CONTRACT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE METROPOLITAN AREA PLANNING COUNCIL

AND

TOWN OF MILLIS, MA

This Agreement is made and entered into by and between the METROPOLITAN AREA PLANNING COUNCIL ["MAPC"], a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and THE TOWN OF MILLIS, MA ["Town"] with its principal office at 900 Main St, Millis, MA 02054.

Witnesseth that the parties have AGREED as follows:

Article I Description and Scope of the Work

1. MAPC will provide professional services to undertake and perform all appropriate tasks to produce the Multifamily Zoning that complies with Chapter 40A, Section 3A, of the Massachusetts General Laws, for the Town of Millis and related work products as described in MAPC's proposal dated July 18, 2022 [the "Proposal"], attached as Exhibit A and incorporated herein.

Article II Time of Performance

2. MAPC shall commence work immediately upon execution of this Agreement and shall complete performance no later than August 31, 2023. Time shall be of the essence in relation to MAPC's performance under this Agreement. Reasonable extensions shall be granted at the written request of MAPC, provided the justifying circumstances are beyond the reasonable control of MAPC and without fault of MAPC. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III Revisions in the Work to be Performed

3. If during the term of this Agreement, the Town requires revisions or other changes to be made in the scope or character of the work to be performed, the Town will promptly notify MAPC. For any changes to the scope of work, MAPC shall notify the Town of associated costs in writing. MAPC

- shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **the Town**.
- 4. The Town will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by MAPC. Any revisions or changes requested by the Town will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV Payment for Services

5. The Town has received a \$25,000 technical assistance award from MAPC for Phase I of this work. The Town also received \$46,800 in One Stop funds and a \$10,000 One Stop match from MAPC to fund Phases II and III, therefore bringing the total scope to \$\overline{81},\overline{800}\$ The Town's total payment to MAPC under this Agreement shall not exceed \$46,800 unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by MAPC in performing the work.



6. The Town shall make payment to **MAPC** as on the schedule and based on the milestones and deliverables set forth in the Proposal.

Article V Ownership and Confidentiality of Material, Work Products

- 7. MAPC shall afford the Town unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected by MAPC under this Agreement.
- 8. MAPC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and otherwise use, and authorize others to use, the copyright in any work developed under this Agreement, and any rights of copyright acquired with funds provided under this Agreement.
- 9. The Town and MAPC and MAPC shall have both unlimited rights to any data first produced or delivered under this Agreement.
- 10. Upon completion of this project or termination for or without cause, MAPC shall return any documents, models, tools, plans or items whatsoever belonging to or supplied by the Town.

Article VI Indemnification

11. The parties agree to individually assume responsibility for any and all claims, losses, or liability arising from any act, omission, or failure of itself, its subrecipients, subcontractors, officers, agents, and employees relating to this Agreement. The parties further agree to hold each other harmless from such claims to the extent permitted by law.

Article VII Assignment

12. The parties shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

Article VIII Severability

13. In the event any provision of this Agreement is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

Article IX Termination of Agreement

- 14. The Town or MAPC may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.
- 15. In the event of a failure to materially perform by MAPC, the notice of such breach shall be accompanied by the nature of the failure, and shall set a date at least 60 days later by which MAPC shall cure the failure. If MAPC fails to cure within the time as may be required by the notice, the Town may at its option, terminate the Agreement. If the value of this Agreement exceeds \$250,000, and MAPC fails to cure within the time as may be required by the notice and the Town does not choose to terminate the Agreement, liquidated damages shall be due to the Town in the amount of 0.1% (one-tenth of one percent) of the face value of the Agreement for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in MAPC's final invoice or taken by the Town as a deduction to such final invoice.
- 16. Notwithstanding any language to the contrary within this Agreement, the Town or MAPC may terminate this Agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, MAPC shall be compensated for work product and services performed prior to the date of termination. In no event shall MAPC be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article X Compliance with Conflict of Interest Laws

17. MAPC warrants and represents to the Town that, to the best of its knowledge, no officer or employee of MAPC who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under M.G.L. c. 268A, § 6. MAPC further warrants and represents to the Town that, to the best of its knowledge, no employee of MAPC has a financial interest, either directly or indirectly, in the Agreement except as permitted under M.G.L. c. 268A, §7.

