



TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

RECEIVED
TOWN OF MEDFIELD, MASS

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

Board of Selectmen
Board or Committee

OFFICE OF THE
TOWN CLERK

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall, Chenery Meeting Room, 2 nd floor	Tuesday November 5, 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

Appointment

7:00 PM Public Hearing -- Kingsbury Club Medfield; Alteration of Licensed Premises
Request liquor license to include service to new building

Board of Water and Sewerage; discussion of water/sewer infrastructure at MSH and Town wide

Action Item

Request to sign Lease Agreement with Quarry Road resident regarding walkway

Selectmen are requested to authorize Town Administrator to sign license agreement for filming project at MSH

Request from John Thompson to approve expenditure of MSH Revolving Funds for repair of building roofs at MSH

Selectmen are requested to vote to appoint Highway Supervisor Bob Kennedy to the Norfolk County Advisory Board

Request to issue Cell Tower RFP for Mount Nebo/MSH Water Tower

Request to sign Rail Trail Lease

Medfield Historic District Commission requests the Selectmen vote to appoint Cheryl O'Malley as Associate Member for one year

Selectmen are invited to attend the Eagle Court of Honor for Troop 10 Scouts Alexander B. Fedak and William Michael Maritan that will take place Saturday November 30, 2019 at the United Church of Christ, at 1:00 PM

Discussion

Discuss and potentially vote to sign letter in response to DCAMM's request for an extension for roadway easement access at MSH

Pending

Cultural Council requests \$1,000 from Board of Selectmen Economic Improvement Fund for the Holiday Stroll art installation at the Town House

Licenses and Permits (Consent Agenda)

Bill Pope, Zullo Gallery Director requests a one-day wine and malt beverage permit for Saturday November 9 from 5-10 PM for music performance by the band *The Cast Irons*

Church of the Advent requests permission to post signs announcing their annual Holiday Bazaar on Saturday November 16, 2019. Signs in place November 2 – 16, 2019

Medfield Music Association requests permission to post signs November 25 to December 10 announcing *Spaghetti with Santa and a Few Winter Friends* on Tuesday December 10, 2019.

Also requesting permission to post signs April 1-14, 2020 promoting *Medfield High School Jazz Night* to take place Tuesday April 14, 2020

Town Administrator Update

Review Board of Selectmen Action List

Selectmen Report

Informational

Copies of Board of Appeals decisions nos. 1372 and 1374

Packet of information from Medfield Conservation Commission

E. Clarke

11-1-19

OFFICE OF THE
TOWN CLERK

2019 NOV - 1 A 11: 26

RECEIVED
TOWN OF MEDFIELD, MASS.

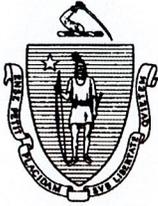
MEDFIELD - 2 ICE
HOUSE ROAD
LEGAL NOTICE
Public Hearing

A public hearing will be held on Tuesday November 5, 2019 at 7:00 PM at the Medfield Town House, 459 Main Street, 2nd floor, on application of the Kingsbury Club Medfield, Inc., 2 Ice House Road, to expand the club footprint with an attached building, square footage 52,000, and to provide liquor service to the new building from the existing restaurant by a mobile bar. All Town boards and interested parties are invited to attend.

Gustave H. Murby,
Chairman
Board of Selectmen

AD#13842766
The Press 102/5/19

THE PRESS Serving Dover, Sherborn & Medfield Friday, October 25, 2019 A7



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- New License
- Change of Manager
- Change of Officers/Directors
- Change of Ownership Interest
- Change Corporate Name
- Change of DBA
- Alteration of Licensed Premises
- Change of Location
- Other
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Change Corporate Structure (i.e. Corp / LLC)
- Change of Hours
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

Alteration of Premises

- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Kingsbury Club Medfield, Inc.	Medfield	00020-RS-0678

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

To expand the serviceable area within our property to include an attached building.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Brad Harris	General Manager	bradharriskcm@gmail.com	508 359-7800

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

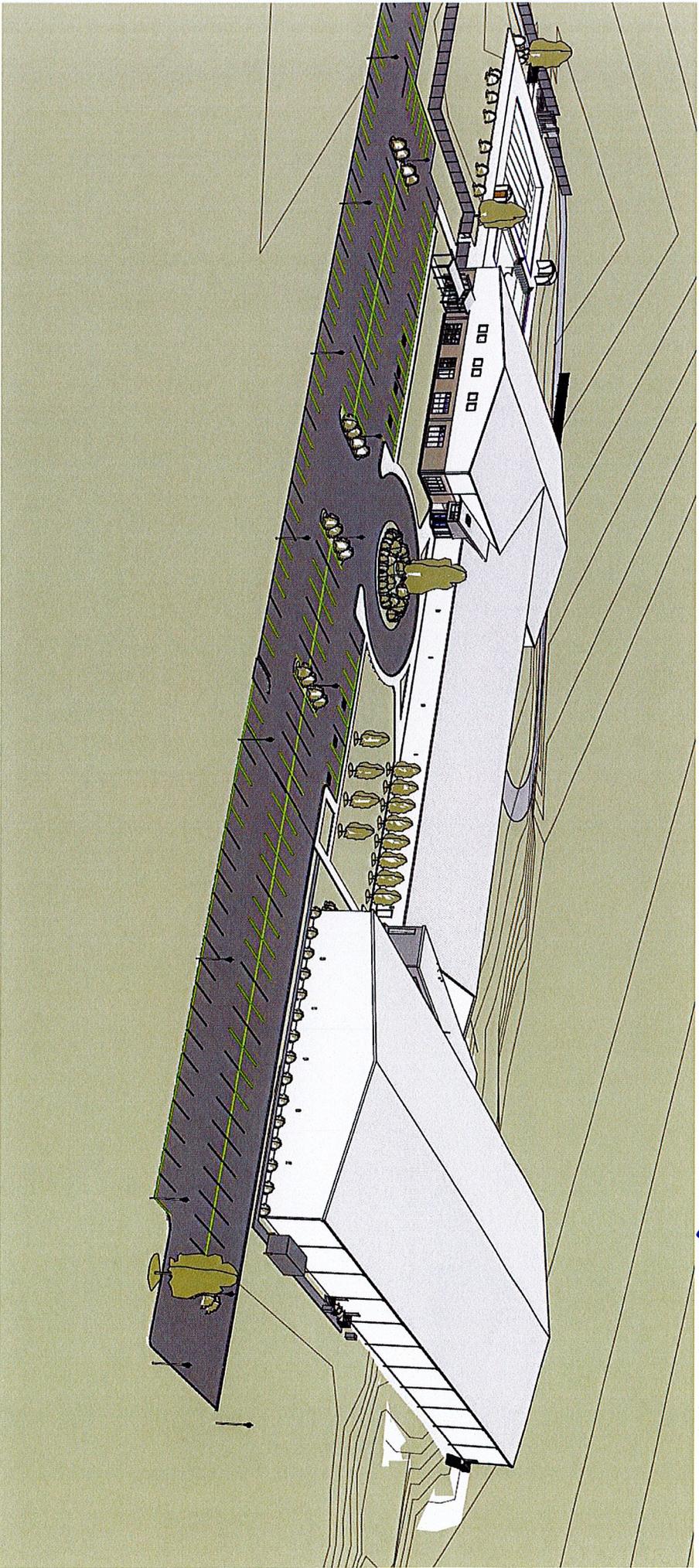
KCM would like to alter the coverage of their liquor license with their property to include an additional building which is connected to the current club.

