter (Multi-Gas Meter)           | \$ 50                                         |
| Particulate Monitor                              | \$ 155                                        |
| 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                                         |
| Tracer Dye Flow Dilution Equipment               | \$ 1,600                                      |
| Transit Time Flowmeter                           | \$ 130 per day                                |
|                                                  | \$ 520 per week                               |
|                                                  | \$ 1,706 per month                            |
| Turbidity Meters                                 | \$ 15                                         |
| Water Level Indicator                            | \$ 15                                         |
| XRF                                              | \$ 250                                        |

SRF Required Provisions  
Professional Services Agreement

LSL Inventories and Replacement Plans

## Professional Services Agreements -Required Provisions

All contracts between SRF beneficiaries and professional services consultants shall contain the following provisions.

- (1) The owner and the contractor agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
- (2) The work under this agreement is funded in part by the water pollution abatement fund. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Clean Water Trust (the Trust) is a party to this agreement. As used in these clauses, the words "the date of execution of this agreement" means the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (3) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.
- (4) The contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the contractor under this agreement. The contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
- (5) The contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable MassDEP requirements in effect on the date of execution of this agreement.
- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner, owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

- (10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.
- (11) In the event that there is a modification of MassDEP's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.
- (12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- (13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- (14) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on services not performed or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the contractor's default.

If the contractor terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred before the termination, in addition to termination settlement costs the contractor reasonably incurs relating to commitments which had become firm before the termination.

- (15) Upon receipt of a termination action under paragraphs (13) or (14), the contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the contractor may have accumulated in performing this agreement, whether completed or in process.
- (16) Upon termination under paragraph (13) or (14), the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the contractor from all claims and damages arising out of improper use of the contractor's work.
- (17) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (14) provides.
- (18) Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.



- (19) The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of the cost submission and a copy of the cost summary submitted to the owner. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The contractor will provide proper facilities for such access and inspection.
- (20) The contractor agrees to include paragraphs (19)-(23) in all his contracts and all subcontracts directly related to project performance that are in excess of \$25,000.
- (21) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.
- (23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
- (24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.
- (25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.
- (26) In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.
- (27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- (28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.
- (29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.
- (30) MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other work submitted with an application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement. The owner and the MassDEP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The contractor shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
- (31) All such subject data furnished by the contractor pursuant to this agreement are instruments of his services in respect of the project. It is understood that the contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the contractor's specific written verification or adaptation, such reuse will be at the sole risk of the owner, without liability to the contractor. Any such verification or adaptation will entitle the contractor to further compensation at rates agreed upon by the owner and the contractor.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 DIVISION OF MUNICIPAL SERVICES

**SCHEDULE OF PARTICIPATION FOR PROFESSIONAL SERVICES**

City of Malden

**Project Title:** LSL Inventory & Replacement Plan      **Project Location:** Malden, MA

**Disadvantaged Minority Business Enterprise Participation in the SRF Loan/Grant Work**

| Name & Address of D/MBE | Nature of Participation | Dollar Value of Participation |
|-------------------------|-------------------------|-------------------------------|
| 1.                      |                         |                               |
| 2.                      |                         |                               |
| 3.                      |                         |                               |

**Total D/MBE Commitment: \$**

**Percentage D/MBE Participation = (Total D/MBE Commitment) / (Total Engineering Cost) =**  **%**

**Disadvantaged Women Business Enterprise Participation in the SRF Loan/Grant Work**

| Name & Address of D/WBE                                                                | Nature of Participation                                         | Dollar Value of Participation |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------|
| 1. Stacey DePasquale Engineering (SDE)<br>354 Merrimack Street, Suite 200 Lawrence, MA | oversight of field program<br>fall 2023 test pits for data gaps | 123,000                       |
| 2.                                                                                     |                                                                 |                               |
| 3.                                                                                     |                                                                 |                               |

**Total D/WBE Commitment: \$** 123,000

**Percentage D/WBE Participation = (Total D/WBE Commitment) / (Total Engineering Cost) =** 8.78 **%**

The Prime Consultant agrees to furnish implementation reports as required by the Awarding Authority to indicate the D/MBE(s) and D/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of Prime Consultant: Mike Nelson, PE, Fuss & O'Neill

