



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

RECEIVED
TOWN OF MEDFIELD, MASS.
TOWN CLERK

2019 JUN 28 A 10:49

OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

<u>PLACE OF MEETING</u>	<u>DAY, DATE, AND TIME</u>
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday July 9, 2019 @ 7:00 PM

AGENDA (Subject to change)

7:00 PM Call to order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Citizen Comment

Appointments

7:00 PM Public Hearing – Application to Solicit

Renewal by Anderson Windows, Donald Williams, Manager

Action Items

Selectmen are requested to vote to authorize Town Administrator to sign letter addressed to Department of Housing and Community Development regarding Medfield Meadows, 41 Dale Street / local preference

Town Planner Sarah Raposa requests Selectmen vote to sign MSHDC Consultant Contracts for the following:

Utilities Investigation (Pare)

Zoning (McCabe)

Hazardous Materials

Town Planner Sarah Raposa requests the Selectmen vote to sign the Town Wide Master Planning Committee Consultant Contract

Selectmen are requested to vote to appoint William McNiff, term expires 2021 and Michael Whitcher, term expires 2019 as full members of the Zoning Board of Appeals and as recommended by the ZBA

Board of Health member Jen Polinski submits notice of resignation
Board of Health member Marcia V. Aigler submits letter of resignation

Town Administrator requests the Selectmen to vote to adopt the IRS mileage reimbursement rate for employees

DPW Director Maurice Goulet requests the Selectmen vote to sign contract with CJP & Sons Construction Co., Inc., Millis, MA to replace the Pleasant Court water line; amount of contract \$34,876.00

Licenses and Permits (consent calendar)

Joshua Kane, Manager Jack's Abby Brewing Company requests one-day malt beverage permit for two events at Rocky Woods reservation; Saturday July 13, 6-8PM and Sunday July 21, 1-3PM

Town Administrator Update

Review Board of Selectmen Action List

Selectmen Report

Informational

Copy of ZBA legal notice
Report from Sovereign Consulting Inc., regarding 26 Spring Street (Irving Gas)
Notice from Comcast regarding TiVo customers

Next meeting dates

July 30
August 13 and 27

E. Clark
6-28-19

OFFICE OF THE
TOWN CLERK

2019 JUN 28 A 10:49

RECEIVED
TOWN OF MEDFIELD, MASS.



**COMMUNITY
NEWSPAPER
COMPANY**

GateHouse Media New England

**Community Newspaper Co. – Legal
Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368
1800-624-7355 phone | 781-961-3045 fax

Order Number: CN13812647
Salesperson: Deborah Dillon

Evelyn Clarke
Medfield Bd Of Selectmen
459 MAIN ST
MEDFIELD, MA 02052-2009

Title:	Press & Transcript Legals	Class:
Start date:	7/5/2019 7/5/2019	Stop date:
Insertions:	1 45 ag	#Lines:
Price:	\$15.30	

**MEDFIELD - RENEWAL BY ANDERSON WINDOWS
LEGAL NOTICE
TOWN OF MEDFIELD
PUBLIC HEARING**

Notice is hereby given that under the provisions of Article IV, Section 21 of the Town of Medfield By-Laws a public hearing will be held on Tuesday July 9, 2019, at 7:00 PM at the Medfield Town House, 459 Main Street, on application of Donald Williams representing Renewal by Anderson Windows, Northborough MA to solicit in Medfield. All town boards and interested parties are invited to attend.

Gustave H. Murby, Chairman
Board of Selectmen

AD#13812647
The Press 7/5/19

Vote to appoint William McNiff (replaces Steve Nolan whose term expires 2019)

Vote to appoint Michael Whichter (replaces Charlie Peck whose term expires 2021)



Evelyn Clarke <eclarke@medfield.net>

Fwd: Resignation

1 message

Nancy Bennotti <nbennotti@medfield.net>

To: Kristine Trierweiler <ktrierweiler@medfield.net>, Evelyn Clarke <eclarke@medfield.net>

Mon, Jun 17, 2019 at 12:34 PM

----- Forwarded message -----

From: **Jen Polinski** <jampolinski@gmail.com>

Date: Mon, Jun 17, 2019 at 12:16 PM

Subject: Resignation

To: Nancy <nbennotti@medfield.net>

To the Board of Selectmen,

With this letter, I submit my resignation from the Board of Health, effective today, June 17, 2019. It has been a privilege to serve the Town of Medfield over the past 5 1/2 years.

Respectfully,

Jennifer Polinski

--

Nancy M Bennotti, Administrative Assistant

Town of Medfield --- Board of Health

508-906-3006 Mon-Fri 830 am to 1230 pm

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

RECEIVED

JUN 24 2019

MEDFIELD SELECTMEN

June 20, 2019

The Board of Selectmen

459 Main Street

Medfield, MA 02052

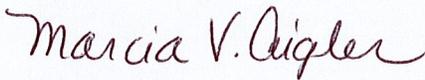
To The Board of Selectmen:

I am writing to inform you of my decision to resign from my position on the Board of Health, effective July 31, 2019. I will be attending the July 9, 2019 meeting and am certainly available to be of any assistance during this time of transition.

It has been a pleasure and an honor to serve on the Board of Health for the past 20 years. I am proud of the changes and accomplishments made throughout those years.

Thank you for giving me the opportunity to serve with such a dedicated and knowledgeable team.

Sincerely,



Marcia V. Aigler

mvaigler@aol.com (508-333-7588)



U.S. (Global) ▼

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CEBS

Resources and News

Jobs In Benefits

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IFEBP > News > Regulatory Updates

IRS Releases 2019 Standard Mileage Rates

The Internal Revenue Service (IRS) released Notice 2019-02 providing the 2019 standard mileage rates. Beginning January 1, 2019, the standard mileage rates for the use of a car (vans, pickups or panel trucks) will be:

- 58 cents per mile for business miles driven, up from 54.5 cents for 2018
- 20 cents per mile driven for medical or moving purposes, up from 18 cents for 2018
- 14 cents per mile driven in service of charitable organizations, unchanged from 2018

Notice 2019-02 contains the standard mileage rates, the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan.

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- Controlly
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- Annual Employee Benefits Conference
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- Online Learning
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CEBS

- About the CEBS Program
- How to Get Your CEBS
- Exams
- CEBS Compliance Study Materials
- Instructor Led Online Classes
- University Students
- ISCEBS
- Digital Badges

Resources and News

- Affordable Care Act (ACA)
- Access Instant Resources
- Apprenticeship
- Benefits Communication
- Benefits News - Today's Headlines
- Benefits in Transition
- Podcasts - Talking Benefits
- Blog - Word on Benefits
- Books
- Financial Education/Retirement Security
- Jobs in Benefits
- Legislative Tracker
- Magazines
- Meeting and Event Management
- National Employee Benefit Day
- Podcasts - Talking Benefits
- Regulatory Updates
- Research and Survey Results
- Sample Benefit Documents



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-03

STATE CONTRACT # (if applicable) _____

This Contract is made this 9th day of July 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and CJP & Sons Construction Co., Inc., having a usual place of business at 1420 Main Street, Millis, MA 02054, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: June 1, 2019 through September 30, 2019 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice. The Contractor submitted a quote for Thirty-Four Thousand, Eight Hundred Seventy-Six dollars (\$34,876.00) for the work required for the Program, and the Town has decided to award the contract therefore to the Contractor.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an

order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

By: 
Title: 

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Cesidio J. Pinciaro Jr
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Cesidio J. Pinciaro Jr, authorized signatory for
name of signatory

CJP and Sons Construction Co. Inc., whose
name of contractor

principal place of business is at 1420 Main Street,

Mills, MA, 02054 does hereby certify under the pains and penalties of perjury that
CJP and Sons Construction Co. Inc. has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Cesidio J. Pinciaro Jr 6/25/19
Signature Date



EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of CTP and Sons Corp, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

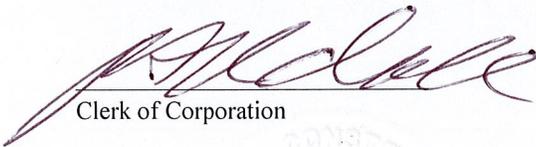
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, James A Pincus the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 1/1, 2019


Clerk of Corporation

SEAL

ATTACHMENT

A



CJP & SONS CONSTRUCTION CO. INC.

1420 MAIN STREET

MILLIS, MA 02054

(508) 376-4916

May 14, 2019

Mr. Maurice Goulet
DPW Director
Town of Medfield

Re: Pleasant Court Water Main Project

Dear Mr. Goulet,

C.J.P. & Sons Construction Co., Inc. proposes to supply the equipment and labor to perform the following work for the Town of Medfield for the Pleasant Court Water Project:

- Supply and install 2 inch temporary water main and services to three houses
- Saw cut street to install water main and three new water services
- Install one new 6" gate valve to connect older line to new 6" ductile iron
- Install 220 feet of new 6" ductile water pipe
- Pressure test, chlorinate, dechlorinate, and bacterial sample new 6" water line
- Tap three new 1" corps. and new 1" copper to curb stop only
- Install new curb stops and buffalo boxes
- Install one new 6" gate valve and hydrant
- Back fill and compact trenches
- Pave all trenches with 2.5" of binder course
- Note: CJP will obtain the necessary permits. Town of Medfield will waive the permit fees.

Total: \$32,400.00

Additional material costs:

Pipe bedding	38 c.y. @ \$10.00/c.y.	\$ 380.00
Road Gravel	40 c.y. @ \$15.00/c.y.	600.00
Pavement	260 l.f. @ 2.5" depth = 22 Tons @ \$68.00/ton	1,496.00
Total additional materials:		\$ 2,476.00
Total equipment, labor and additional material:		\$ 34,876.00



CJP & SONS CONSTRUCTION CO. INC.

1420 MAIN STREET

MILLIS, MA 02054

(508) 376-4916

Note: There are no boring logs therefore, if ledge is encountered, it will be removed via hoe ram at \$275.00/ c.y.

If you have any questions please contact me.

Sincerely,

John W. Pinciaro

Treasurer



CJP & SONS CONSTRUCTION CO. INC.

1420 MAIN STREET

MILLIS, MA 02054

(508) 376-4916

EXTRACTS FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF, C.J.P AND SONS CONSTRUCTION CO; INC. AND HELD AT MILLIS, MASSACHUSETTS on January 1, 2019

"A meeting of the Board of Directors of C.J.P and Sons Construction Co; Inc. 1420 Main Street, Millis, Massachusetts, all the Directors being present."

"Cesidio J. Pinciario Jr."

"John W. Pinciario"

"James A. Pinciario"

Upon motion duly made and seconded, it was:

"Voted: That Cesidio J. Pinciario Jr. is authorized to sign, seal and deliver in the name of the Corporation, And on its behalf, contracts for construction services, and to sign releases for the Corporation."

"Cesidio J. Pinciario Jr."

"John W. Pinciario"

"James A. Pinciario"

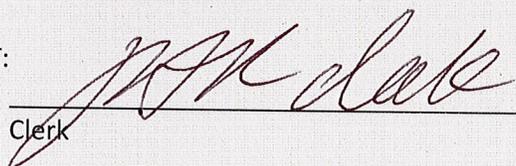
A True Copy,

ATTEST:


Clerk 6/18/19
Date

This is to certify that the above vote was and is in full force and effect as of date of this contract.

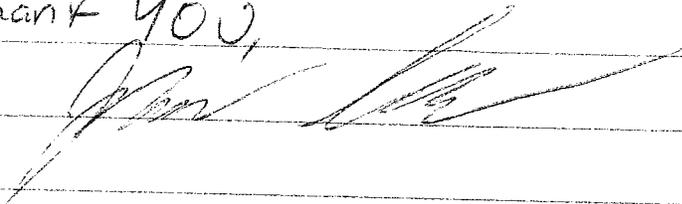
ATTEST:


Clerk 6/18/19
Date

June 17th, 2019

I, Joshua Kane, of Jack's Abby Brewing Company am requesting two separate one-day pouring licenses for malt beverages at Rocky Woods on Saturday July 13th and Sunday July 21st on behalf of the Trustees. Time frame for July 13th will be 6-8pm and July 21st will be 1-3pm

Thank you,





TOWN OF MEDFIELD
BOARD OF APPEALS ON ZONING
459 Main Street
Medfield, MA 02052

44 HOSPITAL RD

63-009

LUC: 930

TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA 02052

ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, July 10, 2019, at the Medfield Town House, 459 Main Street, to hear the following petitions:

- **John C. Moon, Jill Seiler-Moon, Evan Moon and Kaitlyn St. Germain (applicant/owners)** seek a Special Permit for a Family Apartment pursuant to Medfield Zoning Bylaw §300-14.10.I.(3) The property is located at 79 Granite Street; Assessors' Map 17 Lot 049; RT Zoning District.
- ➔ - **Denise Asaro (applicant/owner)** seeks a Special Permit for a Family Apartment pursuant to Medfield Zoning Bylaw §300-14.10.I.(3) The property is located at 17 Hospital Road; Assessors' Map 64 Lot 013; RT Zoning District.

