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March 3, 2021  
Proposal No. 05.P000381.21

Mr. Michael Canales  
Town of Stockbridge  
50 Main Street  
Stockbridge, MA

Re: Proposal for Professional Services - Revised  
Stockbridge Bowl 2021 Watershed-Based Plan (Lake Management Plan)

Dear Mr. Canales:

GZA GeoEnvironmental, Inc. (GZA) and its specialty subconsultant Ecosystem Consulting Service, Inc. (ECS) are pleased to present this Scope of Work to assist the Town of Stockbridge (Town) in preparing a Watershed-Based Plan (Lake Management Plan) for Stockbridge Bowl located in Stockbridge, MA. Per your request, we have prepared the following Scope of Work.

It is GZA's understanding that the Town would like to develop a comprehensive plan to address lake quality concerns, stakeholder priorities and topics, and meet state and federal regulatory requirements to protect this valued resource for all parties for current and future use and enjoyment. This plan will act as a 'guiding document' to describe the state of the lake, summarize previous and current studies, assist stakeholders to identify and agree upon lake quality goals, decide on steps to meet the stated goals, develop funding for needed activities, develop communication methods to the community and regulators, and determine methods and measurement approaches to track progress toward those goals.

To deliver a plan that will meet the Town's expectations, assist the Town to begin gathering and organizing information required to ultimately apply for funding grants (such as Section 319 Nonpoint Source Management Program), and to have a plan format that will more easily allow tracking and updated review of the plan, GZA proposes to use the format developed for MassDEP available on its webpage (<https://www.mass.gov/guides/watershed-based-plan-information>). This format is used to assist cities and towns, their consultants and stakeholders to prepare watershed-based management plans for the purpose of compliance with federal and state requirements. Over 20 plans have been completed to date, most with funds provided through the 319 Program. Using this plan format as a guide will provide the Town with a means to set water quality goals, establish priorities and plan management methods for its own purposes as well as enabling the Town to quickly respond to grant opportunities since this vehicle gathers much of the supporting information in one location.



## **SCOPE OF WORK**

GZA will collaborate with, provide guidance, and assist the Town in the preparation of a Watershed-Based Plan (Lake Management Plan) as described above. The items outlined below comprise the general consensus of what should be included in a management plan as developed from EPA's 9 Point Watershed Management Plan requirements that meet the basic requirements for the Clean Water Act Section 319 grant funding. MassDEP's language is similar in intent but not identical to EPA language. The following scope descriptions are from MassDEP's format and meet EPA's requirements.

Element A: Identify Causes of Impairment & Pollution Sources

Element B: Determine Pollutant Load Reductions Needed to Achieve Water Quality Goals

Element C: Describe Management Measures that will be Implemented to Achieve Water Quality Goals.

Element D: Identify Technical and Financial Assistance Needed to Implement Plan

Element E: Public Information and Education

Elements F & G: Implementation Schedule and Measurable Milestones

Elements H & I: Progress Evaluation Criteria and Monitoring

GZA proposes to prepare the management plan in a phased approach, allowing certain technical information to be gathered before Town and stakeholder review and provide feedback. After Town and stakeholder review of the draft information, a meeting can be conducted with the Town, stakeholders and GZA in attendance. At that meeting water quality goals, priorities and management methods can be discussed. Once these three items are agreed upon, the management plan can be further developed in a variety of directions with further details provided to address those items. Support services (by GZA or others) can be provided to develop following steps such as technical and financial assistance to implement the plan, develop public information and education, develop an implementation schedule for management measures, and developing a progress evaluation criterion. GZA has already recommended and provided a scope and fee for on-going monitoring in 2021. Future monitoring efforts will be adjusted as goals, priorities and management methods are selected and implemented.

For the purposes of this proposal, GZA will provide a scope and fee to gather, review and summarize the existing information for the early sections of the lake management plan (components of Elements A, B and C), identify and prepare a summary memo of the goals, priorities and management methods identified and discussed in prior studies for use by the Town and stakeholders, and provide a scope and fee for 'planning level' support to the Town for later stages of the plan (Elements D to I). This will allow



the Town to bring in other selected experts at appropriate times to contribute to the larger and longer-term plan, as well as consider applying for 319 grants to fund latter stages of the plan preparation.