Date: 5/18/23      By:   
Signature

NOTE: Participation of a DBE may be counted in only their certified category; the same dollar participation cannot be used in computing the percentage of D/MBE participation and again of D/WBE participation.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF MUNICIPAL SERVICES

**LETTER OF INTENT FOR PROFESSIONAL SERVICES**

This form is to be completed by the disadvantaged MBE and WBE and must be submitted by the Prime Consultant as part of the proposal. A separate form must be completed for each D/MBE and D/WBE involved in the project. City of Malden

Project Title: LSL Inventory & Replacement Plan Project Location: Malden, MA

**TO:** Fuss & O'Neill c/o Mike Nelson  
(Prime Consultant)

**FROM:** Stacey DePasquale, President  
(Please Indicate Status  D/MBE or  D/WBE)

° I/we intend to perform work in connection with the above project as (check one):



- |                                                   |                                                      |
|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> An individual            | <input type="checkbox"/> A partnership               |
| <input checked="" type="checkbox"/> A corporation | <input type="checkbox"/> A joint venture with: _____ |
| <input type="checkbox"/> Other (explain): _____   |                                                      |

° It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

**DBE PARTICIPATION**

| Description of Activity                                                             | Date of Project Commencement | \$ Commitment | % Total Engineering Cost |
|-------------------------------------------------------------------------------------|------------------------------|---------------|--------------------------|
| Oversight of test pit field program inspection / documentation of service materials | July 1, 2023                 | \$ 123,000    | 8.78 %                   |

° The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

| PRIME CONSULTANT                                                                                                                                                                             | MBE/WBE                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <u>5/18/23</u>                                                                                           |  <u>5/22/2023</u>                                                                                        |
| (Authorized Original Signature)<br>Fuss & O'Neill<br>ADDRESS: 115 Broad Street, 6th floor<br>Boston, MA 02110<br>TELEPHONE #: 617-379-5544<br>FEIN: 060-845-648<br>EMAIL: .mnelson@fando.com | (Authorized Original Signature)<br>Date<br>ADDRESS: 354 Merrimack Street, Suite 200<br>Lawrence, MA 01843<br>TELEPHONE #: 978-975-0500<br>FEIN: 20-4844205<br>EMAIL: sdepasquale@sde-inc.com |

**ORIGINALS:**

- ° Compliance Mgr. City/Town Project Location
- ° MassDEP Program Manager for MassDEP's CRU Director

\* Attach a copy of current (within 2 years) DBE Certification

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF MUNICIPAL SERVICES

**DBE CERTIFICATION OF UNITED STATES CITIZENSHIP**

For the SRF program, under the EPA Disadvantage Business Enterprise (DBE) Rule, a DBE must be owned or controlled by a socially and economically disadvantaged person that is also a **citizen of the United States** (See 40 CFR 33.202). "Ownership" is defined at 13 CFR 124.105 and "control" is defined at 13 CFR 124.106.

DBEs are certified for the SRF program through the Supplier Diversity Office using the federal Department of Transportation (DOT) DBE rules. EPA allows the use of DBEs certified under the DOT rules as long as they are also United States citizens. To ensure compliance with the EPA rule, MassDEP must verify United States citizenship through the completion of the following form for each DBE used on the project.

SRF Project Number \_\_\_\_\_

Contract Number \_\_\_\_\_

Contract Title Malden LSL Inventory - 20220560.D10

DBE Subcontractor Stacey DePasquale Engineering, Inc (SDE)

The undersigned, on behalf of the above named DBE subcontractor, hereby certifies that the DBE firm is either owned or controlled by a person or persons that are citizens of the United States.