The applications and plans may be viewed during regular business hours. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman
Board of Appeals on Zoning

THE PRESS

June 21, 2019

June 28, 2019

Most applications and plans are available on the Town's website:
www.town.medfield.net > *Boards and Committee > Zoning Board of Appeals*
Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or
sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion



June 24, 2019

Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

RECEIVED
JUN 27 2019
MEDFIELD SELECTMEN

Re: TiVo Customers: Accessing Xfinity On Demand App

Dear Chairman and Members of the Board:

We are committed to keeping you updated about actions that may affect our customers. To that end, and as a courtesy in the event you receive questions, we are letting you know that as of June 25, 2019, the Xfinity On Demand app will no longer be available on TiVo devices.

In close consultation with TiVo, we made the decision to remove the Xfinity On Demand app from TiVo devices because the platform that permits those entitlements utilizes outdated technology that can no longer be updated and is therefore susceptible to security breaches. Both Xfinity and TiVo have notified affected customers of this equipment issue.

Please feel free to contact me at 508.884.2326 if you have any questions.

Very truly yours,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs

**AGREEMENT FOR CONSULTING SERVICES
RE: MSH ZONING**

AGREEMENT made this 9th day of July 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Kathleen McCabe, d/b/a McCabe Enterprises, 12 Primrose Street, Boston, MA 02131 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Scope of Services Tasks 1-6 outlined in its July 1, 2019 proposal to Sarah Raposa, Town Planner, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services – Consultant's total fee for services shall be Twelve Thousand Nine Hundred and Forty-Two Dollars and Fifty Cents (\$12,942.50) for the Tasks outlined above. Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall periodically bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established planning consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT

Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. Termination
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
 - b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.
10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Kathleen McCabe, d/b/a McCabe Enterprises, 12 Primrose Street, Boston, MA 02131 or such other address as Consultant from time to time may have designated by written notice to the Town

and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
 - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
 - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
 - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and

provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

In Witness Whereof, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its
Board of Selectmen:

Consultant:
Kathleen McCabe, by:

Name / Title

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated Twelve Thousand Nine Hundred Forty-Two Dollars and Fifty Cents (\$12,942.50) for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Town Accountant

McCABE

July 1, 2018

Ms. Sarah Raposa, AICP, Town Planner
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Sent via Email: sraposa@medfield.net

RE: Updated Proposal for Assistance for MSH Rezoning Consideration & Adoption

Dear Ms. Raposa:

Thank you for the invitation to submit a quote for services to assist the Town and the Planning Board regarding the proposed rezoning of the Medfield State Hospital to facilitate redevelopment of the site. We have updated this letter proposal to include the Development Committee's requested changes and additional services. We understand that assistance is desired to prepare the draft MSH zoning for Planning Board public hearings in advance of a Special Town Meeting to consider adoption of the MSH zoning. In addition, McCabe Enterprises understands that the Town anticipates three meetings with the consultant including a possible joint meeting with the Planning Board, Warrant Committee and Board of Selectmen. An additional meeting with the Development Committee about preparation of a Request for Qualifications and Proposal solicitation for Developers for the MSH property has been added, to facilitate an integrated approach to rezoning and subsequent solicitation of a development partner.

We understand that the Board of Selectmen will be the project proponent for MSH rezoning.

Our approach to this assignment starts with utilizing the existing draft zoning proposal developed with the Medfield State Hospital Master Plan Committee during the MSH master planning process. This draft rezoning proposal included consultation with the Planning Board during its development. Our approach to this assignment by task is detailed below.

Task 1. Kickoff Meeting.

We propose a kickoff meeting to review the scope and schedule, as well as clarifying expectations. The kickoff meeting can be with staff and consultant, as well as with representatives of the Board of Selectmen and other appropriate committees and boards, as you may identify and choose.

Ms. Sarah Raposa

RE: Services Proposal for Assistance as to Rezoning Medfield State Hospital

July 1, 2019

Page 2 of 5

Task 2. Joint Consultation Meeting with the Planning Board, Warrant Committee and Board of Selectmen on Proposed Rezoning of MSH for redevelopment.

McCabe Enterprises will participate with a joint meeting on the Planning Board, Warrant Committee and Board of Selectmen on the proposed rezoning of MSH, to review the draft zoning article (text and map) and address questions about the draft zoning article – what it is and is not, purpose, etc. Our understanding of that the broader goal of this meeting is to inform committee members so that can support a recommendation favoring the MSH rezoning prior to Town Meeting. McCabe Enterprises will prepare a PowerPoint with an overview of the draft MSH rezoning text and map proposal for the joint meeting. Based on the discussion and outcome of the joint meeting, McCabe Enterprises will incorporate suggested edits and any desired finetuning in the MSH rezoning proposal prior to the public hearing, if any.

Task 3. Public Hearing and Supportive Materials for MSH Rezoning.

McCabe Enterprises will prepare the final draft version of the MSH rezoning for public distribution and notification (incorporating finetuning comments from the Planning Board). A draft public notice for the public hearing will be prepared and submitted to the Town for posting and advertisement. McCabe Enterprises will prepare an informational handout about the proposed MSH rezoning for public reference and education. We also suggest development of a brief PowerPoint presentation on the proposed rezoning that can be used at the public hearing to help explain the proposed zoning changes, text and map, at the public hearing. McCabe Enterprises is prepared to attend the public hearing, present the PowerPoint and respond to any questions as you and the Planning Board would so request at the Public Hearing.

Deliverables for Task 3 are: (1) final draft of MSH Rezoning Proposal and Map incorporating any comments from the joint meeting detailed in Task 2; (2) Public Hearing Notice and Advertisement with proposed draft MSH rezoning text and map; (3) informational handout on proposed MSH rezoning in digital format sized for both posting on the web and for printing; (4) a PowerPoint presentation on the proposed MSH rezoning; (5) attendance at the public hearing regarding MSH rezoning.

Task 4: Preparation for Town Meeting.

Drawing from the results of the Public Hearing, McCabe Enterprises will make any required adjustments in the proposed MSH zoning text and map for consideration by Town Meeting, as directed by the Town Planner. In addition, McCabe Enterprises will update the informational handout for use at Town Meeting and the PowerPoint presentation.

McCABE Enterprises

Ms. Sarah Raposa

RE: Services Proposal for Assistance as to Rezoning Medfield State Hospital

July 1, 2019

Page 3 of 5

Deliverables for Task 4 are: (1) refined final draft of MSH Rezoning Proposal and Map incorporating changes, as may or may not be needed, stemming from the public hearing for final review and consideration by Town Meeting; (2) updated public information handout; and (3) an informational PowerPoint on the MSH rezoning text and map amendments.

Task 5: Attendance at Special Town Meeting.

A representative from McCabe Enterprises will attend the Special Town Meeting that considers the MSH rezoning proposal and serve as a resource, as needed.

Task 6: Task 1: Meeting with Development Committee to Review Approaches and General Scope of RFQ/RFP Process.

McCabe Enterprises will present at and facilitate a meeting with the Development Committee to review the RFQ/RFP process and the required steps per the Town's agreements with DCAMM and Massachusetts Historical Commission. We foresee this meeting addressing key issues, such as: type of land area and scope of the RFQ/RFP; one or multiple RFQ/RFPs for the MSH property; RFQ and RFP selection criteria; the future role of the Town in MSH land ownership and management; the role of public input, if any, during the procurement process; the RFQ/RFP timeline. This task includes meeting preparation.

Schedule

Anticipating a Special Town Meeting in late-October or November 2019, McCabe Enterprises foresees that the schedule for this assignment will be as follows. McCabe Enterprises will work with you and the Town to meet specific scheduling needs for this assignment.

Date	Activity
Kick-off Meeting – July 2019	Within ten days of acceptance of this letter proposal, most likely during the weeks of July 8 or 15 th .
August 2019	Joint Meeting with Planning Board, Warrant Committee & Board of Selectmen
Approximately 2 weeks following date of Joint Meeting.	<ul style="list-style-type: none">• Final language of MSH zoning text and map changes and public hearing notice
Approximately 1 week following the submittal of final language for zoning text & map changes.	<ul style="list-style-type: none">• Informational handout on proposed MSH zoning changes
September 2019	<ul style="list-style-type: none">• Public Hearing on MSH Zoning Amendment• PowerPoint overview on Zoning Amendment

McCABE Enterprises

Ms. Sarah Raposa

RE: Services Proposal for Assistance as to Rezoning Medfield State Hospital

July 1, 2019

Page 4 of 5

September-October 2019	Task 6 – meeting with the Development Committee regarding developer solicitation process and zoning
Ten days following date of Public Hearing.	Final text language and map for MSH Zoning for Town Meeting consideration (incorporating any changes and edits based on Public Hearing.
Two weeks following the date of the Public Hearing.	Updated Informational Handout for Special Town Meeting re: MSH Zoning Warrant Article
Late October or November 2019	Special Town Meeting

Fee Proposal

McCabe Enterprises proposes to provide the services, Tasks 1 through 6 ~~for the development of one RFQ/RFP~~ as outlined in this letter dated July 1, 2019 at a fee of \$12,942.50. Additional meetings beyond the ones outlined in this letter proposal will be invoiced as to time in accordance with the billing rates. As a part of this assignment, all products will be delivered in digital formats. Printing and copying are considered reimbursable expenses. Professional service fees and reimbursables will be invoiced on a monthly basis with payment due upon receipt of invoice.

If you have any questions or need additional information, please do not hesitate to contact us. I can be reached at the McCabe Enterprises' offices at 617 469-9444 or via my mobile at 617 549-7985. Thank you again for inviting us to submit this proposal to assist the Town of Medfield in adopting zoning for Medfield State Hospital property.

With warm regards,



Kathleen McCabe, AICP
Principal, McCabe Enterprises

Enclosures

McCABE Enterprises

Ms. Sarah Raposa

RE: Services Proposal for Assistance as to Rezoning Medfield State Hospital

July 1, 2019

Page 5 of 5

Acceptance

If the services as proposed in this letter dated July 1, 2019 for "Assistance for MSH Rezoning Consideration & Adoption" is agreeable to you, please indicate your acceptance below.

Date

for the Town of Medfield (signature)

Print Name and Title

**AGREEMENT FOR CONSULTING SERVICES
RE: MSH SCHEMATIC WATER AND SEWER DESIGN**

AGREEMENT made this 9th day of July 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Pare Corporation of 8 Blackstone Valley Place, Lincoln, RI 02865 or 10 Lincoln Road, Suite 210 Foxboro, MA 02035 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Scope of Services Tasks 100-107 outlined in its June 25, 2019 proposal to Sarah Raposa, Town Planner, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services – Consultant's total fee for services shall be Thirty-Nine Thousand five Hundred Dollars (\$39,500.00) plus reimbursable expenses for Tasks 100-107 outlined in "Attachment A". Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established full-service engineering consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT

Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

9. Termination

a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.

10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Pare Corporation of 8 Blackstone Valley Place, Lincoln, RI 02865 or 10 Lincoln Road, Suite 210 Foxboro, MA 02035 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed

by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
 - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
 - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
 - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to One Million Dollars (\$1,000,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

In Witness Whereof, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its
Board of Selectmen:

Consultant:
Pare Corporation, by



Timothy P. Thies, Sr. Vice President
Name / Title

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated Thirty-Nine Thousand five Hundred Dollars (\$39,500.00) plus reimbursable expenses for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Town Accountant

June 25, 2019

For 6/25/19 MSHDC Meeting

Ms. Sarah Raposa, AICP
Town Planner
459 Main Street
Medfield, MA 02052

Re: **Schematic Water and Sewer Design
Medfield State Hospital
Hospital Road, Medfield, MA
(Pare Proposal No.: EP260.19)**

Dear Ms. Raposa:

Pare Corporation (Pare), along with McCabe Enterprises, is pleased to have the opportunity to submit this Proposal and Agreement for Professional Services to the Town of Medfield. Outlined herein are the description of your project, our scope of services, and the method and basis of compensation for our services.