2B. PROPOSED DESCRIPTION OF PREMISES

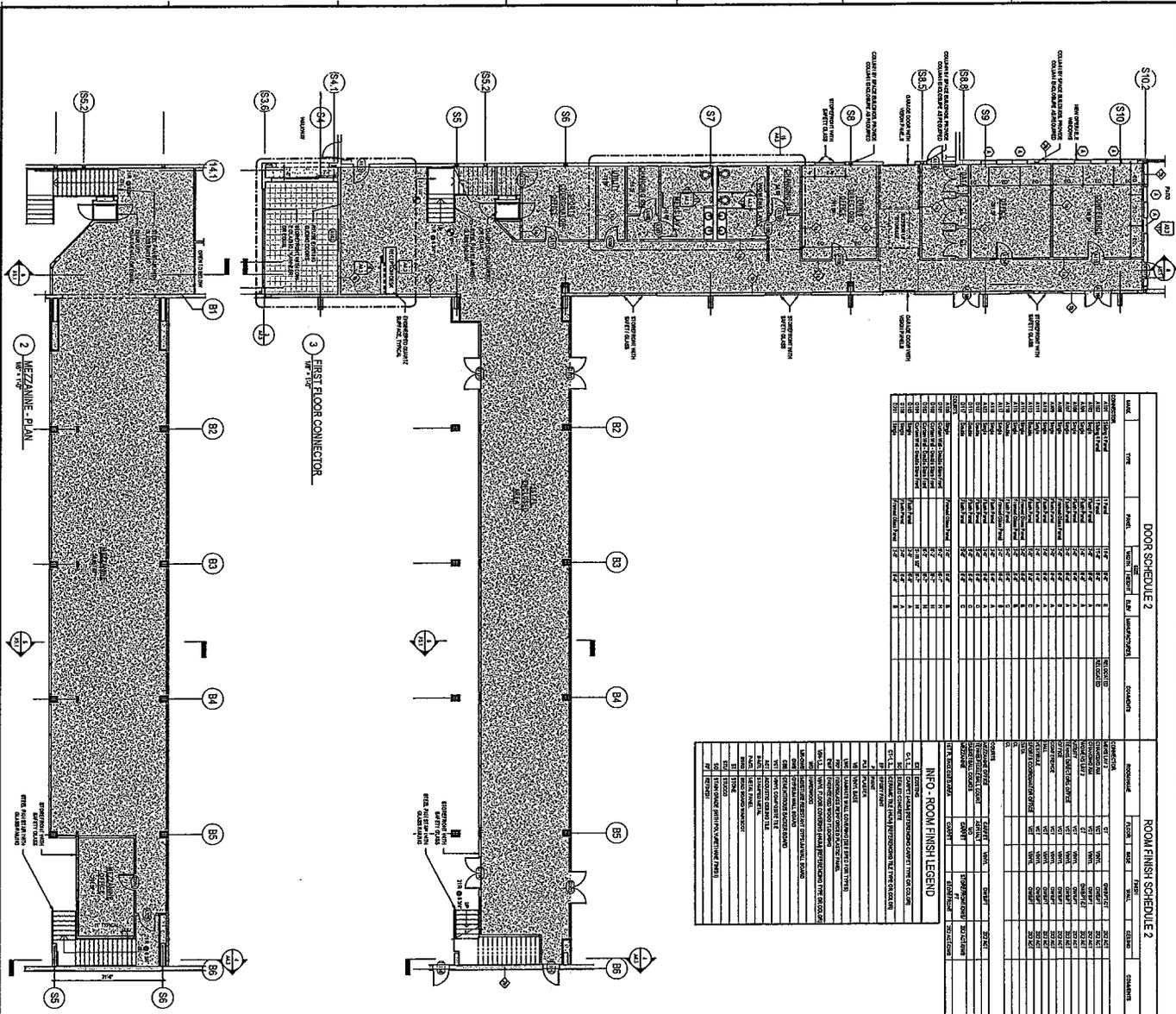
Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Expanding the club footprint with an attached building which includes two basketball courts, two tennis courts, and eight pickleball courts. There is an entrance, office space, men's and women's bathrooms, indoor viewing areas and outdoor patio to compliment the court usage. Liquor service will be provided from our existing restaurant as well as a mobile bar.

Total Sq. Footage	52000 sq ft	Seating Capacity		Occupancy Number	299
Number of Entrances	1	Number of Exits	5	Number of Floors	2



New Building
↓



DOOR SCHEDULE 2

NO.	TYPE	FINISH	HEIGHT	SWING	OPERATION	COMMENTS
1	SWING	WOOD	8'-0"	R	STD	...
2	SLIDING	WOOD	8'-0"	R	STD	...
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ROOM FINISH SCHEDULE 2

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INCO - ROOM FINISH LEGEND

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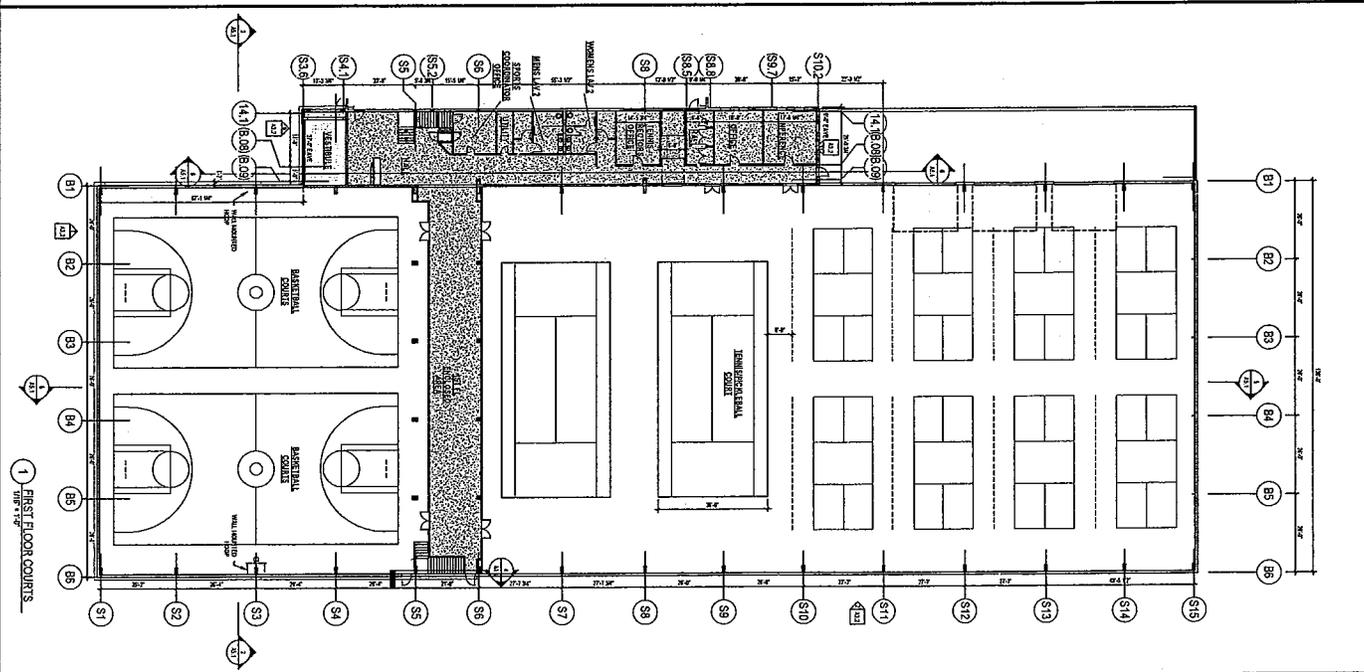
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Selectmen are requested to vote to appoint Highway Supervisor Bob Kennedy to the Norfolk County Advisory Board

Medfield Historic District Commission requests the Selectmen to vote to
appoint Cheryl O'Malley as Associate Member

CLAIM SETTLEMENT (RELEASE) AND LICENSE, WAIVER AND INDEMNITY AGREEMENT

This Agreement is made the 1st day of November, 2019, by and between the Town of Medfield, MA, acting through its duly-elected Board of Selectmen (hereinafter called the "Selectmen") and Jonathan Michaeli of 39 Quarry Road (hereinafter called the "Landowner").

WHEREAS, the Landowner and/or Developer previously installed a stone walkway without permission within the right-of-way of Quarry Road, Medfield, extending from Landowner's property at 39 Quarry Road; and

WHEREAS, Landowner seeks compensation from Town for the claimed damage to said walkway from Town's snowplowing activities and also seeks permission from Town to continue to maintain the stone walkway within the right-of-way of Quarry Road.

WHEREAS, without admitting liability, the Selectmen are willing to pay Landowner limited compensation for his claimed damage and to grant such permission to allow Landowner to continue to maintain said walkway, on a conditional basis so long as such use does not interfere with the town's activities on its right of way, only in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Selectmen hereby authorize payment to Landowner of four hundred, ninety dollars (\$490.00) in full and final compensation for any and all damage and/or expense Landowner has suffered or incurred to date as a result of Town's snowplowing or other street maintenance activities, and the Selectmen grant to Landowner, a license to continue the installation and maintenance, at his sole cost and expense, of the stone walkway (hereinafter: "installation"), within the right-of-way of Quarry Road; a photographic depiction of the installation is attached hereto as Exhibit "A".
2. This license may be terminated by the Selectmen immediately, upon written notice to the Landowner in the event that the Selectmen determine that the installation has become a hindrance to the public convenience. Landowner shall remove or relocate the installation onto the Landowner's property within ten (10) days after termination, failing which, the Town may remove the installation from the right-of-way and dispose of it.
3. In consideration of the foregoing grant by the Selectmen, the Landowner hereby agrees as follows:
 - A. To maintain said installation in good condition while it is on the Town's property.