#### **Task 1. Gather, Review and Summarize Existing Lake Information**

GZA will gather existing reports and literature from the Town and other known sources that describe studies of the lake and recommendations provided to the Town. We do not have a comprehensive listing of these reports, so we have estimated a budget and timeframe to complete this task. Summary information will be added under the appropriate Elements as noted above. We intend to use the MassDEP report format and framework to summarize into a Stockbridge Bowl specific Watershed-Based Plan (see attached preliminary sample and format).

Information summarized in Elements A, B and C from prior studies will include:

- Summary of existing lake and watershed data and characterization
- Summary of MassDEP water quality assessment and TMDL review
- Summary of known or potential water quality impairments
- Summary of water quality goals discussed and identified in prior studies
- Summary of land use information past and changes to present day from the existing studies
- Pollutant load estimates, sources, pathways and controls from existing studies
- Summary of in-lake chemistry and processes important to the lake from the existing studies
- Summary of biological components of the lake ecosystem including aquatic vegetation, algae and cyanobacteria assemblages, fisheries community, zebra mussels, snails, and other biota from existing studies
- Lake management measures discussed, attempted and success rate based on prior studies

GZA will also conduct a watershed windshield survey after review of existing reports to confirm or verify prior critical assumptions and statements in existing reports.

GZA will prepare a summary memo identifying major observations from the review of the existing documents and the windshield survey. A Draft version of the MassDEP report format will be included for review by the Town and stakeholders.



## **Task 2. Town and Stakeholder Meeting to Discuss Findings and Identify Water Quality Goals, Priorities and Management Methods**

After the Town and stakeholders have reviewed the Draft Watershed-Based Plan and summary memo, GZA will schedule one meeting with the Town and stakeholders to discuss information provided and participate in water quality goals, priorities and management method discussions. These discussions will be formalized in meeting minutes prepared by GZA and transmitted to all participants. It is the intention of this meeting to begin directing next steps in completing the remaining Elements of the Watershed-Based Plan.

## **Task 3. Planning Level Assistance for Remaining Elements**

Once water quality goals, priorities and management methods are established, the Town may select others to advise on (or self-perform) Elements D through I listed above. GZA will provide 'planning level' services to coordinate and focus this work by others to assure they align with the Elements A, B and C above. The Town may request GZA to become more involved in some of these services as well, and as such we have prepared an estimated cost for our likely participation. We anticipate our involvement in these categories as follows:

- **Element D: Identify Technical and Financial Assistance Needed to Implement Plan**
  - GZA can review previously or newly suggested technical approaches and recommend which are most suitable to pursue. We assume we will not participate in seeking financial assistance or grant preparation at this time.
- **Element E: Public Information and Education**
  - GZA assumes we will not be asked to participate in this task. Guidance and sample documents have been provided by MassDEP and we suggest those be tailored by the Town and stakeholders for their purposes.
- **Elements F & G: Implementation Schedule and Measurable Milestones**
  - GZA assumes we will not be asked to participate in schedule implementation based on funding, and Town and stakeholder discussions. We will participate in critical discussions on measurable milestones and document decisions in the Watershed-Based Plan.
- **Elements H & I: Progress Evaluation Criteria and Monitoring**
  - GZA will participate in critical progress evaluation criteria discussions but assumes ongoing monitoring efforts we are currently contracted for will remain separate from this scope and fee. Those monitoring services will be scoped to align with the necessary monitoring activities required in the Watershed-Based Plan.



**Task 4. Other Services**

From time to time there may be other services required or meetings to be conducted that are not represented in this proposal. GZA suggests some funding be set aside for these services as they pertain to the preparation and implementation of this plan.

**COST ESTIMATE AND BASIS OF BILLINGS**

Task 1. Gather, Review and Summarize Existing Lake Information	\$42,500
Task 2. Town and Stakeholder Meeting to Discuss Findings and Identify Water Quality Goals, Priorities and Management Methods	\$ 2,500
Task 3. Planning Level Assistance for Remaining Elements	\$ 6,500
Task 4. Other Services	<u>\$ 2,500</u>
<b>Total</b>	<b>\$54,000</b>

**ASSUMPTIONS**

This cost estimate includes all GZA and ECS labor and expenses and is based on the scope of services described above, which represents our present judgment as to the level of effort required. The costs above are an estimate based on conversations and information provided to date. We currently anticipate delivering the Draft Watershed-Based Plan and summary memo within six weeks of notice to proceed.