PROJECT DESCRIPTION

It is our understanding that the Town of Medfield would like to refine the water and sewer costs that were presented in the recently completed Medfield State Hospital Master Plan (Plan). The costs presented in the Plan were high-level costs that reflect a significant degree of uncertainty due to the absence of specific design criteria and the general conceptual nature of the water and sewer layout. Now that the Plan is complete, the Town would like a more detailed evaluation of water and sewer needs, from which a more refined opinion of construction costs can be generated. The purpose of this project is to advance the design of the water and sewer by further refining the needs of the site, the design criteria for the water and sewer, and prepare more detailed layout plans. Once the engineering and costs are better understood, the cost/financing mechanism will need to be developed.

SCOPE OF SERVICES

Pare's scope of services are described below.

Basic Services

Task 100 – Project Coordination and Meetings

Upon issuance of the Notice to Proceed, Pare will set up a project kick-off meeting with Medfield Public Works Department and the Planning Department. Pare will prepare a brief agenda for the meeting, which will focus on the future needs of the State Hospital campus and will advance the discussion in the Plan regarding the Town's ability to serve the State Hospital campus. Pare will also obtain information from the Public Works Department regarding the appropriate locations for future connections to the water and sewer systems.

▼



In addition to the kick-off meeting, Pare has included attendance at three additional meetings with the Town.

Task 101 – Future Flow Estimates

Pare will review water demand and wastewater generation estimates from the Plan. Pare will update those estimates for each building based on revisions that might have occurred since the estimates were last developed. These estimates, both water and wastewater, will serve as a basis for the water and sewer piping design, specifically the pipe sizing. The estimates will be made of average daily flow, maximum daily flow, and peak hour flow.

Pare will contact the Medfield Fire Department to discuss firefighting requirements for the campus, specifically the needed fire flow for each building, and for the campus as a whole.

As part of this task, and beginning with Task 100, Pare will work with the Town to identify the capacity of the Town's water and sewer systems to meet the future demands of the hospital property. During the initial Master Plan process, there was some conflicting information on the Town's capacity to provide water and/or to treat wastewater from the hospital property. One of the purposes of this task will be to clarify what capacity exists, what plans the Town is making to increase capacity, and how much of the future projected development the Town's water and sewer infrastructure can accommodate.

Task 102 – Field Review

Pare will perform a field review of the State Hospital campus to identify if there are obvious obstructions or layout challenges that need to be addressed in the schematic piping layout. Pare will, with assistance from the Town, identify the service location of each existing building, and the likely service location of proposed buildings. For this task, it is assumed that the Town will provide access to the existing structures such that Pare can explore the lower levels where existing services might enter, to the degree that those structures are accessible and safe for entry.

Task 103 – Hydraulic Model Development

Pare will develop a computerized hydraulic model of the State Hospital campus using the latest version of Bentley's WaterGEMS modeling software. The model will serve as a tool for sizing the water system piping. Using the demand and fire flow information identified in Task 101, Pare will prepare a schematic layout of the water system that connects each building service (as identified in Task 102) to the Town's existing system through a new network of new piping. It is expected that the new piping will be a mix of 8-inch and 12-inch ductile iron pipe. Pare will utilize the model to evaluate pressure throughout the campus, and available fire flow. The model will not be a complete model of the Town's system, but rather a skeletal model of the Town's system with the nearby water storage tank serving as the boundary condition for the model. As part of the model evaluation, Pare will develop a piping layout with the intent of minimizing the total length of pipe required while meeting appropriate American Water Works Association (AWWA) standards for pressure, pipe velocity, and headloss.

No modeling is proposed for the new sewer piping, as part of this project, as it is our opinion that sewer modeling is not required for the schematic sewer pipe layout on campus.

At the conclusion of this task, Pare will prepare a short technical memorandum describing the model development and the findings of our hydraulic model evaluation.



Task 104 – Schematic Piping Layout

After the completion of the modeling task, Pare will prepare a schematic layout of the water and sewer system on campus. Pare will prepare an overall layout plan with a number of individual layout sheets prepared on standard 11" x 17" pages set to a horizontal scale of 1" = 100 feet. No sewer profiles are included in this proposal. The layout plans will be superimposed over aerial photographs available through MassGIS.

Task 105 – Opinion of Probable Construction Cost

From the information obtained during Tasks 100 through 104, Pare will develop an opinion of probable construction costs for the water and sewer layout on-campus. The costs will be generated based on current market conditions, as reflected in other similar municipal projects in the area. The basis of Pare's costs will assume that future water and sewer will be installed by the Town, or at least paid for by the Town, and therefore will reflect prevailing wages and other public procurement requirements. Pare's costs will also reflect some site restoration costs, to the degree that those costs would be the responsibility of the water and sewer contractor. For example, the costs will include the cost of road restoration over the water and sewer trenches, but not necessarily the reconstruction of the entire roadway. These restoration requirements will be coordinated with the Town prior to developing project costs.

Task 106 – Financial Analysis and Funding Evaluation

McCabe Enterprises and Pare will explore the feasibility and likelihood of alternative funding approaches for utilities and infrastructure at Medfield State Hospital. Review of potential approaches to funding will include to enhancing eligibility for MassWorks; use of District Improvement Financing and Chapter 23L – Local Infrastructure Financing program. McCabe Enterprises/Pare will also explore the potential of additional funding if geo-thermal or heat exchangers are incorporated in the development of a new wastewater collection system for MSH.

Task 107 – MEPA Filing Review

During the Master Plan process, members of the community inquired as to the validity of the past MEPA filing for this project and whether a new MEPA filing needed to be completed or if a scaled-down version of the development that was originally contemplated would be "grandfathered" under the existing MEPA filing. Under this Task, Pare will review existing MEPA filings against the current development plan and will render an opinion regarding whether a new MEPA filing is required. Pare will also identify which elements of the original MEPA filing are most likely to be impacted by the change in the development and whether public agency comments should be solicited for those elements of the project.

Outside Services

There are no outside services proposed as part of this project.

SERVICES PROVIDED BY THE TOWN

The Town of Medfield shall provide access to the campus and to the interior of the buildings, or at a minimum provide the location of individual building water and sewer services. The Town shall be available for coordination regarding future connections to the sewer and water systems, and to provide input on the layout and sizing of system components.



Ms. Sarah Raposa
Town of Medfield

(4)

June 25, 2019

SERVICES NOT INCLUDED IN THIS PROPOSAL

The following services are excluded from this proposal:

- Land surveying;
- Wetland investigation or flagging;
- Permitting of any kind;
- Underground utility location services;
- Subsurface Investigations;
- Hazardous Material/Waste Investigations; or
- Any services not explicitly listed in the tasks above.

PERIOD OF SERVICE

The time period for performance of the services as set forth in the Scope of Services shall be approximately 120 days from receipt of a written authorization to proceed. Additional services may materially add to the time required to complete the work of the Project. Pare Corporation will be entitled to an equitable adjustment in the Period of Service as a result of services added.

BASIS OF COMPENSATION AND METHOD OF PAYMENT

The Town of Medfield shall pay Pare Corporation for **Basic Services** rendered as described above, a Lump Sum fee of **Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00)**. A breakdown of Pare's fee is presented below.

Task 100 – Project Coordination and Meetings	\$ 6,800.00
Task 101 – Future Flow Estimates	\$ 1,700.00
Task 102 – Field Review	\$ 2,900.00
Task 103 – Hydraulic Model Development	\$ 5,600.00
Task 104 – Schematic Piping Layout	\$ 6,000.00
Task 105 – Opinion of Probable Construction Costs	\$ 3,500.00
Task 106 – Financial Analysis and Funding Evaluation	\$ 8,500.00
Task 107 – MEPA Filing Review	\$ 4,500.00
Total	\$ 39,500.00

This represents our best judgement at this time as to the effort required to achieve the stated objectives. It should be recognized that should the Scope of Services or corresponding level of effort upon which this proposal is based change, an increase or decrease in charges may result. You will be notified of any change regarding an increase in charges and we will not exceed the recommended budget without your approval, nor will be required to work beyond the approved budget.

Invoices for services rendered and expenses incurred will be submitted monthly and are due and payable upon receipt. Invoices not paid within thirty days of the invoice date shall be subject to a one and one-half percent (1.5%) per month interest charge. In addition, for contracts more than thirty days in arrears for payment, Pare may, with seven (7) days written notice, suspend services.

Pare Corporation reserves the right to renegotiate or adjust our fee accordingly if our Proposal for Service is not accepted within a 60-day period.



Ms. Sarah Raposa
Town of Medfield

(5)

June 25, 2019

ADDITIONAL SERVICES

Services required by the Town which are not part of the Scope of Services as described above shall be considered Additional Services. Additional Services shall be furnished by Pare or obtained from others by Pare if requested in writing by the Town. The Town shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by the Town.

Oral directives by the Town authorizing Additional Services will be confirmed in writing by Pare. The Town shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to subsequent to completion of authorized Additional Services.

ACCEPTANCE

This Proposal may be accepted by signing in the appropriate spaces below and returning one copy to us. Your signing of this letter constitutes your acceptance of all the paragraphs included within the Statement of Terms and Conditions (Exhibit B), a copy of which is attached and made a part of this Agreement. Please do not hesitate to consult with us concerning any questions regarding this Agreement and the attached Terms and Conditions.

Thank you for the opportunity to submit this Proposal. If you have any questions, please contact us at your convenience.

Sincerely,

Timothy P. Thies, P.E.
Senior Vice President

TPT/abv

Enclosures
Statement of Terms and Conditions dated June 25, 2019

This Proposal for Services and Statement of Terms and Conditions are 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 of, and on behalf of the Town of Medfield.

THE TOWN OF MEDFIELD

By _____ Title _____

Typed Name _____ Date _____



STATEMENT OF TERMS AND CONDITIONS

Attached to and made a part of the Agreement for Professional Services dated June 25, 2019, by and between the Town of Medfield (Client) and Pare Corporation, (Pare) in respect of the Medfield State Hospital Schematic Water and Sewer Design (Project) described therein.

SECTION 1. SERVICES TO BE PROVIDED

1.1 Pare hereby agrees to provide Client with the services set forth in the Proposal for Services and under the terms and conditions set forth herein.

1.2 This Agreement, once executed, will become effective upon Pare's receipt of written authorization to proceed. The attendant Proposal for Service is subject to renegotiation if acceptance by this Agreement is not received within sixty (60) days.

1.3 Client acknowledges that work shall proceed under the defined scope of services only upon receipt by Pare of a signed Agreement (this Agreement) and, if required, a retainer payment. The retainer amount shall be held by Pare and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, Pare shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due.

1.4 If CLIENT authorizes changes in the scope, extent, or character of the PROJECT, then the time for completion of Pare's services, and the rates and amounts of Pare's compensation shall be adjusted equitably.

1.5 If Pare's services include the performance of any services during the construction phase of the Project,

a. it is understood that the purpose of any such services (including any visits to the site) will be to enable Pare to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide Client with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Neither the professional activities of Pare, nor the presence of Pare or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Pare personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in Client's agreement with the General Contractor. Client also agrees that Client, Pare and Pare's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.



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b. (*Shop Drawing Review*) it is understood that Pare shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Pare's review shall be conducted with reasonable promptness while allowing sufficient time in Pare's judgment to permit adequate review. Review of a specific item shall not indicate that Pare has reviewed the entire assembly of which the item is a component. Pare shall not be responsible for any deviations from the Construction Documents not brought to the attention of Pare in writing by the Contractor. Pare shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

c. it is understood that providing a Resident Project Representative (RPR) is a separately defined service in addition to those described above and that the use of a RPR is to assist in providing a more extensive observation of the Contractor's work. If RPR services are to be provided, compensation shall be as set forth in Exhibit C, Compensation for RPR, and the Duties, Responsibilities, and Authority of the RPR shall be as set forth in Exhibit D. The furnishing of such RPR services will not limit, extend, or modify Pare's responsibilities or authority except as expressly set forth in Exhibit C and Exhibit D.

SECTION 2. BILLING AND PAYMENT

2.1 Client agrees to pay Pare in accordance with the rates and charges set forth in the attached Proposal for Services. Invoices for services rendered and expenses incurred will be submitted monthly by Pare to Client. All such invoices shall be due and payable upon receipt. Additionally, in the case of a lump sum method of compensation, invoices will be based upon Pare's estimate of the proportion of the total services actually completed at the time of billing.