- B. To indemnify, hold harmless and defend the Town of Medfield, its agents, servants, and employees, to the maximum extent permitted by law, from and against any and all costs, claims or causes of action which hereafter may be brought or instituted against any or all of them by or on behalf of anyone claiming loss or injury, due to or arising out of or incidental to the presence of said installation within the right-of-way of Quarry Road pursuant to the aforesaid license.
 - C. To release and waive any claim against the Town of Medfield for future damage or loss to the installation, caused by or as a result of the action of any agent, employee or other representative of the Town of Medfield due to its presence within the Quarry Road right-of-way including, but not limited to, snowplowing activities.
4. The rights conferred by this Agreement: (i) are contractual in nature and do not constitute a grant of an easement of any kind; (ii) shall automatically terminate upon either Landowner's sale or transfer of title of property; (iii) are not transferable or assignable by Landowner without the prior written consent of the Selectmen and any purported attempt to do so shall be null and void and cause the automatic termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the 1st day of November, 2019.

Town of Medfield, by its Board of Selectmen:

Landowner:

Gustave H. Murby, Chairman



Jonathan Michaeli

Osler L. Peterson, Clerk

Michael T. Marcucci, Member

Caffrey Roofing & Painting Co.

Douglas Caffrey

~ 14 West Fountain Street ~ Milford, Ma 01757 ~

~ Office/Fax: 508-634-8099 ~ Cell: 508-450-0616 ~

~ Email: douglascaffrey@hotmail.com ~

~ Roof restoration ~ Emergency service ~ Snow guard installation ~

~ Commercial & Industrial ~ Rubber, Metal, Slate & Asphalt Roofs ~

To: John Thompson

Medfield state hospital
Chapel Street
MA 02052
Cell 781-929-8790
jthompson166@verizon.net

Subcontract 2918

Job Name:	Repair work on the Chapel, building 12 and 17
Job Location:	Medfield state hospital
Date:	October 10, 2019

	Total
This price is for working on the Chapel slate roof areas the work will consist of stopping the leaks on the slate roof. There are two other buildings 12 and 17 roof repair work will be done on these two other buildings. There will be a variety of repairs to be done to stop the leaks. We will not know until we are up on the roofs fixing the roof's in troubled areas.	
Labor costs	\$17,600.00
Material costs unknown approximately \$800 .00	\$800 .00
We will need two 60 foot articulating lefts to complete the work required by us in a safe manner.	\$9,829 .00
Total:	\$28,229 .00

Proposed Accepted By

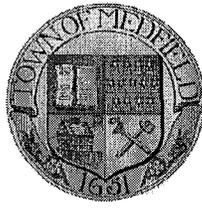
Date

Respectfully submitted,

Douglas Caffrey
President

References

~ National Grid ~ Harvard University ~ National Archives ~ Dean College ~
~ Axcelis Communications ~ Fort Devens ~ Norfolk Prison ~ Salvation Army ~
~ Watertown & Newton Housing Authorities ~ Worcester courthouses ~ YWCA ~



**TOWN OF MEDFIELD
MASSACHUSETTS**

AGREEMENT BETWEEN CONTRACTOR AND AWARDING AUTHORITY

THIS AGREEMENT, made this 1st day of May, 2019, by and between the Town of Medfield, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter referred to as the "Town" and/or "Awarding Authority", and Caffrey Roofing and Painting Co., with a usual place of business at 14 West Fountain Street, MA 02052, hereinafter called the "Contractor."

The words "he", "his", and "him" in this contract, so far as they refer to the Contractor, shall so refer whether the Contractor be an individual, partnership, or corporation.

WITNESSETH: The Contractor and the Town for the considerations herein-after named, agree as follows:

1. **CONTRACT DOCUMENTS**

- a) The Contract Documents consist of this Agreement, together with:
Notice to Bidders
Instructions to Bidders
Bid Form
Certificate of Authority (if applicable)
Certificate of Tax Compliance
Scope of Services
- b) The Contract Documents constitute the Contract, and supersede the bidding documents or any prior agreements between the Owner and Contractor. The Contract may only be modified by a writing duly executed by the Town, or its authorized representative, and the Contractor.

2. **DEFINITIONS**

The term Work used in the Contract Documents includes all materials, labor, motor vehicles, fuel, maintenance and equipment necessary to complete the projects detailed in the Contract Documents.

3. **SCOPE**

The Contractor will furnish at his own proper cost and expense all labor, equipment and materials required for performing as needed ROOFING maintenance and repair services at the Medfield State Hospital as specified in the Contract Documents.

4. TERM OF CONTRACT

This Agreement shall be in effect from the date of contract signing and shall expire on April 30, 2020, unless terminated earlier pursuant to the terms hereof, and the TOWN may extend this agreement for up to two (2) additional one (1) year periods at its sole discretion. All services under this contract for the periods of May 1, 2019 to April 30, 2020 and May 1, 2020 to April 30, 2021 shall be subject to appropriation.

5. CONTRACT SUM

The Owner agrees to pay the Contractor, and the Contractor agrees to accept in full consideration for the performance of the Contract, an amount subject to additions and deductions for individual service requests provided for in the Contract Documents.

6. PAYMENTS TO CONTRACTOR

Payments shall be made to the contractor in accordance with the provisions of Chapter 30, Sections 39G and 39K of the General Laws of the Commonwealth of Massachusetts, as applicable, including all current amendments. Payment of an invoice received by the Town Accountant of Medfield shall, provided that it is correct and in proper form, be made at the next Town payday following receipt of the invoice by the Town Accountant. No payment shall be made under this Contract except for full and satisfactory performance of work completed.

7. CONDITIONS OF EMPLOYMENT

- a) The Contractor agrees that it shall pay laborers to be employed on the project wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The schedule of prevailing wage rates is attached to and made a part of this Contract.
- b) The Contractor shall indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the Contractor's bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the Contractor to pay laborers employed on the project the said applicable prevailing wage rates.
- c) In accordance with the requirements of M.G.L. Chapter 149, Section 27B, the Contractor shall submit to the awarding authority on a weekly basis, a record of hours and wages paid to laborers employed on the project. All such weekly submissions shall be accompanied by the following certification:

"The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed in this work

for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

Dated: 7/9/19 Contractor: Caffrey Roofing and Painting Co.
By: Douglas Caffrey
Name: Douglas Caffrey
Title: Owner "

8. INDEMNIFICATION OF OWNER

The Contractor shall indemnify, defend and hold harmless the Town and all of its officers, agents and employees against all suits, claims or liability of every name and nature and from all claims for things which the Contractor is required to furnish under this Contract and for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death and consequential damages, arising out of or in consequence of the acts of the Contractor or his agents, employees, or subcontractors in the performance of the Work of the Contract which fail to comply with the terms and conditions of the Contract.

9. INSURANCE

The Contractor is required to maintain, and herewith certifies that he is covered by, the following insurance:

General Liability

Bodily Injury & Property Damage:	\$1,000,000 per occurrence
Combined Single Limit	\$3,000,000 annual aggregate

Town named as additional insured.

Umbrella Liability

	\$2,000,000 per occurrence
	\$2,000,000 annual aggregate

Town named as additional insured.

Automobile Liability

Bodily Injury and Property Damage: \$1,000,000 per occurrence
Town named as additional insured.

Workers' Compensation

Coverage for all employees in accordance with Massachusetts General Laws.

All coverages, except Workers' Compensation, shall name the Town of Medfield as an additional Insured, and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage. Failure to maintain the required insurance coverage throughout the term of the contract shall be considered a material breach of the contract.

10. CHANGES IN THE WORK

All changes in the work shall be authorized by written Contract Amendment or Change Order signed by the Town or its duly authorized agent.

11. BONDS

Upon receiving notice of award for any work with a total value exceeding \$25,000, the Contractor shall furnish to the Town and pay the premiums for bonds, each in fifty percent of the contract price, in such form as the Town shall prescribe, and with a Surety company qualified to do business under the laws of the Commonwealth and acceptable to the Awarding Authority, one bond for his performance of this contract, and the other to provide the security required by General Laws, Chapter 149, Section 29, as amended.