Article XI Governing Law and Jurisdiction

18. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

Article XII Procurement Services (Where Applicable)

19. The parties agree that all procurements that are funded with federal funds will be performed in accordance with all known applicable federal procurement and contracting requirements.

Article XIII Complete Agreement

20. This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior agreements and understandings between the parties, and may not be changed unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date written below.

For the METROPOLITAN AREA PLANNING COUNCIL

DocuSigned by: Marc Draisen	_	11/16/2022
C	Date:	. ,
Marc Draisen		
ame:		
Executive Director		
itle:		
Town of Millis		
or		
DocuSigned by:		
Michael Guzinski	D-4-	11/22/2022
72C549AFB565464	Date:	
Michael Guzinski		
Vame:		
Citle:		

* * * * * *

METROPOLITAN AREA PLANNING COUNCIL FEDERAL FUNDS CONTRACT RIDER (WHERE APPLICABLE)

Recitals

WHEREAS, the Contract to which this Rider is attached is funded, either in whole or in part, by federal funds;

WHEREAS, such federal funds may include Coronavirus State and Local Fiscal Recovery Funds ["SLFRF"] made available through the American Rescue Plan, or funds from other federal sources;

WHEREAS, the use of federal funds requires the parties, including but not limited to, recipients, subrecipients, and contractors, to comply with various applicable statutes and regulations including 2 C.F.R. §§ 200.318-327;

WHEREAS, 2 C.F.R. § 200.327 requires the inclusion of applicable provisions in certain contracts funded in whole or in part by federal funds.

Witnesseth that the parties have AGREED as follows:

Article I Introduction

- 1.1 The following contract provisions, if applicable, are incorporated into the Contract to which this Rider is attached. In the event of any conflict between the Contract and this Rider, the provisions in this Rider shall control.
- 1.2 If the following contract provisions are rescinded or revised, the parties agree to revise this Rider accordingly and make any other changes necessitated by such revisions.

<u>Article II</u> Contract Provisions Applicable to All Types of Federally Funded Contracts

2.1 Rights to Inventions Made Under a Contract or Agreement

(a). In the event that this Contract is funded by a federal award meeting the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.2 Debarment and Suspension

(a). This provision applies in the event that a contract or subcontract has a value that exceeds \$25,000, or requires the consent of an official of a federal agency, or is a contract for federally required audit services. The subrecipient or contractor certifies that neither the subrecipient, contractor, or subcontractor is a party listed on the government wide exclusions in the System for Award Management ["SAM"], in accordance with the OMB guidelines at 2 C.F.R. § 180 that implements Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- (a). Pursuant to 2 C.F.R. § 200.216, subrecipient or contractor certifies that it or its subcontractors shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i). For the purpose of public safety, security of government facilities, physical security, surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (ii). Telecommunications or video surveillance equipment or services provided by such entities or using such equipment;
 - (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b). Subrecipient or contractor shall insert the above clause in all subcontracts and other contractual instruments.

2.4 Clean Air Act and Federal Water Pollution Control Act

(a). Clean Air Act

(i). If the Contract value exceeds \$150,000, the subrecipient or contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq.

The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agreed that the federal awarding agency will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

(b). Federal Water Pollution Control Act

(i). The subrecipient or contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1241 et seq.

The subrecipient or contractor agrees to report each violation to the federal awarding agency and understands and agrees that the federal awarding agency will, in turn, report each violation as required to assure notifications to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The subrecipient or contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

2.5 Byrd Anti-Lobbying Clause and Certification

(a). Byrd Anti-Lobbying Amendment

(i). Subrecipients or contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(b). Required Certification for Awards Exceeding \$10,000

(i). If applicable, subrecipients and contractors must sign and submit the following certification to the awarding authority with each bid or offer exceeding \$100,000.