2.2 All invoices shall be paid in full prior to the filing by Pare of any documents with a governmental agency having jurisdiction over this Project.

2.3 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid.

2.4 If Client fails to make any payment due Pare for services and expenses within thirty (30) days after the invoice date of Pare's statement therefor, the amounts due Pare shall include an interest charge at the rate of one and one-half percent (1.5%) per month from said thirtieth day, and in addition, Pare may, after giving seven (7) days written notice to Client, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. Unless Pare receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Payments on account will be credited first to interest and then to principal. In the event of a suspension of services, Pare shall have no liability to Client for delay or damage caused Client because of such suspension of services.

2.5 In the event of termination by Client under Section 17, Client shall remain liable for and shall promptly pay Pare the full amount for all services rendered by Pare to the date of termination and all termination costs together with interest on all overdue accounts in accordance with the foregoing rate and



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attendant attorneys' fees and costs of collection. No failure by Pare to exercise any right hereunder shall operate as a waiver nor preclude Pare from exercising any other right.

2.6 If Client fails to make payment to Pare in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Pare.

2.7 In the event legal action is necessary to enforce the payment provisions of this Agreement, Pare shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Pare in connection therewith and, in addition, the reasonable value of Pare's time and expenses spent in connection with such collection action, computed at Pare's prevailing fee schedule and expense policies.

2.8 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

2.9 Payment of invoices to Pare is the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

SECTION 3. ADDITIONAL SERVICES

3.1 Services required by Client, which are not part of those described in the Proposal for Services, shall be considered Additional Services. Additional Services shall be furnished by Pare, or obtained from others by Pare, if requested in writing by Client. Client shall pay Pare for Additional Services in accordance with rates and charges agreed to in writing prior to authorization by Client.

3.2 Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin. Oral directives by Client authorizing Additional Services will be confirmed in writing by Pare. Client shall pay Pare for orally directed Additional Services furnished by Pare in accordance with Pare's current Schedule of Fees unless other rates and charges for compensation are agreed to prior to the completion of the authorized Additional Services. Pare reviews its Schedule of Fees annually and reserves the right to adjust its schedule accordingly.

SECTION 4. REIMBURSABLE EXPENSES

4.1 Normal reimbursable expenses are in addition to the fee for services. Internal expenses incurred and allocated to the project will be billed to Client in accordance with our fee proposal and/or our attendant Schedule of Fees. Outside expenses incurred and allocated to the project shall be billed at rate of 1.1 times the amount expended. Reimbursable expenses include, but are not limited to, expenses associated with the Project such as: travel including transportation, meals and lodging; printing, copying and handling of documents; computer charges including computer-aided design; film and processing; telephone calls and other communications charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the Project and not specified as part of the fee.

SECTION 5. CLIENT'S RESPONSIBILITIES

5.1 Pare shall indicate to Client the information needed for rendering of services hereunder. Client shall provide to Pare all criteria and full information as to Client's requirements for the Project and such other information as is available to Client and Client's consultants and contractors and Pare shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Pare to assure



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the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information Client is providing.

5.2 Client shall designate in writing a person to act as Client's representative with respect to the services to be rendered; shall examine and respond promptly to Pare's submissions; and shall give prompt written notice to Pare whenever he observes or otherwise becomes aware of any defect in the work.

5.3 Client shall arrange for access to and make all provisions for Pare to enter upon public and private property as required for Pare to perform his services.

5.4 Client acknowledges that invoices must be kept current for services to continue. If Client fails to pay any invoice due to Pare within 30 days of the date of the invoice, Pare may, without waiving any other claim or right against Client, suspend services under this Agreement until Pare has been paid in full all amounts due Pare and/or any of its Consultants and Subcontractors (See Paragraph 2.4). Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current. Client acknowledges Pare's right to suspend services and withhold plans and documents, as provided above if payments are not current. If services are suspended for 30 days or longer, upon resuming services Pare shall be entitled to payment for expenses incurred in the interruption and resumption of services. If services are suspended for 90 days or longer, Pare shall be entitled to payment for expenses incurred in the interruption and resumption of its services, and fees for remaining services shall be equitably adjusted.

SECTION 6. INSURANCE

6.1 Pare is covered by Workers' Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. We will furnish information and certificates upon request.

SECTION 7. STANDARD OF CARE

7.1 Services provided by Pare under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality.

SECTION 8. USE OF DOCUMENTS

8.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media prepared or furnished by Pare under this Agreement are instruments of service in respect to this Project, and Pare shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Pare) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by Pare or one of its Consultants.

8.2 A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any



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conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

8.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

8.4 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator. If any information is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents are provided to Client for informational purposes only and not as record documents.

8.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Pare grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Pare, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Pare; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Pare, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Pare or to Pare's Consultants; (3) Client shall indemnify and hold harmless Pare and Pare's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Pare; (4) such limited license to Client shall not create any rights in third parties.

8.6 If Pare at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Pare at rates or in an amount to be agreed upon by Client and Pare.

SECTION 9. OPINIONS OF PROBABLE COST

9.1 Since Pare has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable project cost and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Pare cannot and does not guarantee nor make warranty, expressed or implied, that proposals, bids, or actual project or construction cost will not vary from opinions of probable cost prepared by him. Similarly, since Pare has no control over building operation and/or maintenance costs, Pare cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by Pare.



SECTION 10. CERTIFICATIONS

10.1 Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Pare. Pare shall not be required to sign any documents, no matter by whom requested, that would result in Pare having to certify, guaranty or warrant the existence of conditions whose existence Pare cannot ascertain. Any certification provided by Pare shall be so provided based on Pare's knowledge, information and belief subject to the preceding sentence, and shall be given in Pare's professional opinion consistence with the Standard of Care. Pare shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

10.2 The proposed language of any such certificates, affidavits or certifications requested of Pare or Pare's consultants shall be submitted to Pare for review and approval at least fourteen (14) days prior to expected execution.

SECTION 11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Client agrees to limit Pare's liability to Client for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Pare's performance of its services, such that the total aggregate liability of Pare for any and all claims and/or damages of any nature whatsoever, arising out of the performance of Pare's services on the Project, shall not exceed \$50,000 or Pare's total fee for services rendered on the Project, whichever is greater.

11.2 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Client or Pare, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 12. SERVICES MADE NECESSARY BY LACK OF CONTRACTOR PERFORMANCE

12.1 It is Client's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. Client agrees to pay Pare 3.20 times Direct Labor Costs for all its trouble-shooting work due to Contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify Pare, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of Client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of Pare, or its consultants, due to the sole negligence of Pare, or its consultants.



SECTION 13. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

13.1 In consideration of the substantial risks to Pare involving or relating to the actual or threatened release, escape or discharge of hazardous waste, asbestos and/or other contaminants, it is agreed that Client to the fullest extent permitted by law, shall release and indemnify and hold harmless Pare and its consultants, agents and employees, from and against all claims, damages, losses and expenses, direct and indirect, including but not limited to attorneys' fees and defense costs, arising out of or resulting from the performance of any services by Pare, or claims against Pare related to, involving or arising out of hazardous waste, asbestos or other contaminants.

SECTION 14. INDEMNIFICATION

14.1 Pare agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Pare's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Pare is legally liable.

14.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Pare, its officers, directors, employees and subconsultants (collectively, Pare) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

14.3 Neither the Client nor Pare shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 15. SUSPENSION OF SERVICES

15.1 If the Project is suspended by Client, or the services are suspended by Pare in accordance with Paragraph 2.4 and/or Paragraph 5.4 of this Agreement for more than thirty (30) calendar days in the aggregate, Pare shall be compensated for services performed and charges incurred prior to receipt from Client or issuance by Pare of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, Pare may, at his or her option, terminate this Agreement upon giving notice in writing to Client.

SECTION 16. DISPUTE RESOLUTION

16.1 Any disputes arising out of or relating to this Agreement, including disputes under termination, shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16.2 The parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



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16.3 On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of the meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties.

16.4 Any dispute not settled by agreement of the parties shall be decided by litigation in a court of competent jurisdiction.

SECTION 17. TERMINATION

17.1 Either Client or Pare may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Pare for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

SECTION 18. TITLES

18.1 The titles in this Agreement are for general reference only and are not part of the Agreement.

SECTION 19. GOVERNING LAW

19.1 The laws of the State of Rhode Island will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Rhode Island.

SECTION 20. INTEGRATION

20.1 This Agreement comprises the final and complete agreement between Client and Pare. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement, except as otherwise provided herein, shall not be binding unless made in writing and signed by both Client and Pare.

SECTION 21. SEVERABILITY AND SURVIVAL

21.1 Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pare shall survive the completion of the services hereunder and the termination of this Agreement.



SECTION 22. SUCCESSORS AND ASSIGNS

22.1 Client and Pare each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

22.2 Neither Client nor Pare shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 23.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Pare from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

22.3 Nothing herein shall be constructed to give any rights or benefits hereunder to anyone other than Client and Pare.

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both parties, except as may be otherwise provided herein.

(END)

**AGREEMENT FOR CONSULTING SERVICES
RE: TOWNWIDE MASTER PLAN**

AGREEMENT made this 9th day of July 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and Daphne Politis, d/b/a Community Circle, Six Dover Lane, Lexington, MA 02421 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Scope of Services Tasks 1-5 outlined in its May 24, 2019 proposal to Sarah Raposa, Town Planner, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services - Consultant's total fee for services, including reimbursable expenses, shall be One Hundred and Fifty Thousand Dollars (\$150,000) for the Tasks outlined above. Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall periodically bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be Daphne Politis, Martha Lyon, Judi Barrett, Alexis R. Barrett, Fiona M. Coughlan, Jeffrey J. Maxtutis, Jaklyn C. Centracchio, Tyler de Ruitter, Justin M. Curewitz, Kim Lundgren, and Angela J. Cleveland and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established planning consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant

or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

9. Termination

a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of Consultant's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.

10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Daphne Politis, Community Circle, Six Dover Lane, Lexington, MA 02421 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town

by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.
 - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
 - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
 - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for its vehicle, which it owns or operates in connection with the project.

The Consultant's Consultants shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

In Witness Whereof, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its
Board of Selectmen:

Consultant:
Daphne Politis, by:



Name / Title

Daphne Politis, Principal
Community Circle

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated One Hundred and Fifty Thousand Dollars (\$150,000) for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Town Accountant

Community Circle

Planning, Programming & Public Participation

SCOPE OF SERVICES

1. First Steps

Start Up Meeting and Town Tour. The Start Up Meeting is an opportunity for the consultants, Planning Director and Steering Committee to refine the project schedule, and scope; to discuss and agree upon the major planning process components and target dates; to clarify project coordination, communication, and administrative matters; and begin to identify key issues the planning process will need to address. Following this meeting (preferably on the same day) we hope to tour Medfield, "guided" by Town Staff and other relevant individuals.

- **Review of Existing Plans and Data.** As is evident from the list provided in the RFP, the Town has completed a significantly large number of relevant studies, in fact several relevant to each of the plan elements. The Team will begin by reviewing these existing relevant studies and then will identify any additional data needed from Town Departments to complete the inventory and assessment of existing conditions. Additionally, the studies related to the reuse of the Medfield State Hospital will be reviewed and incorporated.

2. Community Participation

The Community Circle team includes seasoned professionals with many years of experience designing creative, effective public participation programs. We pride ourselves on designing a process that is engaging and welcoming and also in involving "difficult to reach populations." We start by "branding" the process, so that all communication regarding the master plan has a recognizable "look." Over the years, we have used many innovative methods of both attracting attention to the process as well as attracting people to participate. We will discuss these with Town staff and the Steering Committee to determine the most effective approach that will inform stakeholders, communicate a welcoming message, and make participation enjoyable.

An effective public participation plan promotes collaboration, dialogue, and interaction among residents and other stakeholders. Town officials and staff, local boards and committees, business leaders, conservation and recreation groups, neighborhood leaders, developers, and others will play a crucial role in building interest in the master plan process. These local organizers are essential to the success of any public participation event because their "buy-in" establishes credibility and ultimately helps ensure that the Plan is implemented.