12. RELIANCE ON EXAMINATION

The Contractor has made this contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto except as otherwise provided by statute.

13. TOWN'S RESPONSIBILITY

The Town shall have no responsibility or liability to the Contractor or any other person with respect to or by reason of the condition of the premises where his work is performed.

14. COMPLIANCE WITH SPECIFICATIONS

If any material or equipment delivered by Contractor fails to comply with the Specifications, the Contractor shall be notified and shall be required at the discretion of the Town to refund to the Town the sum of money paid for that amount of material or equipment found unsatisfactory and to make such disposition of the defective material or equipment with-out additional cost to the Town as may be agreed upon. The Town

reserves the right to submit material or equipment supplied to evaluation to determine whether the Specifications have been complied with.

15. OUT OF POCKET EXPENSES

The Contractor shall reimburse the Town for any out-of-pocket costs incurred as a result of damage caused by defective material or workmanship.

16. DEFER PAYMENTS

The Town may defer payment to the Contractor of such sums otherwise due him for such period of time as the Town may deem required by law or expedient for the protection of the Town or others against his noncompliance with the terms and conditions of these specifications, and the Town may reimburse itself, by deduction from the money so retained, for all expenses and loss resulting from his noncompliance.

17. NO WAIVER OR RATIFICATION

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town or ratification by the Town of any breach of the terms and conditions of this contract or the specifications.

18. FINAL PAYMENTS

The making of final payment on a service request shall constitute a waiver of all claims by the Town except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Final Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

19. CONTRACTOR'S DEFAULT

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Town may, after seven days' notice in writing to the Contractor and his Surety and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may supply the materials and services here contracted for by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Town.

20. CONTRACTOR'S SUPERVISION AND RESPONSIBILITY

- a) The Contractor shall supervise and direct the Work, using his best skill and attention. He shall provide and pay for all labor, motor vehicles, equipment, fuel, maintenance and services necessary for the proper execution and completion of the Work.
- b) The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor's employment practices shall conform to the laws of the Commonwealth of Massachusetts and the United States of America.

21. PERMITS

The Contractor shall secure and pay for all permits, bonds, governmental fees and licenses necessary for the proper execution and supplying of the Work.

22. COMPLIANCE WITH LAW

In reference to the contract, the Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

23. TERMINATION OF CONTRACT BY OWNER

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper motor vehicles or equipment, or if he fails to make prompt payment for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may without prejudice to any right or remedy and after giving the Contractor and his Surety, if any, seven days' written notice, terminate the employment of the Contractor. In such case the Contractor shall not be entitled to receive any further payment under this contract and if the Town in providing the needs called for hereunder, either itself or through another contractor, exceeds the contract price hereof, for the same work, the Contractor shall pay to the Town the excess so sustained by the Town. In addition, the Town may withhold from any amount otherwise due the Contractor the amount of such excess costs.

24. PERFORMANCE AND LIQUIDATED DAMAGES

The Contractor agrees to commence Work on individual projects awarded under this contract on the date agreed upon with the Town and to thereafter diligently and continuously carry on the Work until the final completion date agreed upon prior to the commencement of Work. The Town reserves the right to assess liquidated damages

based on the cost of replacing the Contractor awarded for the completion of work on an individual project with the Town.

Upon claim made within ten (10) days of occurrence, if the Contractor is delayed at any time in the progress of the Work by changes or additions ordered in the Work, by labor disputes, fire, unusual delay in material supply, unavoidable casualties, causes beyond the Contractor's control, or by an cause which the Owner may determine justifies the delay, the time of performance shall be extended by Change Order for such reasonable time as the Owner may determine.

25. CONTRACTOR'S GUARANTEE

The Contractor guarantees to the Owner for one year after the Final Completion of the Work on an individual service request, the Work will be free from defects resulting from his work or that of any subcontractor or the materials furnished by him or any subcontractor. Any such defects appearing in that time shall be remedied by him at his expense promptly upon notice of their existence; or the Owner at its option may cause them to be remedied, in which case he shall reimburse it for the expense incurred by it thereby. "Final Completion" is defined to mean that point in the progress of the Work when all workers have left a given project, their work completed, with no work remaining to be done on the project other than work required to be done upon the appearance of defects during the one-year period above mentioned.

26. INTERPRETATION OF CONTRACT

This Contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any part of this Contract or the Contract Documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the Contract and the Contract Documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

27. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) employees and visitors at the site and all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and their protection them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, (including any Subcontractor, or Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable), shall be remedied by the Contractor, except

damage or loss solely attributable to the acts or omissions of the Owner.

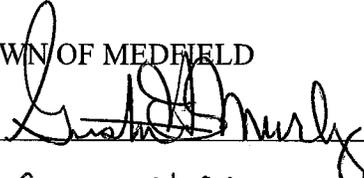
28. TERMS REQUIRED BY LAW

All terms required by law to be included in this Contract are hereby included and shall be in as full effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three counterparts, each of which shall be deemed an original, in the year and date stated below.

TOWN OF MEDFIELD

By


GUSTAVE H. MURBY

Chair
Board of Selectmen

Date 6/18/19

 (Caffrey Roofing and Painting Co)
CONTRACTOR

Owner

(Title)

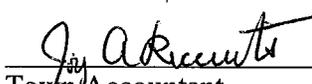
14 West Fountain St.

(Street)

Milford Ma 01757

(City, State and Zip Code)

In accordance with Massachusetts General Laws, Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and the Town Manager has been authorized to execute the contract and approve all requisitions and change orders.


Town Accountant

Town of Medfield
On-Call Roofing Maintenance Services
Bid Form

Date: March 31, 2019

To: The Town of Medfield

Attention: Town Administrator

A. The undersigned (hereinafter called the Contractor) proposes to furnish all labor, equipment and materials required for On-call ROOFING Maintenance Services for the Medfield State Hospital property, in accordance with the accompanying plans and specifications prepared by the Town, for the amounts listed below, subject to additions and deductions in accordance with the terms of the specifications. It being understood that the Town of Medfield (hereinafter called the Owner) will be the sole judge as to the acceptance of the bids and awards of the Contract.

B. This bid includes Addenda:

Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

C. Labor

1. Monday – Friday 7:00am until 5:00pm

Hourly Rate

\$ 87.25

2. Saturday/Sunday/Holiday/Overtime

Hourly Rate

\$ 117.25

D. Bidder proposes to provide all labor and materials to complete the work on individual service requests, as specified in the Contract Documents, and as is reasonably expected due to the existing conditions and required construction, within the completion time specified for such requests.

E. The undersigned hereby certifies, under penalties of perjury, as follows: (1) that he/she/it is able to furnish labor that can work in harmony with all other elements of the labor employed, or to be employed on the work, and (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned also certifies that he/she/it will comply fully with all federal, state and local laws and regulations applicable to the award and performance of public works construction contracts in the Commonwealth of Massachusetts.

F. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any person. As used in this subsection the word "person" shall mean any natural persons, joint venture, partnership, corporation or other business or legal entity.

- G. The undersigned further certifies under penalty of perjury that said undersigned is not presently debarred from doing public construction work in the Commonwealth under provisions of Section 29F of Chapter 29 or other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.
- H. The undersigned bidder further certifies under the pains and penalties of perjury, that this bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Caffrey Roofing and Painting Co.
Company Name

14 West Fountain St. Milford Ma 508-450-0616
Business Address (phone number)

By: Douglas Caffrey
(Print Name of Authorized Signature)

Title: Owner

Signature: Douglas Caffrey

CERTIFICATE OF TAX COMPLIANCE

Pursuant to G.L. c.62C, §49A, I, Douglas Caffrey, hereby certify under the pains and penalties of perjury that Caffrey Roofing Co has complied with all laws
(Contractor)

of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

March 21 2009
Date

Douglas Caffrey
Signature of Authorized
Representative of Contractor

04-3042886
Social Security Number or
Federal ID Number of Contractor

Owner
Title

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

_____ held on _____ it was VOTED that:
(Name of Corporation) (Date)

(Name) (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this company.
(Officer)

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the clerk of the _____
_____ that _____ is duly elected
_____ of said company, and that the above vote has not been amended or
rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

Caffrey Roofing and Painting Company

Reference List

April 1st, 2019

- *TOWN OF FITCHBURG- AIRPORT HANGER #7
 - JACK SKYPE- ARCHITECT- 508-277-0284
 - 10 YR. UNIFLEX COATING SYSTEM ON METAL ROOF
 - 8,000 SQ. FT.