Appendix A, 44 C.F.R. Part 18 - Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Article III Contract Provisions Applicable to Federally Funded Construction Contracts

3.1 Equal Employment Opportunity Clause

- (a). During the performance of this Contract, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf

of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contracts and subcontracts by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3.2 Davis-Bacon Act

- (a). If this Contract is a prime construction contract employing laborers or mechanics with a value that exceeds \$2000, the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144 and 3146-3148 and its related regulations found at 29 C.F.R. Part 5 apply.
- (b). The subrecipient or contractor acknowledges that the decision to award this contract is conditioned upon the subrecipient or contractor's acceptance of the wage determination, and upon continuing compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Pursuant to the Davis-Bacon Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determinations, incorporated into this Contract. Subrecipient or contractor further acknowledges and understands that subrecipient or contractor shall be required to pay wages not less than once a week.
- (c). Davis-Bacon Prevailing Wage Certification

Subrecipient or contractor certifies that it and all subcontractors shall provide certified payroll affidavits verifying compliance with G.L. c.149 §§ 26-27H, the federal Davis-Bacon Act, and other related acts.

(d). 29 C.F.R. § 5 (a)(1) – (10) are hereby incorporated by reference into this Contract. All

subcontracts must include the text of 29 C.F.R. §§ 5(a)(1) - (10) in full.

3.3 Compliance with the Copeland "Anti-Kickback" Act

- (a). If this Contract is subject to the Davis-Bacon Act, the Copeland "Anti-Kickback" Act also applies.
- (b). Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract.
- (c). Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal program may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (d). Breach. A breach of the Contract clauses above may be grounds for termination of the Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 512.

3.4 Contract Work Hours and Safety Standards Act

- (a). If this Contract has a value exceeding \$100,000 and involves the employment of mechanics or laborers, the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor Regulations 29 C.F.R. Part 5 applies.
- (b). If applicable, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations 29 CFR Part 5. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (c). Pursuant to 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health and safety.
- (d). Compliance with the Contract Work Hours and Safety Standards Act

Contracts are required to contain the text of 29 C.F.R. § 5.5(b)(1) – (4) as follows:

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in

addition to the clauses required by §§ 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (e). Further Compliance with the Contract Work Hours and Safety Standards Act
 - (i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(ii). Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article IV

Contract Provisions Applicable to Federally Funded Contracts Involving Procurement

4.1 Procurement of Recovered Materials

- (a). If this Contract involves a procurement with a value exceeding \$10,000 performed by a state agency or an agency of a political subdivision of a state and its contractors, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, applies.
- (b). Contractor acknowledges and understands that, in performing the work specified under this Contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4.2 Domestic Preferences for Procurements

(a). Pursuant to 2 C.F.R. § 200.322, As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit A - Scope of Work

Millis Town Center Multifamily Zoning (for MBTA Communities) Scope of Work | July 18, 2022

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Project Summary

The Town of Millis seeks to partner with the Metropolitan Area Planning Council (MAPC), the regional planning agency for Greater Boston, on a visioning and rezoning effort for the town center that will facilitate progress towards community goals, expanded housing opportunity, and compliance with the Multifamily Zoning Requirement for MBTA Communities under Section 3A of MGL Chapter 40A. In 2021, the United Land Institute Boston/New England completed a short study of the town center that raised awareness of its potential and the opportunity to improve upon existing conditions. Now, the Town would like to expand upon that work and make an explicit connection to 3A zoning requirements, as well as explore how to incorporate affordability into new development in the town center.

The Town and MAPC propose a three-phase effort that begins with a zoning analysis (phase 1), continues with visioning and recommendations for 3A compliance (phase 2), and concludes with a new zoning bylaw and adoption support in advance of Town Meeting (phase 3). What follows is a project scope for all phases of work. MAPC is referred to as the "project team" and the Town of Millis via Robert Weiss, Economic Development and Planning Director/Energy Manager, is referred to as the "project partner."

Project Area Description and Context

The Town of Millis is approximately 12 square miles of land, located 19 miles southwest of Boston. Millis is categorized by the state as an "MBTA Adjacent" community. This community is not directly served by any MBTA route; with the nearest MBTA Bus line in the nearby community of Walpole, and the nearest commuter rail stop in the neighboring town of Norfolk.