Billings for GZA’s professional services will be based on actual accrued time and expenses unless a defined scope and fee is negotiated on a lump sum basis. In-house equipment rental will be billed to the Town of Stockbridge in accordance with our standard schedules without markup. Outside contractors and expenses will be billed at cost plus 15 percent markup. Other in-house expenses will be at cost without markup. A communications charge of 3 percent of labor will be included on each invoice.

We also assume:

- The Town will be responsible for providing GZA with all known previous reports pertaining to the Stockbridge Bowl watershed and lake studies. GZA will provide the Town with a list of studies and reports already in our possession.
- The Town will contract other experts (or self-perform if the Town so chooses) to provide input on sections of the Watershed-based Plan as they see fit, such as identifying other lake impairments related to aquatic plant management, threatened species, watershed sources, and other aspects identified by the Town as important to the management of the lake and watershed.



Additional scope tasks such as meetings, presentations, etc. in response to the Town's request will be at an additional cost as requested by the client and issued as a Change Order to this proposed Scope of Services.

**CONDITIONS OF ENGAGEMENT AND ACCEPTANCE**

Conditions of engagement are described in the attached Terms and Conditions (08/08 Edition No. 05-9011). This Proposal for Services and the Terms and Conditions shall constitute the entire agreement between the parties. This proposal may be accepted by signing in the appropriate space below and returning one copy to us.

We appreciate the opportunity to submit this proposal to the Town of Stockbridge. If you have any questions, please feel free to contact the undersigned at (860) 858-3191.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

*Christopher D. Mayne*  
Christopher Mayne, CLM  
Project Manager

*Robert W. Kortmann*  
Dr. Robert Kortmann  
Senior Limnologist, ECS, Inc.

*Stephan T. Roy*  
Stephan T. Roy, PG  
Principal

Attachments: Terms and Conditions (08/08 Edition No. 05-9011)  
GZA Rate Table SNE23D-21

This proposal is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and behalf of the Town of Stockbridge.

**Town of Stockbridge**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**GZA GEOENVIRONMENTAL, INC.  
SCHEDULE OF FEES- FISCAL YEAR 2021**

**FOR PROPOSAL FOR SERVICES DATED: February 16, 2021 FILE NO. 05.P000381.21**

<u><b>LABOR</b></u>	<u><b>Per Hour</b></u>
Senior Principals .....	\$255
Principal.....	\$230
Associate Principal/Senior Consultant.....	\$210
Senior Project Manager.....	\$190
Senior Technical Specialist .....	\$175
Project Manager/Technical Specialist .....	\$155
Assistant Project Manager.....	\$130
Engineer I/Scientist/Geologist I .....	\$110
Engineer II/Scientist/Geologist II .....	\$95
Field Technician I .....	\$90
Field Technician II .....	\$65
Senior CADD/Technical Designer .....	\$130
CADD/Technical Designer .....	\$115
Technical Administrative Support .....	\$100
Word Processing / Clerical .....	\$75
Outside Services and Subcontractors.....	Cost plus 15%
Expenses .....	Cost plus 15%

*The above rates for technical and support personnel will be charged for actual time worked on the project, including time required for travel from company office to job or meeting site and return. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.*

*Overtime work by "Non-Exempt" personnel will be billed at 1.5 times the standard rate.*

*A fifty percent (50% premium will be added to the above rates for expert witness and other special services.*

*The above-listed rates are valid for the calendar year in which this proposal is accepted by Client. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.*

*The actual average Labor rate varies due to numerous factors, including project size and complexity.*

**EXPENSES**

- Rental of specialized field or monitoring equipment and vehicle charges based on GZA standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide format scanning
- Express mail and shipping charges
- Project-specific computer hardware and software
- Long distance, local and cellular telephone, facsimile and postage (via U.S. Postal Service) are included in a flat rate Communication Fee of 3 percent per invoice on labor only

**INVOICES**

*GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.*

**BUDGETS**

*The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a significant budget variance to be 15% and we will not exceed this variance without notifying Client.*

**RETAINER**

*Any retainer specified in GZA 's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.*



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2016 by GZA GeoEnvironmental, Inc.