- *TOWN OF PLAINVILLE- DPW BUILDING
 - WAYNE HUBBEL- ARCHITECT- 508-740-9642
 - 10 YR. UNIFLEX COATING SYSTEM ON METAL ROOF
 - 15,000 SQ. FT

- *HYBERNIA NETWORKS- LYNN LOCATION
 - DWIGHT TUTTLE- 603-817-7797
 - UNIFLEX COATING SYSTEM ON METAL ROOF
 - 10,000 SQ. FT.

- *TOWN OF WINTHROP- LARSEN SKATING RINK
 - BOB DIMENTO- 617-780-9753
 - 12 YR. TREMCO COATING SYTEM
 - 21,000 SQ. FT.

- *WATERTOWN HOUSING AUTHORITY
 - BRIAN COSTELLO- FACILITIES DIRECTOR
 - WHITE NIGHT COATING SYSTEM
 - 15,000 SQ. FT.

- *TOWN OF ARLINGTON- TOWN HALL ROOF
 - MARK MARINO- FACILITIES MANAGER - 781-389-7891
 - FULLY ADHERED WHITE NIGHT COATING W/ POLYESTER ON EPDM ROOF
 - 10,000 SQ. FT.

*TOWN OF DENNIS- DPW BUILDING

- GREG ROUNSVILLE- DIRECTOR OF PUBLIC WORKS- 508-760-6220
- 10 YR. TREMCO COATING SYSTEM ON METAL ROOF
- 8,000 SQ. FT

*SCHMIDT EQUIPMENT – OXFORD, MA

- MATT NOLAN- MNOLAN@TREMCOINC.COM
- 10 YR. TREMCO COATING SYSTEM ON METAL ROOF
- 9,500 SQ. FT

* JP PLASTICS – BRIDGEWATER, MA

- MATT NOLAN- MNOLAN@TREMCOINC.COM
- 12 YR. TREMCO COATING SYSTEM ON METAL ROOF
- 11,000 SQ. FT

*TOWN OF NORTON- MIDDLE SCHOOL

- WADE LIZOTTE – DIRECTOR OF FACILITIES- 508-285-0100
- CUSTOM TINTED UNIFLEX COATING SYSTEM ON METAL ROOF
- 5,000 SQ. FT.

Firm Name *Caffrey Roofing*

SCHEDULE H - PROJECT REFERENCES: Interested General Contractors are required to list references for prior work your firm has performed listed in Schedule C Similar Project Experience for this Project. At least one valid form of contact is required (phone or email). Bidders may use additional copies of this form as needed.

PROJECT TITLE	OWNER NAME	CONTACT PERSON/ADDRESS	TELEPHONE#	EMAIL (required)
<i>On Call Roofing Town of Haverhill</i>	<i>Town of Haverhill</i>	<i>David Jackson</i>		<i>djackson@ mps-edu.org</i>
<i>On Call Roofing Town of Norton</i>	<i>Town of Norton</i>	<i>Wade Lizotte</i>		<i>wadelizotte@ Norton.K12.MA.US</i>

SCOPE OF SERVICES

A. On-call Roofing Maintenance Services

The Contractor shall furnish all labor, materials, supplies, and equipment for the complete and satisfactory performance of routine and emergency Roofing maintenance and repair services for exteriors at such facilities located on the Medfield State Hospital site on an as needed basis.

Roofing maintenance and repair services shall include, but not be limited to Repair of Slate, Asphalt shingle, and EDPM; waterproofing/flashing of all types of masonry surfaces; and occasionally masonry repair and Boarding Over door and window openings with appropriate products.

B. Materials

The Town reserves the right to provide materials for roof maintenance service requests. Contractors may be asked to provide a quote on an hourly basis with an additional amount for supplies and materials, or a total cost for the job. Where the value of work performed directly by the Contractor under a service request specifically includes the Contractor furnishing materials or equipment, the Contractor shall be allowed an additional ten percent (10%) of the total cost of the requested materials or labor as overhead. Projects estimated to cost greater than \$50,000 inclusive of all parts, supplies, materials, and labor will be bid separately under the auspices of M.G.L. Chapter 149.

C. Time

It is intended that the Contractor shall accomplish the majority of work during normal business hours and work shall not be accomplished on an overtime basis unless prior approval has been obtained from the requesting department. Standard hours of work shall be Monday-Friday 7:00 AM until 5:00 PM.

Once a contractor has received a service request by phone or email, they will be expected to respond to the requesting department in a timely manner within five (5) business days and must begin any awarded work on the agreed upon date and time. Site visits for service requests may be necessary and should be scheduled in a reasonable period of time with the requesting department.

All appointments made between a contractor and a department must be kept unless the department agrees to a change. Failure on a contractor's part to keep appointments, or respond to the Town for either regular or emergency service requests within the time frames mentioned above, may result in termination or non-renewal of their contract. All quotes must be provided in writing and at no cost to the department.\

D. Personnel

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work without the written consent of the **State Hospital Coordinator** or the Town Administrator. For all work performed in accordance with this bid the contractor must adhere to the Prevailing Wage laws, which are incorporated herewith and will be annually updated by the Town.

The contractor's hourly rate must reflect the amount a contractor will charge per hour only and not per hour per person. Only one tradesman shall be assigned to work on a job. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices/helpers. The Town reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected part(s) acquisition is needed during a job to contain costs. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project.

E. Guarantee

All work performed throughout the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable Federal, State, and Local codes and industry-accepted standards. The contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job.

The Town of Medfield reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Town of Medfield's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge.

F. Performance Specifications

- a. Pre-construction
 - i. Examine substrates, areas, and conditions for compliance with requirements for Roofing application detailed in sub-sections B through C.
 - ii. Proceed with Roof repair application only after unsatisfactory conditions have been corrected and surfaces receiving roofing are thoroughly dry.
 - iii. Start of roofing will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
 - 1. Notify Owner about anticipated problems when using the material specified over substrates primed by others.
- b. General Preparation

- i. Remove hardware and hardware accessories, gutter/downspouts, machined surfaces, and similar items already installed that are not to be repaired. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and roofing.
 1. After completing roofing operations in each area, reinstall items removed using workers skilled in the trades involved.
- c. Surface Preparation
 - i. Before applying roofing or other surface treatments, clean substrates of substances that could impair bond of the various materials.
 1. Evaluate flashing, and repair as required.
 2. Clean all areas to remove debris that will prevent adhesion of new materials.
- d. General Application
 - i. Apply Roofing according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- e. Application Procedures
 - i. New roofing materials color and slate style shall be approved.
 - ii. New flashing shall be Zinc Coated Copper.
 - iii. If possible, apply a water membrane material such as Ice and Water Shield over wood substrate prior to applying slate or asphalt shingle.
- f. Completed Work:

Match approved samples for color, texture, and coverage. Remove, refinish work not complying with requirements.
- g. Workmanship
 - i. Materials shall be applied by skilled mechanics under proper supervision. All roofing shall match coursing, spacing, and flashing.
 - ii. Final Inspection: State Hospital Coordinator, department head, or owner's designated representative will inspect all roofing work.
 1. Painting Contractor will be required to repair, refinish, re-install items which do not comply with requirements of these specifications.
- h. Boarding Over Window and Door Openings.
 1. Contractor shall evaluate existing opening to determine the existing trim condition to mount new plywood barrier.
 2. Plywood shall be 5/8Inch CDX plywood painted with two coats of an exterior grade latex paint in a "brick" red to match existing wood color.
 3. Fasteners shall be galvanized 2 inch wood deck screwed installed 12 inches on center.
 4. Plywood board shall be measured and cut so it covers all face trim boards to the outside edge. The plywood can sit on the window sill of door threshold.

5. In the case were an existing wood panel has been installed and came loose/fell off, the contractor may reuse the panel provided that the following is met:
 - a. The wood panel is solid and not delaminating;
 - b. All existing fasteners shall be removed and new galvanized 2 inch wood screws are installed in new locations. Do not re-use existing holes.
- i. Cleaning
 - i. At the end of each workday, remove empty cans, rags, rubbish, and other discarded materials from Project site(s).
- j. Protection
 - i. Protect work area during installation to prevent falling material accidents.
 - ii. Install signage in area to keep the public away from the area being worked on.