Millis is categorized by MAPC as a Maturing New England Town. These communities are characterized by a mixed-use town center surrounded by compact neighborhoods. They have a large amount of vacant developable land, and new growth comes in the form of new subdivisions. They are among the most rapidly growing communities in the Boston region.

Complying with Section 3A and the 50-acre multifamily zoning district requirement will have challenges for a town working to maintain their existing character. Building support for such change to the built environment will be challenging, especially since the community is not currently served directly by MBTA routes. The town has acknowledged the need for all MBTA Communities to Comply with Section 3A and is ready to work towards compliance with support from the state. The town looks forward to exploring options that will comply with Section 3A to meet the communities housing needs and create additional opportunities for economic development.

Anticipated Outcome(s)

This process will raise awareness of the benefits of rezoning to meet housing need and demand and the connections between new housing and other community benefits. It is expected to result in adoption of new zoning that complies with the requirements of Section 3A at Town Meeting by 2024. Ultimately, this work should result in a greater range of housing choices in Millis' town center.

Project Connection to MetroCommon 2050

This project will advance two action areas highlighted in Greater Boston's long-range regional plan, *MetroCommon 2050* by MAPC, adopted in 2021:

- Homes for Everyone
 - Ensure that people of all races and income levels have equal access to affordable housing through homeownership and rental opportunities in every community
 - Accelerate the production of diverse housing types throughout the region, particularly deed-restricted Affordable Housing, with a focus on transit-oriented, climate-resilient, and other smart growth locations
- Inclusive Growth & Mobility
 - Reduce vehicle miles traveled and the need for single-occupant vehicle travel through increased development in transit-oriented areas and walkable centers

Strategic Priority Considerations

This project aligns with two of MAPC's strategic priorities:

Encourage development and preservation consistent with smart growth principles, especially by increasing housing production, promoting innovative transportation solutions, and encouraging mixed-use development near various forms of transit.

Play a leading role in helping the region to achieve greater equity.

Given the objective of this project is to expand housing opportunity in Millis' town center and successfully adopt zoning that will facilitate this and comply with Section 3A, the project team and partner will conduct an equitable process that provides chances to participate to those who have been marginalized from opportunity, power, and resources and those who have historically been excluded from planning and development processes

While outreach throughout this process will be done widely and engagement opportunities will be promoted to all, it is important that these efforts strategically focus on those with unmet housing need who stand to benefit from a change in the status quo. Focus will be on low-income households, renters, families, people of color, non-native English speakers, and others. Outreach and engagement efforts should also focus on housing supporters who will be interested in this work and may lend their voices to advance project goals.

Roles and Responsibilities of the Project Team and Project Partner

The project partner (The Town of Millis) will be responsible for attending regular meetings with the project manager/team, promptly responding to their requests, and providing them with previous relevant plans, information, and local data. The project partner will suggest and advise on potential Advisory Committee members, coordinate and communicate with various Town departments and staff, and keep local leadership informed and up to date on this process. The project partner will serve as the liaison to the Advisory Committee and organize their meetings. The project partner will create a web presence on the city's website and support updates to that web presence with materials provided by MAPC. The project partner will conduct outreach, promote engagement opportunities, and provide support in preparation for and at engagement activities. The partner will review work and materials and provide input to the project team. Should translation and interpretation services be requested, the project partner will assume the cost while MAPC is available to arrange the services. The partner will generally be an advocate for this project.

Project Work Plan and Major Milestones/Deliverables

The scope of work is based on the current, draft guidelines for MBTA communities to comply with the section 3A regulations. Once the final guidelines are released, amendments to the scope may be required.

Scope of Work Phase 1

TASK 1: PROJECT START-UP

Subtask 1.1 Review of local materials

The project team will review recent local materials and planning documents relevant to the rezoning effort, including the ULI technical assistance panel report, the town's comprehensive plan, the most recent housing production plan, recent proposed and adopted changes to the zoning bylaw, and other materials provided by the Town. Key findings will be included in a memo.