Client ("You") Town of Stockbridge:

Proposal No: 05.P000381.21

Site: Stockbridge Bowl 2021 Watershed-Based Plan (Lake Management Plan)

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.





**5. Right of Entry.** You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.

**6. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

**7. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**8. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

**9. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**10. Changed Conditions.**

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

**11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.



**12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

**13. Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**14. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

**15. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

**16. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

**17. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.



- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.





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www.gza.com

January 26, 2021  
Proposal No. 05.P000387.21

**Mr. Mike Canales**  
Town of Stockbridge  
50 Main Street  
Stockbridge, MA

Re: Proposal for Professional Services  
Stockbridge Bowl 2021 Limnological Monitoring Program

Dear Mr. Canales:

GZA GeoEnvironmental, Inc. (GZA) is pleased to present this proposal to design and conduct a continued Limnological Monitoring Program for 2021 at Stockbridge Bowl located in Stockbridge, MA for the Town of Stockbridge (Town). Per your request, we have prepared the following Scope of Work.

#### **BACKGROUND AND OBJECTIVES**

Stockbridge Bowl is a 370-acre hard water lake ecosystem located in Berkshire County, Massachusetts and is a popular recreational destination. However, the lake has experienced dense aquatic plant growth for many decades. The lake is also subject to harmful algae blooms. In 2020, a monitoring program was initiated by the Town to identify factors involved with lake eutrophication and to help forecast the occurrence of a cyanobacterial bloom.

It is GZA's understanding that the Town of Stockbridge would like to continue the annual monitoring program and proposes to assist the Town in conducting a limnological monitoring program during the 2021 season. The main objectives for 2021 are to continue training the Town staff in water quality data collection methods and collect data related to the factors that may lead to a cyanobacterial bloom within the lake.



## SCOPE OF WORK

GZA will provide a Certified Lake Manager and resources to collaborate with Dr. Kortmann and Dr. Burpee of Ecosystem Consulting Service, Inc. (ECS) of Coventry, CT to oversee and assist with executing the 2021 lake monitoring program to identify factors present at Stockbridge Bowl that could lead to the formation of harmful algal / cyanobacteria blooms and persistent cyanobacteria growth, resulting in adverse effects on water quality and usage. The Town of Stockbridge will provide resources to assist GZA in the data collection efforts, including manpower from the Water Department to perform lake monitoring as described below.

### Proposed Scope for 2021

Monthly sampling will be conducted on Stockbridge Bowl from April to November (8 rounds). GZA/ECS will participate in 2 sampling rounds with the Town of Stockbridge Water Department staff during the months of April, and July (2 sampling rounds). GZA/ECS will provide one field person per sampling round and we assume at least one Town employee will assist on these rounds. The Town of Stockbridge Water Department staff will independently perform the lake monitoring duties during the remaining 6 rounds (May, June, August, September, October, and November).

For each sampling round, the field team will collect data and water samples from the water column at one spot in the deepest part of the lake, to include:

- In-situ lake monitoring of physical parameters using a multiparameter datasonde (temperature, oxygen, pH, conductivity, turbidity, ORP) for each sampling round
- Water Quality sampling for chemical analyses at 1m, 5m, 7m, 10m, and 14m depths for each sampling round
- Algae samples will be collected from the surface layers (0-5 m) and a deep discrete layer (~10m) for each sampling round
- Zooplankton will be collected during the peak summer months (June, July, August, September - 4 sampling rounds)
- Fluorometric sample analyses at 1m, 5m, 7m, 10m, and 14m depths for each sampling round
- Qualitative aquatic plant survey during the July site visit

Town staff will transmit the data they gather to GZA for inclusion into the monitoring program and data interpretation.

The Town will coordinate getting all collected water samples to the laboratory within the parameter holding times for chemical analyses. The Town will also send all collected samples to ECS for analysis of algae, zooplankton, and fluorimetry.



GZA will continue to provide training / mentoring of Water Department Staff during the 2021 season for proper water quality data collection methods. GZA will also be responsible for water quality data management, assembly of data and figures, and a diagnostic evaluation of the seasonal data. At the end of the year, GZA will provide the Town with a written summary letter that will discuss the results of the data analyses from the 2021 monitoring program and include management recommendations where appropriate. The GZA Team will present the results in a meeting to the Town via Zoom or another remote meeting platform.