- ❖ **Deliverable: Public Outreach, Engagement and Communications Plan.** We will develop a Plan with input from Staff and the Steering Committee which will identify stakeholders and ways of reaching them. This plan will propose a wide range of methods and techniques for providing opportunities for providing input, as well as key milestones for discreet and continuous participation, and target dates for key events, meetings with the Steering Committee, and so forth. Together we

Community Circle

Planning, Programming & Public Participation

will determine what would work best in Medfield and what is the most efficient and effective use of resources to result in an inclusive and inviting public process. ***The elements of the Participation Plan proposed below are to be considered as placeholders to be discussed and refined with Town Staff and the Steering Committee.***

▪ Meetings with the Planning Department Staff and the Steering Committee

We will consider the Planning Department staff and the Steering Committee to be our partners in this process. They will be responsible for providing guidance regarding finding resources in Town; for conducting outreach and encouraging the participation of Medfield citizens; for reviewing drafts before they are seen by the public; and to serve as the core group moving the process forward.

We will plan on meeting with the Steering Committee on an approximately monthly basis, throughout the duration of the project.

▪ Community-Wide Workshops

We propose to conduct **three town-wide public forums** for residents, business owners, and other stakeholders. All forums will be designed to be interactive and will be both educational and also will be an opportunity to provide input in large group and smaller discussion group settings as well as in written format. Meetings will be organized around issues rather than the traditional master plan “elements.” We have found that participants are more engaged when the conversations are organized in this manner.

In addition to designing questions to help focus the discussion, we provide educational materials to

Community–Wide Workshops

- The **first townwide forum** will be designed to solicit participants’ thoughts and ideas regarding developing a vision for the future. Small group discussions will be facilitated where participants will be asked specific questions designed to result in identifying common values and the components of a common vision. This will be used as a basis for developing a preliminary set of goals.
- The **second townwide forum** will be an opportunity to share the findings of the inventory and assessment of existing conditions as well as to refine the vision and goals developed from the first forum. Here we will also begin to identify priority opportunities and challenges. We will organize the conversation around the goals developed from the vision that will be based on stakeholder’s shared values solicited at the first forum.
- The **third townwide forum** will be a presentation of the draft implementation plan and will give participants an opportunity to review the draft plan in “stations” organized around the master plan elements and/or goals. Here attendees can add to the action steps, and comment, question and discuss the proposed recommendations.

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participants in order to help inform the discussions and use visualization techniques (including photography, computer generated graphics, and hand drawn renderings, depending on the purpose). We also design exercises so that they are both meaningful as well as enjoyable to the participants in order to encourage their continued participation.

All team members are skilled in soliciting public participation and have extensive experience in a variety of settings. Guided by project manager Daphne Politis, the team will use this expertise to help forge consensus and identify shared values in a way that is integrated into the Plan itself.

▪ Initial Interviews and Small Group Meetings

We propose to have a series of initial interviews and small-group meetings with relevant Town Department Heads, Committee members, etc. to help to familiarize our team with Medfield and give key stakeholders an opportunity to participate in an early “issues identification” process. These sessions help us assemble anecdotal information, observations, perceptions, and data in a fairly short period of time.

Targeted Outreach: Stakeholder Interviews and Focus Groups

Together with the Steering Committee we will identify groups for whom outreach should be conducted in a more targeted manner. These may include Town Department Heads, business community (especially in the downtown), senior citizens, and/or others.

Youth Participation . We believe that involving **school children** in planning for the future provides a unique educational opportunity and is a way to get some fun and fresh ideas. It also attracts the attention of parents to the planning process, and can result in community building. (See Appendix for description of related Community Circle experience).

▪ Supplements to Meetings

A successful public engagement process needs to provide multiple alternatives to participation. We believe it is important to provide the community as well as specific stakeholders with an opportunity to offer input without having to attend a meeting. We will work together to think of the best ways to provide Medfield residents an opportunity to provide their input and ideas. We recommend both high-tech, low-tech, and no-tech opportunities.

On-line opportunities

Having a link to the master plan on the Town **website** is important for announcements, posting of drafts and in general providing a way for individuals to stay abreast of progress and milestones.

According to MINDMIXER, a social media platform:

“48% of U.S. Adults have never attended a public meeting in their life. Only 11.4% of U.S. Adults attend any public meeting in a year.”

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An on-line **survey** may be conducted as a way to broaden participation and/or to validate the responses received at public forums.

Using existing social media platforms, such as Town **Facebook** pages to inform and engage residents is also a useful way to communicate.

Prepare a [video](#) (click to see example prepared by KLA) as a way to introduce people to what the Town is doing and gain a better understand of the value in and purpose of the Master Plan.

Low or No Technology Opportunities for Public Input

“Low or no tech” means of soliciting public input help to provide an opportunity to many unable to attend a meeting and/or without Internet access, and also help to advertise the process; some examples include:

- a suggestions box in a popular location
- a large comment pad in a prominent location

VISION, GOALS AND POLICIES

Our first public forum will be designed to solicit what they consider to be important concepts to include in a town-wide vision for the future. Subsequently a set of goals and related objectives (policies) will be developed. These will form the foundation upon which the master plan will be developed. As part of the public process for this phase, we will focus on defining the community character of Medfield. A set of preliminary priorities will be included.

- ❖ **Deliverable:** Vision Statement, Preliminary Goals and Policies Statement. This will be based in large part on the input from stakeholders in the variety of forums.

3. Inventory and Assessment of Existing Conditions:

For each master plan “element” listed below we will update the information provided in the existing reports and studies as relevant in order to provide a summary and assessment of existing resources, an analysis of needs, and identification of opportunities, in written and illustrated forms (including, where relevant, maps).

Land Use

The Community Circle Team will inventory and analyze existing land uses, development and redevelopment trends, and key characteristics of the built environment in Medfield. We will supplement these assessments with aerial photographs, Geographic Information System (GIS) maps, previous land use evaluations, and the

Town-owned land will be evaluated as to whether particular parcels are appropriate for sale in order to meet goals with regard to economic development, affordable housing and/or senior housing.

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resource inventories assembled for some of the other master plan elements.

We will gather and assess existing land use data and review and evaluate the Town's existing zoning ordinance. We will identify opportunities to align future zoning with the town's master plan goals and state planning goals and policies and potential opportunities to do so.

Demographic Trends and Housing

For this element of the plan, the Community Circle Team will review Medfield's current housing inventory, development characteristics, and residential development trends, and the most innovative techniques ("best practices") being used regionally and throughout the Northeast to meet the needs of a variety of households at all market levels.

We will gather data pertaining to existing housing resources and assess current and future housing demand. Housing issues to be addressed include:

- 40B housing
- community housing
- market rate senior-friendly housing

Strategies for enhancing tax-positive residential development will be evaluated and zoning will be reviewed for consistency with such a goal; appropriate changes to the zoning will be recommended if relevant.

Economic Development

Working with information from the Town, the Economic Development Advisory Committee, and other agencies, and a variety of data sources, the Consultant Team will evaluate the potential for (and constraints to) economic development, considering a wide range of local and regional forces. We will work with the Town to identify beneficial and practical economic enhancement strategies that are compatible with Medfield's vision of itself.

We will gather data pertaining to Medfield's existing economic base, including commercial, industrial, educational, and other applicable sectors, and identify key economic trends that will affect future levels of employment, taxation and development in the town. We will determine future commercial space needs and assess the suitability of existing non-residential zoned areas for future economic development.

We will identify opportunities for future economic development and proposed location(s), and relationship to municipal planning goals and policies. This will include the downtown, commercial and industrial development, as well as any potential redevelopment on the State Hospital site.

In keeping with the Board of Selectmen's goal to increase commercial development to increase the tax base, we will look at ways of attracting commercial development that is in keeping with Medfield's character including providing incentives, streamlining permitting, and revising zoning to promote this goal.

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Planning, Programming & Public Participation

Historic & Cultural Resources

Our team will define how Medfield's diverse historic and cultural resources work together to create the rich landscape beloved by residents. For each type of resource, we will define its location and extent as well as the larger pattern of connections that link these resources together into larger functional systems. Understanding and preserving these functional systems is essential to sustaining Medfield's unique landscape over the long term. Toward that end, we will inventory significant natural resource attributes and constraints within the town and surrounding region, and evaluate policies and strategies to protect and manage them.

History and Historic /Archaeological Resources. We will prepare a concise narrative history of the Town of Medfield, as a means for (1) identifying all that is deemed desirable and worthy of preservation; (2) defining community character; and (3) identifying features to be used as physical references for new and/or redevelopment. We will gather and assess existing town rules, state regulations and policies that affect historic preservation efforts, and review past efforts to preserve historic resources.

Cultural Resources. We will gather and review information about the town's visual and performing arts organizations, as well as museums and historical sites. Master plan recommendations can include strategies and action steps for supporting the growth and development of these resources.

Natural Resources, Open Space and Recreation

The Open Space and Recreation element will identify the recreational system that needs to be protected, enhanced, and maintained in order to provide for Medfield's current and future recreational needs. We will begin by mapping out existing parks, ball fields and other recreation areas and working with the public to identify additional needs. We will identify potential locations for additional recreational fields and other desired facilities. We will also evaluate access to these sites – pedestrian, bike and car – and identify bike routes, off-road paths, hiking trails, and even sidewalk networks that residents use for recreation. Finally, we will work with residents to map out a future recreational system that connects neighborhoods, parks, ball fields and conservation areas with a network of bike paths and pedestrian routes. This element will present and analyze information in written, tabular, and graphics formats.

Define Town Character and Community Design

As part of the master planning process, we will define the town's community character, that is, the physical features that make Medfield unique and will identify ways the municipality can preserve and enhance these. Features may include natural, historic and cultural features as well as opportunities to connect these. Defining the community's character will be accomplished by asking the public to identify features and working with Town Staff to determine ways of preserving and enhancing these.

Related to both the Community Facilities and Recreation Element is the need to find an appropriate location for a new Parks and Recreation building. Criteria for selecting a location will be developed in order to evaluate alternative locations.

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Community Services, Facilities and Utilities

The Community Circle Team will work closely with Medfield's Town Department heads to estimate existing and future municipal and school facility needs, considering current conditions and development and demographic trends. For this element, we will conduct selected public facility site visits, and interview Town departments. Discussions with the public will inform recommendations and will include their sense of adequacy and effectiveness of the existing services and facilities, and need for improvement and ideas for future needs. We also will review potential buildings and sites that may be used to fill these needs.

The Plan will evaluate the Town's infrastructure in terms of its consistency with future goals and long-range plans for the expansion of said infrastructure and will make recommendations to ensure that infrastructure plans support the overall goals for the future the Town.

We will identify the future needs for each of the services and facilities as they relate to future needs of the Medfield's population. We will also review the special needs of specific portions of the population, for example, the elderly, youth, the disabled, as relevant, and identify gaps in service and/or future facility or service needs.

Transportation & Circulation

Much like Land Use, the Transportation and Circulation element is intertwined with all other elements of a master plan. A well-designed, balanced transportation system is a key contributor to a community's quality of life and is a driving force determining the location and intensity of development. The Community Circle Team will assess the strengths and weaknesses of Medfield's transportation system and explore strategies to reduce auto-dependency, including complete streets treatment for pedestrians and bicyclists. We will review information available from the Town, and the regional planning agency, such as trends in traffic volumes, crash data, and planned roadway, pedestrian, and bicycle improvements. Our goal will be to understand and plan for Medfield's future transportation needs considering anticipated future growth, population and household trends, employment projections, and regional change.

The master plan will examine ways to best make major centers of activity more accessible to vehicular, pedestrian and bicycle travelers. This will include making recommendations for sidewalks, cross-walks, bike lanes, pedestrian ways, etc.

To this end we will gather data pertaining to existing transportation issues within Medfield and identify potential problems and deficiencies. We will review information including existing and future traffic volumes; accident information; transit services; bicycle and pedestrian paths and trails. We will develop an approach to review future transportation based on projected future land use development, population and employment projections, as well as general regional growth.

Sustainability

The concept of sustainability can be broadly or narrowly defined, depending on the context. Generally, it is defined as development “that meets the needs of the present without compromising the ability of future generations to meet their own needs in harmony with the needs of the planet.”² Sustainability is a broad topic that includes a wide range of possible responses. We will build on existing efforts and include the topic in the community conversation so that we define what sustainability means for the Town of Medfield (e.g. Green building? Alternative energy sources? Social equity? Fiscal responsibility? All of the above?). Important to the conversation are:

- Identifying ways of coming up with a common definition and increasing awareness regarding issues of sustainability;
- Considering additional steps to strengthen the community’s current efforts in the area of environmental sustainability;
- Exploring precedents from other communities and their relevance to Medfield; and
- Understanding through the public process what residents are willing to do as individuals and what expectations they have of their municipal government when it comes to sustainability.