Subtask 1.2 Project branding

A project name and logo will be developed, as well as a design scheme that will provide easy recognition and visual consistency across all materials created for this project.

Subtask 1.3 Webpage launch and Phase 1 updates

The project web page will be a place to share content and materials pertaining to the project with the public and where people can visit for news and updates. At the time of the project launch, it will include background and links to resources on section 3A, a project overview and timeline, project objectives and benefits, Advisory Committee members, and a way to sign up for news and updates. The Town of Millis will host the webpage on the municipal website and will work with MAPC to provide updated content to the public throughout the planning process.

Subtask 1.4 Community Outreach + Communications Strategy

The Strategy will identify key stakeholder groups, how to reach them, input needed from them, and key

messages tailored to each that should be shared throughout this process. The Town will participate in discussions with MAPC to establish a preliminary list of stakeholders. The list will be expanded with Advisory Committee contacts and populated further with contacts introduced through the public engagement efforts outlined in this scope. The Town will be responsible for executing the strategy in coordination with the project team and the Advisory Committee. Responsibilities of the project partner include promoting engagement events, updating members of local boards and committees on plan progress, and assisting with targeted engagement efforts as planned in the communications strategy.

Subtask 1.5 Newsletters and listserv

MAPC will set up a newsletter template and listserv where people will be able to opt into email blasts to get project information and news. This phase will include 1-2 newsletters.

Subtask 1.6 Town center tour

The project partner will prepare a tour of the town center and walk MAPC through it at an initial meeting. The project partner should bring relevant maps and plans of the area. The tour should cover key corridors, anchors, and developments. It will also include recent investments, potential development opportunities, and challenges pertaining to development. Estimate includes travel cost.

Subtask 1.7 Advisory Committee establishment

The Town will work with MAPC to identify members of an Advisory Committee that will serve as a strategizing entity to move the process forward. The advisory committee shall include a range of Millis residents, but most importantly those who understand the need to expand housing opportunity in town through their own personal, professional, or other experiences. Members should be supportive of this effort and of housing and related objectives (such as sustainability, economic development, and so forth). Once a list of invitees is agreed upon, the Town will conduct outreach and confirm participation. The project partner will be responsible for coordinating and scheduling Advisory Committee meetings. All meetings will be held remotely and hosted by MAPC via Zoom unless otherwise noted.

Subtask 1.8 Town leadership meeting

MAPC staff will accompany the project partner to a Selectboard meeting to introduce the project. The project partner will provide an overview of Town goals and planned opportunities for engagement; MAPC staff will be available to answer Board members' questions. The meeting may also include Planning Board members, the Town Administrator, and members of other Boards/Commissions. This meeting will not be scheduled until the final MBTA Communities guidance is released and the project team has had ample time to review the final guidance.

Subtask 1.9 Communications product 1: Project overview

Throughout the project, MAPC will develop content for and produce graphic products that communicate key messages associated with this work in an accessible manner. The first product will provide an overview of the project.

Subtask 1.10 AC meeting 1

The project team will meet remotely with the AC to go over the project scope and timeline, AC role, above work, and next steps. This meeting may be conducted as part of subtask 2.2, for a preliminary study area boundary discussion and may be held in-person.

Meetings AC Meeting #1

Focus Group #1

Town leadership meeting

Deliverable: 1. Summary memo 1: Local materials, study area overview, focus group summary

2. Community Outreach + Communications Strategy

3. Communications product 1

Timeline: July – September 2022

Task Estimate: \$8,200

TASK 2: ZONING ANALYSIS

Subtask 2.1 Focus group 1 - Town representatives

MAPC will host a remote focus group with Town staff, volunteers, and board/committee members whose work intersects with zoning, permitting, and development. Discussion will focus on barriers and opportunities to development in the Town Center. The project partner is responsible for identifying participants in consultation with MAPC, securing their participation, and meeting scheduling and coordination.