G. Sample Service Request

PRICE REQUEST BUILDING 12

This project includes surface preparations and field repair of exposed roof decking and missing slate on Building 12 State Hospital.

On the North Facing roof along the Soffit at the intersection of the Masonry wall, approximately 8 slate are missing/broken and wall flashing is missing.

Install ice and water membrane in the limited area, Reflash approximately 5 linear feet from soft to existing acceptable are and re-mortar all let in joints, and install new slate in area to make area tight to weather.

The selected vendor will be responsible for all equipment and labor to prepare surfaces in this roof and wall area and apply new membrane, slate and flashing.

Vendors should submit their roofing quote to the State Hospital Coordinator

TOWN OF MEDFIELD – MT. NEBO ANTENNA LEASE

The Town of Medfield seeking proposals for leasing space for wireless communications antennas and associated cabling and ground equipment on a standpipe water tank (“Structure”) on a parcel of town-owned land (38-015) off Eastmount Road east of the town center. It is currently occupied by three wireless service providers whose leases are soon to expire. The Town is making the Structure available on a competitive basis to these and any other wireless service providers interested in occupying the site. Minimum Lease Price is \$44,000 per year plus an annual lease inflation factor of 2.5%. Anticipated lease term is ten years with three five-year options to extend. The options to extend are subject to further Town Meeting approval. Sealed proposals are due at the Town Hall on Friday, December 20, 2019 on or before 11:00 a.m. A detailed request for Proposals and the required submittal forms can be obtained from the Selectmen’s Offices, Medfield Town Hall, 459 Main St., Medfield, MA during normal business hours, by telephone (508) 359-8505, or by email to Kristine Trierweiler, ktrierweiler@medfield.net.

REQUEST FOR PROPOSALS

MT NEBO WATER TOWER ANTENNA SITE

The Town of Medfield, Massachusetts seeks competitive sealed proposals for the lease of a portion of the Town-owned parcel of land (the "Site"; see Town of Medfield Exhibits A) and space in and on the water supply standpipe for the purpose of installing one or more personal wireless services facilities. Situated on a parcel of land (38-015) at the site known as Mt Nebo east of the center of Medfield, the Structure and grounds will be let to one or more parties for the sole purpose of erecting, operating and maintaining wireless radio or cellular telephone antennas and related equipment, transmission and utility wires, poles, conduits, pipes, accessories and improvements, including enclosed structure, equipment space and/or fencing. Lessees will not be permitted to sublet their lease interests.

PROPOSAL SUBMISSION REQUIREMENTS

Proposals should be in a sealed envelope, no later than 11:00 a.m., Friday, December 20, 2019 to:

Kristine Trierweiler, Town Administrator
Medfield Town Hall
359 Main Street
Medfield, MA 02052

and should be marked "Mt. Nebo Antenna Bid" in the lower left-hand corner of the envelope.

Proposals received after this time will be rejected.

In responding to this RFP, proposers must follow the prescribed format and use the included forms or reasonable facsimiles thereof. By so doing, each proposer will be providing the Town with comparable data to that submitted by other proposers and thus be assured of fair and objective treatment in the Town's review and evaluation process. Each proposal response shall include completed Forms 1 through 6.

Questions regarding this RFP should be directed to Kristine Trierweiler, Town Administrator, at the above address or to ktrierweiler@medfield.net and must be received by 12:00 pm on Wednesday, December 11, 2019.

SELECTION PROCESS:

Proposals will be evaluated by the Radio Tower Committee. Evaluations will be based on the Minimum Selection Criteria described below. Proposals will be evaluated in accordance with the provisions of Chapter 30B, the Uniform Procurement Code, Massachusetts GL. Selection

Criteria are as follows: (1) Complete proposal response, signed and all requested information provided; (2) Lease value proposed at or exceeding the established Lease Price of \$44,000 per year, plus an automatic lease inflation factor of 2.5% annually, for the life of the lease. (3) Proposer is a bona fide provider of personal wireless services in Massachusetts. Each proposal will be assigned one of two ratings: "Unacceptable" if it is unresponsive, incomplete, or fails to satisfy the selection criteria or, "Acceptable" if it satisfies the selection criteria. The proposer of any proposal may be required to discuss or clarify its proposal with the Town any time during the procurement process.

The Town may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the Town may allow the proposer to make minor corrections, except to the Cost Proposal, and apply the change in the evaluation. Proposals which are unresponsive or incomplete or which fail to satisfy the selection criteria will be rejected. The Town of Medfield reserves the right to reject, in its discretion, any and all proposals determined not to be in the best interest of the Town of Medfield.

Proposals indicating a lower proposed lease value than the established Lease price will be rated as unacceptable and will not be considered. Proposers will be awarded a rank based on their proposed lease value. The proposer(s) who offers the highest proposed lease value, among those proposals which are rated as "Acceptable", will be granted first preference of antenna and facility location on the Structure and Site. In rank order, additional proposers will be given the opportunity to select a non-conflicting location until there is insufficient space or structural integrity or other resource to support the inclusion of additional proposers' facilities. The town reserves the right to negotiate among the winning proposers to produce a better combined result. If any two proposed lease values are identical in two or more "Acceptable" proposals, then the award will be made to whichever proposer submitted its proposal first, as judged by the time received at the Office of the Board of Selectmen. The Town expects to make multiple awards and prefers that wireless communications facilities be co-located on the Structure to the extent possible.

A Lease Agreement (the "Lease") is attached to this RFP. The winning bidder(s) will be expected to execute the Town's standard lease in substantially its current form.

MINIMUM ANNUAL LEASE PRICE: \$44,000 per year plus a 2.5% annual inflation adjustment.

Anticipated lease term is ten years with three five-year options to extend. The extensions are subject to further Town Meeting approval.

Any award to a proposer may be withdrawn by the Town at its discretion if, after negotiating any proposed revisions with the Town, the selected proposer fails to execute a lease agreement with the Town within thirty (30) days of the Town's award.

TOWN OF MEDFIELD EXHIBIT A

Site Description

ADDRESS OF SITE: Off Eastmount Road, Medfield, Massachusetts.

Coordinates (approximate): 42.185976° -71.289413°

PROPERTY DESCRIPTION: Standpipe Tank ("Structure") with a construction type of welded steel, built in 1983. The standpipe is 97± feet AGL, a diameter of 65± feet and has a storage capacity of 2,500,000 gallons. The elevation of the top of the base foundation wall is 260± feet AMSL. The high water level of the proposed tank is 357± feet AMSL. Provisions have been made in the design to provide cable conduits, a roof access hatch and utility rails. Three personal wireless service providers and town owned service antennas presently occupy the Structure.

In their proposal narrative, proposers may indicate their preferred antenna location on the Structure. Such an indication will be informational only and will not be used to rank winning proposals. Location preference will be considered by the Town when it is the winning proposer's turn to select a location, however, the Town does not guarantee that it will approve any particular location for the mounting of antennas. The Town intends to offer the top of the tank above approximately (97 ft AGL). Attachments to the side of the tank are least desirable. Shrouds or other visual impact mitigation may be required, on a case by case basis.

The Structure is in need of maintenance requiring the removal of existing telecommunications equipment; the tank is tentatively scheduled to be painted in spring 2020. The start date of the lease for the structure may be dependent upon the Town's maintenance project schedule.

The Site is situated behind a neighborhood located on a 10.79 Acre parcel shown on Medfield Assessor Map 38, Lot 015.

SUBMITTAL STATEMENT

In response to this Request for Proposals, the applicant shall attach this statement to a transmittal cover letter on business letterhead and, if a corporation, attach a notarized, dated, vote of the corporation authorizing the Authorized Representatives(s) signing the submittal to do so on behalf of the corporation.

This Proposal is hereby submitted on or before Friday, December 20, 2019 at 11:00 a.m. by:

Name of Business (the “applicant”)

Name of Contact Person (type or print)

Contact Telephone Number and Email Address

Site Location: Off Hospital Road, Medfield, Massachusetts

This submittal consists of four copies of the following:

- a. A Transmittal Cover Letter with this Submittal “Statement”.
- b. A “Proposal Summary” (Form 1)
- c. A “Cost Proposal” (Form 2)
- d. A “Certificate of Non-Collusion (Form 3)
- e. A Certification of Compliance with Tax Laws (Form 4)
- f. A Disclosure of Beneficial Interests (Form 5)
- g. A Statement of Qualifications and Related Experience (Form 6)

This Proposal Response is a firm offer to lease the Proposed Hospital Road water Tank and site per the terms and purposes described in the Town’s RFP. This offer shall remain open for a period of 45 days following written notice of Proposer selection.