We will consider issues related to energy conservation in each of the elements and will evaluate recommendations as to whether or not they contribute to the long-term resilience of Medfield. Through KLA, the team will use a sustainability evaluation tool to assess recommendations as to the degree to which they meet the sustainability goals as articulated through the planning process.

Additional Topics

The Plan will cover additional topics as relevant. These may include:

- A review of town government
- Incorporating the Medfield State Hospital Reuse Plan
- Regional Concerns³

The **Medfield State Hospital Reuse Master Plan** identifies 3 priorities for the campus:

- Achieve acceptable economic & financial impacts on Medfield residents and Town services
- Address the Town’s housing needs
- Maintain and enhance the character and value of the Town and its residents

- ❖ **Deliverable: Inventory and Assessment of Existing Conditions for each master plan element.** Information will be collected as relevant. Recent relevant reports and data will be used to develop an updated inventory of existing Town resources.

² adapted from www.wikipedia.org

³ One way of increasing the capacity to implement a municipality’s goals and objectives is through the collaboration with surrounding communities. Regional cooperation is desirable for a number of ways including sharing resources, increasing efficiency and improving the ability to tackle issues that are regional in nature. We will identify both opportunities and challenges posed by the region. We will work with the MAPC to identify regional concerns as well as opportunities to work together to address these.

4. Implementation Program

The following will be included in the Implementation Program that will be presented in matrix table format:

- For each major recommendation of the Master Plan, the implementation program will identify:
 - Action Steps necessary to achieve the goals and objectives of the plan; placed in order of priority (using input from the public, Town staff);
 - Staff or boards with lead responsibility and potential partners;
 - Existing resources relevant to implementing the action step;
 - A schedule or priority ranking;
 - Funding sources (identification of), including the Town's capital and/or operating budgets and/or other funding source if known and/or available);
 - Recommendations for zoning and/or other regulatory changes
 - "Low hanging fruit," that is, relatively low-cost, minimal-effort actions that can have some impact, keep faith in the process, and give some momentum to the plan
 - Examples of precedents from other places (where relevant)
- We will propose a process for evaluating, revising and updating the Plan and for the periodic review of the Master Plan's major recommendations. This will ensure that the plan remains relevant and is used to guide decisions (e.g. does not remain on the shelf).

❖ **Deliverable:** Implementation Table

5. The Plan

Draft Plan. The Community Circle Team will produce a Draft Master Plan for review and feedback. A series of recommendations will be prepared; these will incorporate current and future needs and advance the plan vision. The recommendations will be in order of priority, corresponding to the needs and vision. They will be organized around issues, goals and/or geographic areas (e.g. downtown) as is determined to be most relevant (and as emerges from the process).

❖ **Deliverable:** The plan will include the vision and goals, key ideas, issues, and proposed actions in a concise, visually pleasing format. An Executive Summary will describe the plan in an easy to understand and abbreviated format. The Implementation Program will be the "heart" of the Plan and will be presented in a clear and easy to use table. It will be recommended that the Draft be made available electronically as well as in hard copy in high traffic locations such as Town Hall and the Library.

Community Circle

Planning, Programming & Public Participation

Final Plan. Following the third (and final) public forum, the Community Circle Team will produce the Final Master Plan, incorporating comments from the public, the Steering Committee, Planning Board and any others involved in the review process.

The Plan will be designed to inspire enthusiasm and support. It will be easy to navigate and visually pleasing. It will be easy to download and to distribute hard copies to various key locations in Town.

The Final Plan will include a stand-alone Executive Summary with highlights of the Plan, easy to understand graphics, and a summary of key recommendations for broad distribution.

- ❖ **Deliverable:** Five (5) color copies and one unbound version of the Final Plan document will be submitted to the Town along with a digital version in Microsoft Word and PDF formats, one un-bound master camera-ready version.

TIMELINE AND PROPOSED SCHEDULE: Estimated Start Date: July 2019

Medfield Master Plan

To be refined with discussions with Town Staff

TASK	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
1. ORIENTATION												
2. REVIEW OF PREVIOUS REPORTS												
3. DEVELOP AN OUTREACH PLAN												
4. ARTICULATE VISION, DEVELOP GOALS & POLICIES												
5. INVENTORY OF EXISTING CONDITIONS												
6. PUBLIC FORUMS												
Meetings												
On-line and Other												
7. IMPLEMENTATION PLAN												
8. DRAFT MASTER PLAN												
9. FINAL PLAN REPORT												

Meetings (approx. monthly) with Steering Committee.

= Public Participation

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: South Street Extension Resurfacing

Primary Road: South Street Extension

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: 7790 feet Width: 31 feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>9.5 mm SuperPave Overlay with warm mix additive</u>
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

The Town of Medfield will be conducting mill and overlay operations on South Street Extension in accordance with our pavement management program.

WORK TO BE DONE:

Force Account: Advertised Contract: Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 275,000.00

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed:	_____
State Aid Engineer	Date
Road Classification Verified:	_____
Approved for \$ _____ @ 100%	_____
District Highway Director	Date

Signed:	
<u>Maurice Goulet</u>	_____
DPW Director	7/1/19
Highway Official's Title	Date
<u>Joy A. Ricciuti</u>	_____
Town Accountant	7/1/19
Accounting Official's Title	Date
Date	Duly Authorized Municipal Officials



CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work: Surface treatment (SuperPav with warm mix additive)
 Construction _____ Resurfacing X Improvement _____ Engineering _____ Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes _____ No X
 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes _____ No X
 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes _____ No X
 4. Will more than 300 ft. of stone wall be removed or altered? Yes _____ No X
 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes _____ No X
 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes _____ No X
 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes _____ No X
 8. Have all necessary takings, easements, rights of entry, etc. been completed?
 If a county Hearing is required, it must be held prior to starting work Yes X No _____
 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? * Yes _____ No X
 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes _____ No X
 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes _____ No X
- * See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	DPW Director
	Highway or Conservation Officer's Title
Signatures	Signatures
Date	Date 7/1/19

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.**

Road: South Street
 From: Juniper Lane
 To: Norfolk Town Line
 Section # (if applicable)

Town of Medfield
 Department of Public Works
 Road Cost Estimates
 Reconstruction Method: Mill & Overlay

Roadway Measurements:

Length(FT) = 7790
 Average Width(FT) = 31 (From GIS Measurements)
 Area(SY) = 26832

Proposed Roadway Asphalt:

Top (IN) = 1.5 0.060 Liquid Asphalt Content (Thickness includes 1" for leveling course)
 Current Liquid Asphalt Costs (TON) = \$ 545.00
 Current Diesel Fuel Costs (GAL) = \$ 2.53
 Cold Plane (SY) = 26832 Unit Price \$ 1.68 \$ 45,078.13
 Asphalt (TONS) = 2254 Unit Price \$ 70.00 \$ 157,773.47
 Asphalt & Diesel Adjustment (TON) = 2254 Unit Price \$ - \$ -
 Tack Coat (GAL) = 1342 Unit Price \$ - \$ -

Curbing:

Type 3 Berm (Lin.FT) = Unit Price \$ 8.00 \$ -
 Type A (Lin.FT) = Unit Price \$ 8.00 \$ -
 Straight Granite VB (Lin. FT) = Unit Price \$ 32.00 \$ -
 Curved Granite VB (Lin. FT) = Unit Price \$ 35.00 \$ -

Misc Items:

Loam (CY) = 0 Unit Price \$ - \$ - (Assumes 4" Loam 2' Wide on each side of street)
 Loam & Seeding (SY) = 0 Unit Price \$ 10.00 \$ - (Assumes 2' Wide on each side of street)
 Structures Adjusted (EA) = 50 Unit Price \$ 500.00 \$ 25,000.00
 Structures Rebuilt (EA) = Unit Price \$ 500.00 \$ -
 Structures Remodeled (VF) = Unit Price \$ 200.00 \$ -
 Line Striping (# of Lines) = 4 Enter 0 for none, 2 for DY, 4 for DY and Edge
 Line Striping (LF) = 31160 Unit Price \$ 0.04 \$ 1,339.88 (Unit cost determined from FY10 Road Work)

Subtotal = \$ 229,191.48
 Police Contingency (5%) = \$ 11,459.57
 Project Contingency (15%) = \$ 34,378.72 (includes QAQC Testing)

Total = \$ 275,029.78

Unit Prices Based on CY2019 SERSG Contract

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST
updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

Project Name: Roadway Preventative Maintenance

Primary Road: Various Roadways

Local Road: _____

Bridge #: _____

City/Town: Medfield

Location(s) _____

Length: N/A feet

Width: N/A feet

PROJECT TYPE

Construction:

Resurfacing:

Engineering:

Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>Rubber Chip Seal</u>
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

The Town of Medfield will be conducting roadway preventative maintenance activities on multiple roadways in accordance to our pavement management program. The maintenance will be utilizing a rubber chip seal process.

WORK TO BE DONE:

Force Account:

Advertised Contract:

Other: _____

Estimated Cost (Please attach estimate and list funding source(s)): \$ 115,000.00

****These funds will pay 100% of Local Road Project costs to the limit of this assignment****

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:

Signed: _____

State Aid Engineer

Date _____

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director

Date _____

Signed: _____

Maurice Goulet

DPW Director
Highway Official's Title

7/1/19
Date

Joy A. Riccuto

TOWN ACCOUNTANT
Accounting Official's Title

7/1/19
Date

Date _____

Duly Authorized Municipal Officials

CHAPTER 90 – ENVIRONMENTAL PUNCH LIST

City/Town Medfield MassDOT Highway District # 3

Proposed Work: Surface treatment (rubber chip seal)
 Construction Resurfacing X Improvement Engineering Other

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

- | | | | |
|--|-----|----|--------------|
| 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? | Yes | No | <u> X </u> |
| 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? | Yes | No | <u> X </u> |
| 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? | Yes | No | <u> X </u> |
| 4. Will more than 300 ft. of stone wall be removed or altered? | Yes | No | <u> X </u> |
| 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? | Yes | No | <u> X </u> |
| 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* | Yes | No | <u> X </u> |
| 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. | Yes | No | <u> X </u> |
| 8. Have all necessary takings, easements, rights of entry, etc. been completed?
If a county Hearing is required, it must be held prior to starting work | Yes | No | <u> X </u> |
| 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?* | Yes | No | <u> X </u> |
| 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)?* | Yes | No | <u> X </u> |
| 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.*
* See Appendix K for a List of Environmental Agencies. | Yes | No | <u> X </u> |

Validation

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

Duly Authorized Municipal Officials	Reviewed and Approved for Transmittal by:
	DPW Director
	Highway or Conservation Officer's Title
Signatures	<i>Maurice Goulet</i>
Date	Signatures Date 7/1/19

**This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.
 This form should accompany the Project Request Form.**

Road: Causeway Street
 From: Route 109 Main Street
 To: Orchard Street

Town of Medfield
 Department of Public Works
 Road Cost Estimates
 Reconstruction Method: Preventative

Section # (if applicable)

Roadway Measurements:

Length(FT) = 12700
 Average Width(FT) = 21 (From GIS Measurements)
 Area(SY) = 29633

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	29633	Unit Price	\$ 5.00	\$ 148,166.67
Level/Shim Course (TN)	0	Unit Price	\$ 147.00	\$ -

Misc Items:

Structures Adjusted (EA) =		Unit Price	\$ 355.00	\$ -
Adjustment of Gate Boxes =		Unit Price	\$ 175.00	\$ -
Line Striping (# of Lines)		Enter 0 for none, 2 for DY, 4 for DY and Edge		
Line Striping (LF) =	0	Unit Price	\$ 0.04	\$ -

Subtotal = \$ 148,166.67
 Police Contingency (5%) = \$ 7,408.33
 Project Contingency (10%) = \$ 14,816.67

Total = \$ 170,391.67

Unit Prices Based on CY2019 SERSG Contract

Road: Juniper Lane
From: South Street
To: Cul de sac

Town of Medfield
Department of Public Works
Road Cost Estimates
Reconstruction Method: Rubber Chip Seal

Section # (if applicable)

Roadway Measurements:

Length(FT) = 1066
Average Width(FT) = 27 (From GIS Measurements)
Area(SY) = 3198

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	3198	Unit Price	\$ 5.00	\$ 15,990.00
Level/Shim Course (TN)	0	Unit Price	\$ 147.00	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$ 355.00	\$ -
Adjustment of Gate Boxes =	0	Unit Price	\$ 175.00	\$ -
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge		
Line Striping (LF) =	0	Unit Price	\$ 0.04	\$ -

Subtotal = \$ 15,990.00
Police Contingency (5%) = \$ 799.50
Project Contingency (10%) = \$ 1,599.00

Total = \$ 18,388.50

Unit Prices Based on CY2019 SERSG Contract

Road: Alder Road
From: Juniper Lane
To: Clark Road

Town of Medfield
Department of Public Works
Road Cost Estimates

Section # (if applicable)

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 373
Average Width(FT) = 27 (From GIS Measurements)
Area(SY) = 1119

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	1119	Unit Price	\$ 5.00	\$ 5,595.00
Level/Shim Course (TN)	0	Unit Price	\$ 147.00	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$ 355.00	\$ -
Adjustment of Gate Boxes =	0	Unit Price	\$ 175.00	\$ -
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge		
Line Striping (LF) =	0	Unit Price	\$ 0.04	\$ -

Subtotal = \$ 5,595.00
Police Contingency (5%) = \$ 279.75
Project Contingency (10%) = \$ 559.50

Total = \$ 6,434.25

Unit Prices Based on CY2019 SERSG Contract

Road: Clark Road

From: South Street

To: Dead End

Section # (if applicable)

Town of Medfield
Department of Public Works
Road Cost Estimates

Reconstruction Method: Rubber Chip Seal

Roadway Measurements:

Length(FT) = 1011
 Average Width(FT) = 27 (From GIS Measurements)
 Area(SY) = 3033

Proposed Roadway Asphalt:

Rubber Chip Seal (SY)	3033	Unit Price	\$	5.00	\$	15,165.00
Level/Shim Course (TN)	0	Unit Price	\$	147.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	355.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.04	\$	-

Subtotal = \$ 15,165.00
 Police Contingency (5%) = \$ 758.25
 Project Contingency (10%) = \$ 1,516.50

Total = \$ 17,439.75

Unit Prices Based on CY2019 SERSG Contract

Road: Riverview Road
From: Clark Road
To: Dead End

Town of Medfield
Department of Public Works
Road Cost Estimates
Reconstruction Method: Rubber Chip Seal

Section # (if applicable)

Roadway Measurements:

Length(FT) = 175
Average Width(FT) = 27 (From GIS Measurements)
Area(SY) = 525

Proposed Roadway Asphalt:

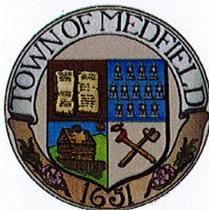
Rubber Chip Seal (SY)	525	Unit Price	\$	5.00	\$	2,625.00
Level/Shim Course (TN)	0	Unit Price	\$	147.00	\$	-

Misc Items:

Structures Adjusted (EA) =	0	Unit Price	\$	355.00	\$	-
Adjustment of Gate Boxes =	0	Unit Price	\$	175.00	\$	-
Line Striping (# of Lines)	0	Enter 0 for none, 2 for DY, 4 for DY and Edge				
Line Striping (LF) =	0	Unit Price	\$	0.04	\$	-

Subtotal =	\$	2,625.00
Police Contingency (5%) =	\$	131.25
Project Contingency (10%) =	\$	262.50
Total =	\$	3,018.75

Unit Prices Based on CY2019 SERSG Contract



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-06

STATE CONTRACT # (if applicable) _____

This Contract is made this 9th day of July 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Vanasse, Hangen, Brustlin (VHB) having a usual place of business at 100 Great Meadow Road, Suite 200, Wethersfield, CT 06109-2377 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Contract Term: The Contract Term is as follows: July 9, 2019 through December 31, 2019 subject to annual appropriation and pricing from the Contractor.
5. Payment for Work: The Town shall pay, not to exceed \$15,000 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered.

a. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the Contractor's professional services, Contractor shall indemnify and save harmless the Town and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by negligent acts, errors or omissions of the Contractor, its employees or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section an indemnity obligation.

b. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the Contractor's services, i.e., automobile and general liability claims, Contractor shall defend, indemnify and save harmless the Town and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, its employees or subcontractors in connection with the Project, and/or under this Agreement.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting engineering firms. Contractor warrants and represents that it is familiar with the supply and services of specified products.
8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
13. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution

or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property. The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
15. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

By: _____

Title: MANAGING DIRECTOR

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



Phone 860.807.4300
 Fax 860.372.4570
 www.vhb.com

Engineers | Scientists | Planners | Designers

100 Great Meadow Road
 Suite 200
 Wethersfield, CT 06109-2377

Client Authorization

New Contract

Date May 30, 2019

Amendment No.

Project No. 46265.19

Project Name On call HMA plant and field testing services
 Medfield, MA

	Cost Estimate	
	Amendment	Contract Total
To: Maurice G. Goulet Director of Public Works 55 North Meadows Road Medfield, MA 02052		\$15,000.00
TOTAL		\$15,000.00

E-mail: mgoulet@medfield.net

Lump Sum

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

Phone No: 508-359-8597

Estimated Date of Completion: **TBD**

Scope of Services:

Please see Attachment A for Scope of Services.

Prepared By: **J. Otero**

Department Approval: 

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By _____

By _____

Print _____

Print _____

Title _____

Title _____

Date _____

Date _____



Ref: TBD
 May 31, 2018
 Page 2

Scope of Services

GENERAL DESCRIPTION OF SERVICES

The Consultant will provide professional engineering and material testing services to the Client for a one (1) year period from the effective date of this Contract on an as-needed basis. The Scope of Services will be defined on an on-call basis and may include pavement engineering, material testing, and/or construction administration.

The following pavement engineering services will be provided in response to your request for the quality assurance of the hot mix asphalt material proposed to be used this year in the Town of Medfield.

VHB Hot Mix Asphalt Quality Assurance Program

VHB will provide a hot mix asphalt (HMA) plant technician at the project plant for quality assurance sampling and testing of the project hot mix asphalt. The plant inspection will consist of selecting a random subplot sample from each 300 tons of material produced. From each subplot sample obtained at the plant, and provided the production facility has the necessary equipment, the temperature of the mixture shall be checked, an extraction/gradation test shall be performed, Marshall or Superpave mold specimens will be prepared in accordance with AASHTO T245 or AASHTO T312 and a sample for theoretical maximum specific gravity will be obtained in accordance with AASHTO T209. For each of the subplot samples, structural properties in accordance with AASHTO T166 will be determined at the production facility. The corresponding theoretical gravity will be tested in accordance with AASHTO T209 at the production facility. The resulting air voids will be calculated at the production facility in accordance with AASHTO T269. At the VHB AASHTO accredited laboratory the Marshall samples will be evaluated for flow and stability in accordance with AASHTO T245. VHB will also provide recommendations for corrective action to both the contractor as well as to the Town of Medfield. A report indicating the plant information, mix information and test results will be provided to the Town of Medfield; plant test results will be made available to the producer if requested.

At the paving site, a certified technician will be provided to monitor the placement operations and check compaction for rolling operations and specification compliance. The daily field inspection will consist of VHB providing a certified NETTCP paving technician, on site, to monitor the placement of the hot mix asphalt materials and to check compaction of the mat and joint with a density gauge. The temperatures of the materials, as placed, will be documented along with the nominal compacted thickness. The base temperature will be monitored, condition, use of tack coat, etc., will be reported. Additional services will be provided at the direction of the town and might include monitoring of the milling and patching operations, meeting with the contractors, police and DPW personnel for scheduling and construction activities. The VHB quality assurance test reports will be sent to the Town of Medfield; if requested, field test results will be made available to the contractor.

The quality assurance will be independent from the daily contractor quality control testing at the plant and field.

In-place Hot Mix Asphalt Compaction Analysis

VHB may provide laboratory testing and field sampling services for the hot mix asphalt (HMA) courses placed in Medfield, MA. VHB will provide all tools, labor, and materials for sampling operations and filling the cored pavement. The location of the core samples will be determined at random by VHB in accordance with ASTM D3665. Five (5)



Ref: TBD
May 31, 2018
Page 3

randomly located mat areas will be sampled by coring from each street. VHB will obtain one (1) 6" minimum diameter core from each location. Three (3) randomly located 6" diameter joint core samples may be obtained from each street. VHB will patch the core holes with industry standard cold patch. The core from each location will be tested to determine the thickness of each layer in accordance with ASTM D3549. At our AASHTO accredited laboratory, VHB will determine the bulk specific gravity (in accordance with AASHTO T166 or T331). The theoretical maximum specific gravity results obtained from the quality assurance testing will be used to evaluate the HMA course for compliance with compaction specification requirements. The theoretical specific gravity shall be the average value for the lot, representing the street or facility. If VHB has not completed quality assurance plant testing for the street or facility, the last theoretical specific gravity value obtained, for the specified mix, shall be utilized, unless directed otherwise by the town. If desired, the theoretical specific gravity can be determined from the pavement core samples in accordance with VHB's laboratory rate schedule (attached). VHB will analyze the results and compare the results to the specification requirements. One (1) copy of the final test results will be provided to the client. This estimate does not include any permits or police detail needed for sampling. This estimate does not include any additional testing, permits, engineering analysis, or recommendations. If necessary, the Client will provide VHB with any plans or specifications.

VHB Pavement Engineering and Construction Administration

VHB will provide engineering and technical support for the paving program as needed. If requested, VHB shall request and obtain job mix formula (JMF) information from the contractor. VHB may provide a review of the JMF(s) submitted by the paving contractor, verify certified test reports for performance graded asphalt binders (PGAB) including the temperature/viscosity chart, verify the minimum tensile strength ratio (TSR) value is obtained, and review the associated volumetric information based on submitted gradation and asphalt content. VHB may conduct any necessary testing to ensure that the asphaltic concrete mix is in accordance with the specification requirements based on VHB's laboratory rate schedule. A summary of the JMF review and related recommendations will be provided to the town.

VHB will provide one (1) engineer/technologist to attend a prebid meeting, preconstruction meeting, and/or construction schedule meeting as requested by the town. The town shall provide any related plans, specifications, special provisions, schedules, submittals, or construction documents as needed to VHB.

COMPENSATION

The Consultant will perform the Scope of Services on an "on call" basis.

VHB will invoice the town in accordance with the attached standard VHB 2019 Laboratory Testing and Services Schedule. VHB reserves the right to annually update the unit pricing for services and labor rates indicated on the schedule.

VHB for satisfactory completion of the requirements of the Agreement, shall be paid up to FIFTEEN THOUSAND (\$15,000.00). This amount shall be payable in partial payments based on the labor and expenses incurred on a monthly basis. The compensation paid to VHB under this Agreement shall not exceed FIFTEEN THOUSAND (\$15,000.00), without the prior written approval of Town of Medfield.



SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Roadway or Structural designs and plans
- Underdrain System Design and Analysis
- Construction Contract and/or Bill Document Development
- Drainage studies and design of storm drains
- Right-of-Way services
- Investigation, identification testing, or analysis of hazardous waste issue.
- State and Federal Environmental permits

Should services be required in these areas, or areas not previously described, VHB will prepare a proposal or AGREEMENT that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

CLIENT FURNISHED INFORMATION

It is understood that Vanasse Hangen Brustlin, Inc. will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, as required. The Client shall make available to VHB all project-related technical data in its possession regarding the particular services rendered including, but not limited to:

- Project Specifications
- Project Schedule
- Job Mix Formulas
- Other Project Relevant Data

The Client shall be responsible for all necessary approvals from governmental agencies required at no cost to VHB, as well as for any traffic control, if required. The Client expressly does not guarantee or warrant the accuracy or completeness of any materials or information provided. VHB shall not be required to independently confirm the accuracy or completeness of such materials or information; however, VHB shall inform the Client of any inaccuracy or incompleteness it discovers in Client provided information or material.

The Scope of Service tasks will be dependent upon the tasks selected and will be dependent on the schedule or schedules of third parties.

SCHEDULE

The time schedule associated with the Scope of Service tasks will be dependent upon the tasks selected and will be dependent on the schedule or schedules of third parties.