Subtask 2.2 Preliminary Study Area Boundary Draft

Analysis of current zoning and environmental constraints, as well as the ULI report, will be mapped and used to draw a working study area boundary that can meet the section 3A minimum of 50 acres (or other size, should DHCD's final guidance change) in an eligible location. This work will consider wetlands, land subject to use restrictions, and other environmental constraints relevant to development and section 3A's definition of "developable land." The project partner will review the draft boundary and vet it internally with others whose input is needed. This may be accomplished alongside subtask 1.10 with the advisory committee.

Subtask 2.3 Analysis of current zoning

MAPC will conduct a zoning audit of the Town Center area by reviewing relevant portions of the Town's Zoning Bylaw. The focus will be on understanding districts in the area, allowed and disallowed residential uses, dimensional regulations, and other requirements. MAPC Staff will also assess the permitting process, including what is allowed as of right and what requires a special permit or variance and how long it takes. MAPC will coordinate with the project partner to understand relevant history, such as when relevant amendments were made to the ordinance and whether there was community support or opposition. This analysis will provide the foundation for future tasks pertaining to understanding section 3A compliance and will inform recommended amendments to the Bylaw.

Subtask 2.4 Section 3A comparison

MAPC will use the zoning audit conducted under Task 2.3 to determine where the current zoning is and is not in alignment with the requirements of section 3A. Analysis will focus on key elements of the state guidance, including by-right development, multifamily housing types, minimum density, housing suitability for families, dimensional regulations that will affect unit capacity, and others. It is anticipated that final guidelines will be released at this point.

Subtask 2.5 Development trends

The Town will provide local permitting, zoning relief, and other data on recent multifamily development for MAPC to analyze and draw conclusions about development trends. This analysis will help MAPC understand how the current zoning is functioning and the community understand development occurring in Millis. It will inform future project tasks related to developing zoning recommendations and testing compliance with section 3A.

Subtask 2.6 Town-wide engagement activity 1

MAPC will design and host, with the support of the Town, a webinar/Zoom meeting/and/or survey to educate the public on the zoning requirement and Millis' current zoning. The event will include exercises pertaining to visioning for the Town Center area, building on the ULI report, and establishing goals and priorities for the new zoning.

Subtask 2.7 Communications product 2: 3A requirements and benefits

The second communications product will summarize the requirements of section 3A and articulate the benefits to Millis.

Subtask 2.8 AC meeting 2

The project team will meet remotely with the AC to go over focus group input and work to date.

Meetings: 1. Town-wide engagement activity 1

Focus group 1
 AC meeting 2

Deliverable: 1. Summary memo 2: Zoning analysis, development trends

2. Summary Memo 3: Town-wide engagement activity 1 and focus group activity

3. Communications product 2

Timeline: August – October 2022

Task Estimate: \$11,100

TASK 3: DIRECT COSTS

MAPC assumes one visit to tour the station area, but all other meetings and engagement activities will occur remotely. Any hybrid engagement will be staffed by Town staff or AC members in person, while the project team staffs the remote end. Should the Town want to distribute communications materials created as part of this process in print rather than online, the Town will cover printing costs. Should translation and interpretation services be requested, the Town will provide funding.

Meetings: None

Deliverable: None

Timeline: July – October 2022

Task Estimate: \$200

TASK 4: PROJECT MANAGEMENT

The project manager is responsible for communications (including email, calls, and meetings) with the project partner and AC, managing the project team, budgeting, quality control of drafts and deliverables, and many other tasks to ensure the successful execution of this work. The cost of this work is estimated as 10% of the project cost.

Meetings: None

Deliverable: None

Timeline: July – October 2022

Task Estimate: \$3,500

PHASE 1 ESTIMATE \$25,000

Scope of Work Phase 2

Please note that the following work plan is subject to modest change depending on the release of the final Section 3A guidelines by the Executive Office of Housing and Economic Development (EOHED) prior to start of phase 2.

TASK 5: VISIONING

Subtask 5.1 Study area vision

MAPC will draft a vision for the study area based on past plans, community input collected to date, and the objectives of section 3A. The draft statement will be shared with the project partner for feedback and then with the AC; edits will be made as needed early in the process.