Stacey DePasquale, President

Printed Name and Title of DBE Signatory

  
DBE Signature

5/22/2023  
Date



**THE COMMONWEALTH OF MASSACHUSETTS**  
**Executive Office for Administration and Finance**  
**SUPPLIER DIVERSITY OFFICE**

One Ashburton Place, Suite 1017  
Boston, MA 02108-1552  
Charles D. Baker  
Governor  
Karyn E. Polito  
Lieutenant Governor  
Michael J. Heffernan  
Secretary  
William M. McAvoy  
Executive Director

September 28, 2022

Ms. Stacey DePasquale  
Stacey DePasquale Engineering, Inc.  
354 Merrimack Street, Suite 200  
Lawrence, MA 01843-1755

Dear Ms. DePasquale:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **CIVIL AND ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is September 14, 2025. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at [wdo@state.ma.us](mailto:wdo@state.ma.us).

Sincerely,

A handwritten signature in blue ink that reads "William M. McAvoy". The signature is written in a cursive style and is positioned above the printed name.

William M. McAvoy  
Executive Director



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Jamey Tesler, Secretary & CEO

**massDOT**  
Massachusetts Department of Transportation  
DBE Certification Office | MassUCP

September 8, 2022

Ms. Stacey DePasquale  
**Stacey DePasquale Engineering, Inc.**  
354 Merrimack Street, Suite 200  
Lawrence, MA 01843-1755

**This letter serves as sole and exclusive proof of your firm's DBE certification**

Dear Ms. De Pasquale:

Congratulations! The Massachusetts Unified Certification Program (MassUCP), is pleased to notify you that we have renewed your company as a disadvantaged business enterprise (DBE). Your company continues to be assigned **NAICS Code(s) 541330 and 541611** with the certified business description of **CIVIL AND ENVIRONMENTAL ENGINEERING AND CONSULTING SERVICES** and will remain listed in our certified business directory.

As a DBE, you must inform MassUCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, control requirements or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the owners of the firm before a person who is authorized by state law to administer oaths or of an un-sworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR 26.109(c).

To renew your firm's DBE certification and if it continues to meet the applicable criteria, on or before your firm's certification anniversary date of **September 14, 2023**, and each year thereafter, please send the MassUCP the following documents:

- (1) No Change Affidavit (**will be sent with reminder letter**)
- (2) A **signed** copy of your company's, and all of its affiliates', U.S. Tax Returns including all schedules and attachments for the year(s) indicated.
- (3) A **signed** copy of your personal tax returns for years(s) indicated.
- (4) If a sole proprietor, **a signed** copy of your Schedule C for year(s) indicated.
- (5) A **statement** of the **number only** of full and part-time employees (including owner) for each year indicated.

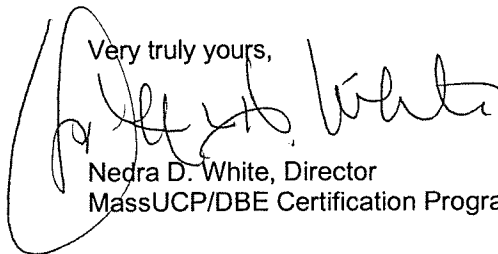


If you have changed your company name or address, please notify Ms. Nedra D. White, in writing on the company's letterhead in order to update your state vendor file.

MassUCP reserves the right to monitor, perform random spot checks, re-evaluate the firm or revoke the firm's certification if it no longer meets the certification criteria.

During the period of your certification, if you have further questions regarding annual review, please contact Ms. Nedra D. White, Director, MassUCP at (857) 368-8659.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nedra D. White". The signature is written in a cursive style with a large, looping initial "N".

Nedra D. White, Director  
MassUCP/DBE Certification Program

**STATEMENT OF TAX COMPLIANCE**

*Under the laws of the Commonwealth of Massachusetts, Chapter 233; Section 35, Acts of 1983, the LGU Consultant Engineer is required to complete the following:*

I, Anthony Oudorn, Controller of  
(Title) (Position)

Fuss & O'Neill, Inc., whose principal place of business is located at  
(Business)

146 Hartford Rd. Manchester, CT 06040, do hereby certify that the above named

\_\_\_\_\_ has complied with all laws of the  
Commonwealth of Massachusetts relating to taxes, in accordance with the provisions of  
Massachusetts General Laws, Chapter 62C, 49A, as amended.

Signed under the penalties of perjury this 19 day of April, 2023.

DATED: 4/19/2023



\_\_\_\_\_  
(Authorized Signature)