The respondent agrees to protect, defend, indemnify and hold harmless the Town of Medfield from and against any liability, claims, or causes of action in favor of any party, arising directly or indirectly out of its Proposal, or resulting from negligence or any willful act or omission by the respondent, its subcontractors, agents or employees. The respondent agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

Authorized Representative(s):

By: _____ Address: _____

Title: _____ Date: _____

Witness: _____

Bidder: _____

FORM 1

PROPOSAL SUMMARY

Please provide no more than a two page summary of your proposal

BIDDER _____

Form 2

COST PROPOSAL

Column III – “Proposed Base” is required. If a higher CPI is proposed than the 2.5% calculated into Column II – “Minimum Base”, please indicate. Column IV – “Added Compensation” is not required unless you are proposing such compensation as described below. Add the “Proposed Base” and any ‘Added Compensation” and place into Column V – “Total Value” column.

Year	Minimum Base	Proposed Base	Added Compensation	Total Value
1	\$44,000			
2	\$45,100			
3	\$46,228			
4	\$47,383			
5	\$48,568			
6	\$49,782			
7	\$51,027			
8	\$52,302			
9	\$53,610			
10	\$54,950			
11	\$56,324			
12	\$57,732			
13	\$59,175			
14	\$60,654			
15	\$62,171			
16	\$63,725			
17	\$65,318			
18	\$66,951			
19	\$68,625			
20	\$70,341			
21	\$72,099			
22	\$73,902			
23	\$75,749			
24	\$77,643			
25	\$79,584			

A Schedule of “added Compensation”, if proposed, shall be attached to this Form 2 and shall describe any such proposal in sufficient detail. Including the year assigned as “added Compensation” and basis for computing attributed value. Examples of “Added Compensation” are, but are not limited to, the waiver of monthly charges for cellular phone use for a specified number of units, the provision of specifies equipment, running cable between municipal facilities, a funding donation for a specific program, or contracting to provide a physical infrastructure improvement.

BIDDER: _____

FORM 3

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted 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.

(Signature of person signing proposal)

By: _____

(Name of Bidder)

Date: _____

FORM 4

CERTIFICATION AS TO COMPLIANCE WITH TAX LAWS

I, _____,
the duly authorized representative of _____,
Certify under the pains and penalties of perjury that it has complied with all laws of the
Commonwealth of Massachusetts relating to taxes.

By: _____
Signature of Authorized Representative

For: _____

Date: _____

FORM 5

DISCLOSURE OF BENEFICIAL INTERESTS

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted with the below as required by chapter 7, section 40J of the General Laws.

The following names and addresses represent all persons who have or will have a direct or indirect beneficial interest in the above identifies parcel, if the Town of Medfield offers to lease the parcel to the undersigned:

Name

Address

BIDDER: _____

STATEMENT OF QUALIFICATIONS & RELATED EXPERIENCE

1. Identify the Proposer and the Personal Wireless Services it Provides in Massachusetts, including reference to any FCC licenses it holds to provide such services:

2. List the name, address and telephone number of the assigned project manager:

3. For the preceding two (2) years, attach a list of similar antenna installations made by your company. Include site addresses and contact person names and telephone numbers for each landlord. Provide a similar list of all current lease relationships with municipalities.
4. Describe any pending litigation involving the Proposer, any suspension or termination of a contract or any fines, penalties, or citations received by the Proposer over the last two (2) years.

EXHIBIT A

BIDDERS EQUIPMENT LIST

TENANT shall have the right to place the following equipment on TOWN's Tower including all necessary attachments for mounting antennae, coax and other related appurtenances (Collectively, "Attachments"). TENANT shall have the right to repair, replace, and/or modify said Attachments within the scope of the lease and any permits issued. Whenever the TENANT is placing, mounting, repairing or modifying any of the above equipment, the TENANT shall consult, at the TENANT's expense, with the TOWN's water tower consultant to ensure that the tower and appurtenant equipment, and the Town of Medfield public water supply is protected at all times from damage and/or contamination. If any damage or contamination does occur as a result of the TENANT's use or occupancy of the tower and/or the site, it shall be responsible for removing and replacing any and all of its equipment on the Tower and site, when it is necessary for the Town to paint, sand or repair the Tower and shall cooperate with the Town in accessing the Tower or the Site, as necessary to paint, maintain, sand, repair or access the Tower or Site to conduct tests, or to take samples of water, soil, paint, etc.

ATTACH EQUIPMENT LIST

BIDDERS EXHIBIT B

Site Plan of any Land and/or Buildings(s), with proposed location of bidder's ground facility, plus a list of any Equipment on said Land or in said Building(s) to be included in the Lease.

ATTACH SITE PLAN

BIDDERS CERTIFICATE OF INSURANCE

TO BE PROVIDED BY SUCCESSFUL BIDDER(S) WHEN CONTRACT(S) SIGNED

Tenant Site Name:
Tenant Site Number:
Atty/Date:

LEASE AGREEMENT, re:

**Space on Town Water Tower off Eastmount Road for
Personal Wireless Communications**

Facility:

LEASE AGREEMENT (“Lease”) made this ____ day of _____, ____, by and between the Town of Medfield, a municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, Massachusetts (hereinafter: “Landlord” or “Municipality”) Landlord, and _____, and a duly-licensed personal wireless service provider (hereinafter: “Tenant” or Provider”), Tenant:

1. PREMISES: The lease premises consists of space on the top of the Town of Medfield’s Standpipe Tank (“Water Tower”) located off Eastmount Road, Medfield Massachusetts (hereinafter referred to as the “Property” and further described in Exhibit “A”) for the attachment of its antennas and associated equipment (“Antenna Space”) and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets, generator and associated equipment (“Land Space”); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, with prior notice to the Landlord’s police department by telephone (at _____), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a right of way extending from the nearest public right of way, Eastmount Road across other property owned by the Town of Medfield, which is further described in Exhibit “A”, to the Land Space (“Right of Way”). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as Exhibit “B” and are collectively referred to herein as the “Premises”).

2. TERM: The initial lease term is ten (10) years (one hundred twenty (120) months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits (“Commencement Date”). The initial Lease term

may be further extended for three (3) five-year periods PROVIDED THAT Medfield Town Meeting approves an additional lease period and PROVIDED FURTHER that the Medfield Board of Selectmen so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. The initial term and all extensions shall be collectively referred to as the "Term". Landlord shall provide written notice to Tenant at least four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to the expiration of the lease term upon demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider's control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is _____ dollars (\$_____), which Tenant shall pay in one lump sum payment in advance for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of two and one-half percent (2.5%) on the anniversary of the Commencement Date. Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") and for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms, in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public way, Hospital Road. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with the existing water system piping, electrical conduits or access to the Water Tower for routine operation and maintenance.

5. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination

that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as Exhibit "B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iv) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing original tenants identified on Exhibit "C" to avoid any radio frequency interference. Tenant's antennas and equipment shall remain its property, subject to Tenant's compliance

with the provisions of this Lease and Landlord's remedies in event of Tenant's default specified in Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit "C" ("Co-tenants") in locating and installing its facilities pursuant to Exhibit "B" and shall cooperate with Co-Tenants to eliminate any radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance insuring Tenant and including Municipality as an additional insured, as its interest may appear under this Lease, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years.

Certificates of such insurance shall be delivered to Municipality at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its

obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan (RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit "C" and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY:

Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with the following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice ("Inspection Company") to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.
- c. Tenant shall provide Landlord with "As-Built" construction drawings (which shall include all utilities installed by Tenant), once the installation is approved by the Inspection Company.
- d. Upon reasonable notification from Landlord, Tenant shall repair damage to the painted surfaces on the Water Tower disturbed during the installation of Tenant's equipment on

the Water Tower or damaged as a result of Tenant's own use, provided such notice is given to Tenant within five (5) years from the installation of Tenant's equipment.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided that:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for the Temporary Relocation.
- c. The temporary location is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- d. Tenant's use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant's reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality's police department by telephone (at _____) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured. Tenant shall have access to the Ground Space seven (7) days a week, twenty-four (24) hours a day without notice to the Town.