Subtask 5.2 Development typologies

To help the public understand development types and density, MAPC will utilize its library of housing icons. In consultation with the Town, MAPC staff will select appropriate development types based on zoning objectives and requirements. These icons may be paired with photographs of real-world development in Millis or similar communities if deemed useful. This work will be used for engagement purposes to help people understand how buildings reflect zoning requirements.

Subtask 5.3 Focus group 2 - Developers

The Town and MAPC will work to identify developers active in Millis and those experienced with the types of residential development likely under section 3A to invite to a remote focus group. Discussion will focus on experiences with and barriers and opportunities to developing in Millis or within similar regulatory frameworks, as well as priorities for zoning under section 3A.

Subtask 5.4 Infrastructural and environmental constraints

Based on recent plans, studies, and local data, MAPC will assess infrastructural constraints in the study area, including wetlands, water, sewer, and roadways, to understand "developable land" as defined by the guidance and determine to what extent each may be a barrier to new development and redevelopment. Significant limitations identified may require preliminary research on best practices and suitable solutions the Town can implement to unlock development.

Subtask 5.5 Communications product 3: Vision and benefits of zoning for housing

The fourth communications product will highlight key community benefits of an expanded and diversified housing supply, such as to the environment, community vibrancy, and economic development.

Subtask 5.6 AC meeting 3

The project team will meet remotely with the AC to debrief the first town-wide engagement activity, go over work to date, and prepare for the second town-wide engagement activity.

Meetings: 1. Focus group 2

2. AC meeting 3

Deliverable: 1. Summary memo 4: Vision and related work, focus group

2. Communications product 3

Timeline: November 2022 – January 2023

Task Estimate: \$9,200

TASK 6: SECTION 3A COMPLIANCE

Subtask 6.1 Parcel analysis

MAPC will conduct a parcel analysis of the study area, including variables such as parcel size, topography, ownership, adjacencies, existing development, current assessed building value, water and sewer access, and other variables.

Subtask 6.2 Zoning and design recommendations

Based on analyses conducted to date as well as community input on the vision for the station area, MAPC will develop zoning and design recommendations that can be used to test unit capacity. For any given zoning element, such as density and dimensional regulations, several options may be recommended to test for compliance with section 3A and the degree to which they can advance the community's vision for the station area. These recommendations will be revised based on how they impact unit capacity and financial feasibility (Tasks 3.3 and 3.4, respectively). Depending on findings from this work to date, supplemental recommendations for design guidelines may be provided (but design guidelines are not a deliverable of this project).

Subtask 6.3 Unit capacity modeling

MAPC will use the state's forthcoming tool and potentially one of its own to test the impact of different zoning scenarios on buildout capacity within a geography to determine to what degree different zoning scenarios would comply with section 3A. The findings from this analysis will be shared with the Town and used to select the preferred zoning scenario.

Subtask 6.4 Financial modeling for affordability

To ensure the new zoning includes affordability requirements, MAPC will use a financial modeling tool to test different requirements and cost offsets to ultimately develop recommendations that minimize impacts on development finance.

Subtask 6.5 Town-wide engagement activity 2

MAPC will design and host, with the support of the Town, a webinar or Zoom meeting to share work to date and collect input on recommendations.

Subtask 6.6 Communications product 4: Recommendations

The third communications product will summarize emerging zoning recommendations based on input and work to date.

Subtask 6.7 AC Meeting 3

The project team will meet remotely with the AC to go over work to date and prepare for the first townwide engagement activity.

Meetings: AC Meeting #3

Deliverable: Town Center plan update to ULI report

Timeline: December 2022 - March 2023

Task Estimate: \$20,200

TASK 7: PROJECT MANAGEMENT AND OTHER LABOR

The project manager is responsible for communications (including email, calls, and meetings) with the project partner and AC, managing the project team, budgeting, quality control of drafts and deliverables,

and many other tasks to ensure the successful execution of this work. The cost of this work is estimated as 10% of the project cost. Additionally, this phase will include website updates and preparation and sending of newsletters.