**The Town of Stockbridge will be responsible for all water chemistry analysis costs independent from the above scope and cost estimate below. The Town of Stockbridge will:**

- **Send the water samples to the laboratory (Phoenix Environmental Laboratory, Manchester, CT) and incur all costs associated with the chemistry analysis and the shipment of samples.**
- **Order and prepare sampling bottles from the laboratory.**
- **Send water samples collected for fluorometric, zooplankton, and algae analysis to ECS at 30 Mason St, Coventry, CT.**
- **Provide field data, observations and laboratory results to GZA for inclusion into the study.**

#### Optional Calcite Formation Analysis

Calcite formation is an important lake process in Stockbridge Bowl that may help to control nutrient concentrations in the lake. Calcite formation is related to photosynthesis activity and driven by both the algal productivity within the lake and the aquatic plant community. It is important to understand how calcite formation occurs in the lake and the rate of formation. By gaining this information, it may be possible to determine whether alterations to the aquatic plant biomass and the algae community may affect calcite formation. GZA attempted to complete this same study in 2020 without success. GZA will refine the methods of collection to have more promising results in 2021.

The GZA team will design and install 3 sediment traps; two (2) inside the littoral zone and one (1) outside the littoral zone for comparison. In addition to the sedimentation rate, limited nutrient analysis for phosphorus, nitrate/nitrite, ammonia, total kjeldahl nitrogen, and calcium will be performed. The Town of Stockbridge will be responsible for the costs associated with the chemical analyses.

#### **COST ESTIMATE AND BASIS OF BILLINGS**

Billings for GZA's professional services will be based on actual accrued time and expenses. In-house equipment rental will be billed to the Town of Stockbridge in accordance with our standard schedules without markup. Outside contractors and expenses will be billed at cost plus 15 percent markup. Other in-house expenses will be at cost without markup. A communications charge of 3 percent of labor will be included on each invoice.



Our cost estimate to complete the scope of services described herein is not to exceed \$35,000. This estimate is divided between the spring sampling season and the remainder of the sampling program. The April – June 2021 cost estimate is \$13,000 and the July – November 2021 cost estimate is \$22,000. The optional calcite formation study will cost an additional \$8,000 which will be invoiced during the second half of the study. This cost estimate includes all GZA and ECS, Inc. labor and expenses and is based on the scope of services described above, which represents our present judgment as to the level of effort required.

### ASSUMPTIONS

GZA will have access to the lake to acquire the proposed samples. Additional scope tasks such as meetings, presentations, or additional samplings in response to a cyanobacteria event will be at an additional cost as requested by the client and issued as a Change Order to this proposed Scope of Services. All water chemistry analysis costs and associated supplies and shipping costs will be incurred by the Town of Stockbridge independent of the scope and cost estimated contained herein. The ability to make appropriate calculations, inferences, assessments, comparisons, and management recommendations will be dependent on the quality of data collected. GZA assumes the Town will have the appropriate equipment and allocate the manpower to collect the data needed for such an assessment as proposed above.


### CONDITIONS OF ENGAGEMENT AND ACCEPTANCE


Conditions of engagement are described in the attached Terms and Conditions (08/08 Edition No. 05-9011). This Proposal for Services and the Terms and Conditions shall constitute the entire agreement between the parties. This proposal may be accepted by signing in the appropriate space below and returning one copy to us.

We appreciate the opportunity to submit this proposal to the Town of Stockbridge. If you have any questions, please feel free to contact the undersigned at (860) 858-3191.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

  
Christopher Mayne, CLM  
Project Manager

  
Stephan T. Roy, PG  
Principal

  
Dr. Robert Kortmann  
Senior Consultant, ECS, Inc.

Attachments: Terms and Conditions (08/08 Edition No. 05-9011)





This proposal is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and behalf of the Town of Stockbridge.

**Town of Stockbridge**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2019 by GZA GeoEnvironmental, Inc.

Client ("You"): Town of Stockbridge

Proposal No: 05.P000387.21

Site: Stockbridge Bowl – Stockbridge, Massachusetts

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care.** GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.



5. **Right of Entry.** You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.
6. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**
7. **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
8. **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.
9. **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
10. **Changed Conditions.**
  - a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
  - c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
11. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.



**12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

**13. Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**14. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

**15. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

**16. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

**17. Disputes.**

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.



- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