Vanasse Hangen Brustlin, Inc. shall begin work for services under this Agreement on that date indicated upon execution of this Agreement by the Client. The schedule is subject to timely delivery of information promised by the Client and is exclusive of Client review of interim products. If the Client requests that work under this Agreement be stopped, and if work is stopped through no fault of VHB for more than fourteen (14) consecutive days, the schedule is subject to renegotiation when written authorization to proceed is received.



Ref: TBD
May 31, 2018
Page 5

Should circumstances beyond the control of VHB, such as changes or an increase in the Scope of Services, or a change in the condition under which the services are to be provided require an extension of time, VHB shall notify the Client in writing as to why the specified period of time is inadequate and submit a revised project schedule. If the Client determines that an extension is warranted, both parties shall agree to an acceptable completion date. Said extension of time shall be VHB's only remedy for delays or hindrance except when such delay or hindrance lasts for more than one year, after which the Town of Medfield and VHB agree to renegotiate the compensation for services remaining to be performed.

VHB 2019 Testing and Services Schedule

Laboratory Testing

A. Hot Mix Asphalt (HMA)

1. <u>Aggregates</u>	
- Sieve Analysis (AASHTO T27)	<u>\$110.00</u> Sample (note 5)
- Washed Sieve Analysis (AASHTO T27 & T11)	<u>\$160.00</u> Sample (note 5)
- Mechanical Analysis of Extracted Aggregates (T30)	<u>\$160.00</u> Sample (note 5)
- Unit Weight (ASTM C29)	<u>\$45.00</u> Sample (note 5)
- Specific Gravity (ASTM C127)	<u>\$105.00</u> Sample (note 5)
- Specific Gravity (ASTM C128)	<u>\$200.00</u> Sample (note 5)
- L.A. Abrasion (ASTM C131)	<u>\$200.00</u> Sample (note 5)
- Soundness (ASTM C88)	<u>\$300.00</u> Sample (note 5)
- Thin and Elongated Pieces (ASTM D4719)	<u>\$75.00</u> Sample (note 5)
- Sand Equivalent (ASTM D2419)	<u>\$95.00</u> Sample (note 5)
- Coarse Aggregate Angularity	<u>\$95.00</u> Sample (note 5)
- Fine Aggregate Angularity	<u>\$100.00</u> Sample (note 5)
2. Complete Marshall Mix Design (Asphalt Institute - 5 point)	<u>\$2,950.00</u> Mix (note 1)
3. Modified Marshall Mix Design (Asphalt Institute - 3 point)	<u>\$1,800.00</u> Mix (note 1)
4. Marshall Mix Design Verification (Submit JMF- 1 point)	<u>\$800.00</u> Mix (note 5)
5. Tensile Strength Ratio (ASTM D4867) (Moisture Susceptibility)	<u>\$950.00</u> Mix (note 7)
Tensile Strength Ratio (AASHTO T283) (Moisture Susceptibility)	<u>\$950.00</u> Mix (note 7)
6. Extraction Test No Additives (ASTM D2172, C136)	<u>\$135.00</u> Sample (note 5)
7. Extraction Test with Additives	<u>\$145.00</u> Sample (note 5)
8. Moisture Content of Mixture (ASTM D1461)	<u>\$215.00</u> Sample (note 5)
9. Marshall Specimen Test (Stability & Flow) (ASTM D1559)	<u>\$40.00</u> Sample (note 5)
10. Bulk Specific Gravity - Dense Graded (ASTM D2726)	<u>\$40.00</u> Sample (note 5)
11. Bulk Specific Gravity - Open Graded (ASTM D1188, ASTM D6752, AASHTO T331)	<u>\$50.00</u> Sample (note 5)
12. Bulk Specific Gravity - Open Graded (AASHTO T331M)	<u>\$60.00</u> Sample (note 5)
13. Core Thickness (ASTM D3549)	<u>\$40.00</u> Sample (note 5)
14. Trimming of Bituminous Cores	<u>\$20.00</u> Sample (note 5)
15. Maximum Theoretical Density (ASTM D2041)	<u>\$120.00</u> Sample (note 5)
16. Asphalt Recovery (ABSON Method) (ASTM D1856)	<u>\$450.00</u> Sample (note 5)
17. Superpave Level I Mix Design	<u>\$5700.00</u> (note 4)

B. Liquid Asphalt Testing

1. Asphalt Cement
 - Penetration \$100.00 (note 5)
 - Ductility \$210.00 (note 5)
 - Viscosity (Absolute, Kinematic or Rotational) \$155.00 (note 5)
 - Softening point \$75.00 (note 5)
 - Specific Gravity \$90.00 (note 5)
 - Flash Point \$85.00 (note 5)
 - Complete PG Binder Analysis \$1100.00 (note 2)
 - Rolling Thin Film Oven Test \$120.00 (note 5)
 - SHRP Dynamic Shear \$480.00 (note 3)
 - SHRP Bending Beam \$400.00
 - SHRP Pressure Aging Vessel \$300.00

2. Emulsified Asphalt
 - Distillation \$150.00 (note 5)
 - Demulsibility \$95.00 (note 5)
 - Sieve Test (AASHTO T59) \$85.00 (note 5)
 - Sand or Stone Coating \$95.00 (note 5)

3. Cutback Asphalt
 - AASHTO M82 (Excluding Flash Point) \$1750.00 (note 5)

C. Soils

1. Washed Sieve Analysis (AASHTO T27 & T11) \$160.00 Sample (note 5)

2. Atterberg Limits (LL/PI) (ASTM D4318) \$130.00 Sample (note 5)

3. Classifications of Soils (ASTM D2487) \$45.00 Sample (note 5)

4. Proctor Density (ASTM D1557, D698) \$335.00 Sample (note 5)

5. Permeability (Falling Head) \$160.00 Sample (note 5)

D. Portland Cement Concrete

1. Aggregates
 - Sieve Analysis (AASHTO T27) \$110.00 Sample (note 5)
 - Washed Sieve Analysis (AASHTO T27 & T11) \$160.00 Sample (note 5)
 - Unit Weight (AASHTO T19) \$45.00 Sample (note 5)
 - Specific Gravity (AASHTO T85) \$105.00 Sample (note 5)
 - Specific Gravity (AASHTO T84) \$200.00 Sample (note 5)
 - L.A. Abrasion (AASHTO T96) \$200.00 Sample (note 5)
 - Soundness (AASHTO T104) \$250.00 Sample (note 5)
 - Organic Impurities (AASHTO T21) \$80.00 Sample (note 5)
 - Clay Lumps and Friable Particles (AASHTO T112) \$85.00 Sample (note 5)
 - Lightweight Pieces (AASHTO T22) \$105.00 Sample (note 5)

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|--|-------------------------|
| 2. Concrete Test Cylinders (ASTM C31, C39) | \$30.00 Cyl. |
| 6" x 12" | |
| 4" x 8" | \$28.00 Cyl. |
| 3. Complete Concrete Mix Design
(3 points) | \$1200.00 Mix |
| 4. Concrete Mix Design Verification | \$300.00 Sample |
| 5. Concrete Core Testing (ASTM C42) | |
| - Preparation and Testing,
2" - 6" diameter | \$75.00 Core (note 5) |
| - Trimming of Cores | \$20.00 Sample (note 5) |

Field Inspection and Consultation Services

A. Hot Mix Asphalt

- | | |
|---|------------------------------|
| 1. Specialist's Consulting Services by
Principal Professional Engineer | \$205.00/hr. (note 6) |
| 2. Specialist's Technical Services by
Project Manager/Project Engineer | \$155.00/hr. (note 6) |
| 3. Specialist's Testing Services | \$88.00/hr. (notes 5, 6 & 8) |
| 4. Compaction Testing Inspector with Density Gauge | \$95.00/hr. (notes 5, 6 & 8) |
| 5. Coring Crew, Truck, Generator & Coring Rig
(4" - 6" diameter cores) | \$850.00/diem (notes 5 & 6) |
| 6. Equipment Expense for Generator & Core Rig | \$200.00/day |
| 7. Equipment Expense for Jack Hammer, Hoses & Pump | \$325.00/day |

B. Asset Management/Computer Support Services

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|--|----------------------------|
| 1. Specialist's Technical Services by
Project Manager/Professional Engineer | \$145.00/hr. (note 6) |
| 2. Computer Support Programming Services | \$135.00/hr. (notes 5 & 6) |
| 3. Computer Support and Training Services | \$85.00/hr. (notes 5 & 6) |

C. Soils

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|--|---------------------------|
| 1. Experienced Soils Inspector for Control Operations and Field Compaction Density Tests with the Nuclear Gauge. | \$95.00/hr. (notes 5 & 6) |
| 2. Experienced Registered Sanitarian for inspection of soils for constraints (e.g. ledge, ground water, restricting layers, permeability) to on-site septic systems. | \$135.00/hr (notes 5 & 6) |
| 3. Experienced Soil Scientist for on-site inspections of surficial deposits for suitability of sand and gravel resource development. | \$135.00/hr (5 & 6) |
| 4. Experienced Soil Scientist to field delineate wetlands and prepare wetland permit applications | \$135.00/hr (notes 5 & 6) |
| 5. Experienced Soil Scientist/Environmental Scientist to prepare State and Federal environmental permit applications | \$135.00/hr (notes 5 & 6) |
| 6. Experienced Environmental Scientist to perform Phase I/Phase II site investigations for property transfer. | Negotiated Fee |

D. Concrete

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|---|------------------------------|
| 1. Experienced ACI Concrete Field Inspector Cylinder fabrication, air, slump, temp. testing | \$88.00/hr. (notes 5, 6 & 8) |
| 2. Experienced Concrete Batch Plant Inspector | \$135.00/hr (notes 5, 6 & 8) |

E. Sample Transportation

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|---|---------------------------|
| 1. For aggregate sampling, transportation of cubes, cylinders beams or other samples. Mileage to be added as direct expense | \$85.00/hr. (notes 5 & 6) |
|---|---------------------------|

F. Labor

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|-------------------------------------|----------------------------|
| 1. Professional Registered Engineer | \$205.00/hr. (notes 5 & 6) |
| 2. Project Manager | \$155.00/hr. (notes 5 & 6) |
| 3. Operations Manager | \$115.00/hr. (notes 5 & 6) |
| 4. Contract Administrator | \$70.00/hr. (notes 5 & 6) |

NOTES:

- 1) includes sand equivalent, fractured faces, flat or elongated particles, and five asphalt contents with bulks and maximum theoretical gravities; Maximum of four trial blends will be evaluated, additional blending will be subject to additional fees. Changes in aggregate properties after initial trial blends may be subject to additional fees.
- 2) includes specific gravity @ 60°/77°, API gravity and smoke point;
- 3) includes test on the original asphalt, after RTFO and after PAV aging;
- 4) includes aggregate angularity, flat or elongated particles, sand equivalent, gradations, aggregate specific gravities and four asphalt contents with bulks and maximum theoretical gravities and professional engineering analysis; Maximum of four trial blends will be evaluated, additional blending will be subject to additional fees. Changes in aggregate properties after initial trial blends may be subject to additional fees;

- 5) Overtime Rates:
- | | |
|---|------------|
| Over eight hours per day & night work (6 pm-6 am) | 1.5 x Rate |
| Saturdays, Sundays and Holidays | 1.5 x Rate |
| Same day laboratory services | 1.5 x Fee |
| Next day laboratory services | 1.5 x Fee |
- 6) Plus \$0.65 per mile calculated using the mileage stated in the Public Utilities Commission "OFFICIAL MILEAGE" booklet.
- 7) When included as part of the mix design development. Additional sample preparation fees will apply to testing for non-VHB developed mix designs or mix designs requiring additional aggregate preparation or changes in aggregate properties.
- 8) For all VHB field services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of field personnel and the evaluation/review of data and reports at the quoted project manager rate times 0.15 times field staff time.

VANASSE HANGEN BRUSTLIN, INC.

Certificate of Vote

I, Robert M. Dubinsky, hereby certify that I am the duly elected Clerk of Vanasse Hangen Brustlin, Inc.

I hereby certify the following is a true copy of a Vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 6, 2019, at which a quorum of the Board was present and voting.

VOTED:

That Gordon Daring is Managing Director for Vanasse Hangen Brustlin, Inc. and is hereby authorized to execute contractual service contracts, proposals and amendments in the name and behalf of Vanasse Hangen Brustlin, Inc., and affix its corporate seal thereto; and such execution of any professional service contract, proposal or amendment in this company's name on its behalf under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date, and that Gordon Daring is Managing Director for this Corporation.

ATTEST:

Date: May 20, 2019