Meetings: None

Deliverable: None

Timeline: November 2022 – March 2023

Task Estimate: \$5,300

PHASE 2 ESTIMATE \$34,700

Scope of Work Phase 3

TASK 8: ZONING

Subtask 8.1 Draft zoning

Based on discussion of zoning recommendations with the project partner and community input, the project team will draft zoning language. This will be shared with the project partner and other Town staff for review. The project partner will provide one document with comments for MAPC to address.

Subtask 8.2 Town-wide engagement activity 3

MAPC will design and host, with the support of the Town, a webinar or Zoom meeting to get input on semi-final recommendations.

Subtask 8.3 Final zoning

The project team will update and finalize zoning based on discussion of comments on the first draft.

Subtask 8.4 Communications product 5: Summary pamphlet

The fifth communications product will share the vision statement, summarize the zoning, and make key points on how the zoning will advance the vision.

Subtask 8.5 AC Meeting 4

The project team will meet remotely with the AC to debrief the second town-wide engagement activity, go over work to date, and prepare for the third town-wide engagement activity.

Meetings: 1. Town-wide engagement activity 3

2. AC meeting 4

Deliverable: Final Zoning

Timeline: April - June 2023

Task Estimate: \$12,000

TASK 9: ADOPTION SUPPORT

Subtask 9.1: Town staff and leadership engagement

The project partner will be responsible for sharing updates with Town staff and leadership through this process. Towards the end of this effort, MAPC will provide support to Town staff to share project outcomes and urge their support of the zoning. This may entail a presentation or attendance at one or two meetings. These discussions will occur remotely unless public health improves to the point where in-person meetings pose no risk to MAPC staff.

Subtask 9.2: Show your support training

MAPC will hold a remote meeting for allies and advocates to go over the final zoning and discuss ways they can show their support and build support for the zoning within their networks and community.

Subtask 9.3: Communications product 6: Support toolkit

The sixth final communications product will include resources listing how people can show support for the zoning and templates residents can use on social media or to write letters to Planning Board or Select Board members.

Subtask 9.4 AC meeting 5

The project team will meet remotely with the AC to debrief the third town-wide engagement activity and strategize for how to build support for the zoning before it goes to a vote at Town Meeting.

Meetings: AC Meeting 6

Deliverable: Communications Product 6

Timeline: June - August 2023

Task Estimate: \$5,400

TASK 10: PROJECT MANAGEMENT AND OTHER LABOR

The project manager is responsible for communications (including email, calls, and meetings) with the project partner and AC, managing the project team, budgeting, quality control of drafts and deliverables, and many other tasks to ensure the successful execution of this work. The cost of this work is estimated as 10% of the project cost. Additionally, this phase will include website updates and preparation and sending of newsletters.

Meetings: None

Deliverable: Final Zoning

Timeline: April – August 2023

Task Estimate: \$6,900

PHASE 3 ESTIMATE \$24,300

TOTAL PROJECT ESTIMATE:	\$81,800
MAPC Phase 1 Funding:	\$25,000
MAPC One Stop Match:	\$10,000
One Stop Phase 2 - 3 Request:	\$46,800

Timeline

Tasks	Jul 22	Aug 22	Sept 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23
Project														
Start-Up														
Zoning														
Analysis														
Study Area														
Visioning														
Section 3A														
Compliance														
Draft and Final														
Zoning														
Adoption														
Support														
Project														
Management														
Direct														
Costs														
AC														
Meetings														
Public														
Forum														
Project														
Phrase 1														
Project														
Phrase 2														
Project														
Phrase 3														

Budget

Project Start-Up	\$8,200
Zoning Analysis	\$11,000
Phase 1 Project Management and Direct Costs	\$3 , 700
Visioning	\$12,500
Section 3A Compliance	\$12,700
Phase 2 Project Management	\$ 5, 300
Zoning	\$12,000
Adoption Support	\$5,400
Phase 3 Project Management	\$6,900
	TOTAL: \$82,000

Scope approval

DocuSigned by:		
Michael Guzinski	11/22/2022	
Michael Guzinski, Town Administrator, Town of Millis MA	Date	