16. TOWER COMPLIANCE. Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules, regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and expense and with the reasonable cooperation of Landlord, all approvals and permits necessary for its own use of the Premises to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. TENANT COVENANTS: Tenant covenants with Landlord as follows:

a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;

b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;

c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;

d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;

e. Tenant shall promptly remove any equipment Tenant determines is obsolete and comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Term.

f. Tenant shall maintain all of its equipment in good repair;

g. Tenant shall comply with the insurance provisions contained in Paragraph 10;

h. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law;

i. Tenant shall comply with the environmental provisions contained in Paragraph 14;

j. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraphs 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion,, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term if this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement hereunder. In addition to all other

legal and equitable, remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery, certified mail, return-receipt requested, in the case of Landlord, to:

Town of Medfield
Town House
459 Main Street
Medfield, MA 02052
Attn: Town Administrator

and, in the case of Tenant, to:

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Dedham Division, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

WITNESS our hands and seals the date above written.

TOWN OF MEDFIELD, Landlord, by
its Board of Selectman

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF MEDFIELD
Board of Water and Sewerage

By: _____

Name: _____

Title: _____

Date: _____

TENANT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Premises is located on the property owned by the Town of Medfield, which is located off Eastmount Road in the Town Medfield, Massachusetts, and is identified as Map 38, Lot 015, on the tax maps of the Town of Medfield and is further described in a deed recorded with the Norfolk County Registry of Deeds (“Registry”) at Book 5953, Page 699.

See attached Legal Descriptions.

EXHIBIT B

DESCRIPTION OF THE PREMISES

See attached Lease Exhibit.

EXHIBIT C

EXISTING TENANTS

TOWN OF MEDFIELD – MEDFIELD STATE HOSPITAL ANTENNA LEASE

The Town of Medfield seeking proposals for leasing space for wireless communications antennas and associated cabling and ground equipment on an elevated water tank (“Structure”) that was constructed in 2015 on a parcel of town-owned land off Hospital Road in the Northwest quadrant of the Town. It is currently occupied by one wireless service provider. Minimum Lease Price is \$44,000 per year plus an annual lease inflation factor of 2.5%. Anticipated lease term is ten years with three five-year options to extend. Sealed proposals are due at the Town Hall on Friday, December 20, 2019 on or before 11:00 a.m. A detailed request for Proposals and the required submittal forms can be obtained from the Selectmen’s Offices, Medfield Town Hall, 459 Main St., Medfield, MA during normal business hours, by telephone (508) 359-8505, or by email to Kristine Trierweiler, ktrierweiler@medfield.net.

REQUEST FOR PROPOSALS

MSH WATER TOWER ANTENNA SITE

The Town of Medfield, Massachusetts seeks competitive sealed proposals for the lease of a portion of the Town-owned parcel of land (the "Site"; see Town of Medfield Exhibits A & B) and space in and on the elevated water tank (the "Structure" ; see Town of Medfield Exhibit C) for the purpose of installing one or more personal wireless services facilities. Situated on a parcel of land at the former Medfield State Hospital in the northwest quadrant of Medfield, the Structure and grounds will be let to one or more parties for the sole purpose of erecting, operating and maintaining wireless radio or cellular telephone antennas and related equipment, transmission and utility wires, poles, conduits, pipes, accessories and improvements, including enclosed structure, equipment space and/or fencing. Lessees will not be permitted to sublet their lease interests.

PROPOSAL SUBMISSION REQUIREMENTS

Proposals should be in a sealed envelope, no later than 11:00 a.m., Friday, December 20, 2019 to:

Kristine Trierweiler, Town Administrator
Medfield Town Hall
359 Main Street
Medfield, MA 02052

and should be marked "State Hospital Antenna Bid" in the lower left-hand corner of the envelope.

Proposals received after this time will be rejected.

In responding to this RFP, proposers must follow the prescribed format and use the included forms or reasonable facsimiles thereof. By so doing, each proposer will be providing the Town with comparable data to that submitted by other proposers and thus be assured of fair and objective treatment in the Town's review and evaluation process. Each proposal response shall include completed Forms 1 through 6.

Questions regarding this RFP should be directed to Kristine Trierweiler, Town Administrator, at the above address or to ktrierweiler@medfield.net and must be received by 12:00 pm on Wednesday, December 11, 2019.

SELECTION PROCESS:

Proposals will be evaluated by the Radio Tower Committee. Evaluations will be based on the Minimum Selection Criteria described below. Proposals will be evaluated in accordance with the provisions of Chapter 30B, the Uniform Procurement Code, Massachusetts GL. Selection Criteria are as follows: (1) Complete proposal response, signed and all requested information provided; (2) Lease value proposed at or exceeding the established Lease Price of \$44,000 per year, plus an automatic lease inflation factor of 2.5% annually, for the life of the lease. (3) Proposer is a bona fide provider of personal wireless services in Massachusetts. Each proposal will be assigned one of two ratings: "Unacceptable" if it is unresponsive, incomplete, or fails to satisfy the selection criteria or, "Acceptable" if it satisfies the selection criteria. The proposer of any proposal may be required to discuss or clarify its proposal with the Town any time during the procurement process.

The Town may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the Town may allow the proposer to make minor corrections, except to the Cost Proposal, and apply the change in the evaluation. Proposals which are unresponsive or incomplete or which fail to satisfy the selection criteria will be rejected. The Town of Medfield reserves the right to reject, in its discretion, any and all proposals determined not to be in the best interest of the Town of Medfield.

Proposals indicating a lower proposed lease value than the established Lease price will be rated as unacceptable and will not be considered. Proposers will be awarded a rank based on their proposed lease value. The proposer(s) who offers the highest proposed lease value, among those proposals which are rated as "Acceptable", will be granted first preference of antenna and facility location on the Structure and Site. In rank order, additional proposers will be given the opportunity to select a non-conflicting location until there is insufficient space or structural integrity or other resource to support the inclusion of additional proposers' facilities. The town reserves the right to negotiate among the winning proposers to produce a better combined result. If any two proposed lease values are identical in two or more "Acceptable" proposals, then the award will be made to whichever proposer submitted its proposal first, as judged by the time received at the Office of the Board of Selectmen. The Town expects to make multiple awards and prefers that wireless communications facilities be co-located on the Structure to the extent possible.

A Lease Agreement (the "Lease") is attached to this RFP. The winning bidder(s) will be expected to execute the Town's standard lease in substantially its current form.

MINIMUM ANNUAL LEASE PRICE: \$44,000 per year plus a 2.5% annual inflation adjustment.

Lease term is five years with four five-year options to extend.

Any award to a proposer may be withdrawn by the Town at its discretion if, after negotiating any proposed revisions with the Town, the selected proposer fails to execute a lease agreement with the Town within thirty (30) days of the Town's award.

TOWN OF MEDFIELD EXHIBIT A

Site Description

ADDRESS OF SITE: Off Hospital Road, Medfield, Massachusetts.

Coordinates (approximate): 42.212743° -71.332806°

PROPERTY DESCRIPTION: Elevated Water Tank (“Structure”) with a concrete pedestal and a steel tank built in the fall of 2015. The elevation of the top of the foundation wall is 223± feet AMSL. The top of the concrete pedestal is approximately 313 feet AMSL. The high water level of the tank is 360± feet AMSL. Provisions have been made in the design to provide cable conduits, a roof access hatch and utility rails.

One personal wireless service provider has executed a lease with the Town to occupy the structure. Town-owned service antennas are presently located on the Structure.

In their proposal narrative, proposers may indicate their preferred antenna location on the Structure. Such an indication will be informational only and will not be used to rank winning proposals. Location preference will be considered by the Town when it is the winning proposer’s turn to select a location, however, the Town does not guarantee that it will approve any particular location for the mounting of antennas. The Town intends to offer the top of the tank above approximately (137 ft AGL) and potentially allow attachments to the concrete pedestal that supports the tank to minimize visual clutter and maintenance issues with the tank (up to approximately 90 ft AGL). Attachments to the side of the tank are least desirable. Shrouds or other visual impact mitigation may be required, on a case by case basis.

The Structure is located at the Medfield State Hospital site and is in the Medfield B-1 District. Section 17.3.1 of the Town of Medfield Zoning bylaws expressly includes this district for the placement of Personal Wireless Facilities under Special Permit.

The Site is a parcel subdivided from the Medfield State Hospital parcel, a 6.438 acre parcel shown on Medfield Assessor Map 71, Parcel 017.

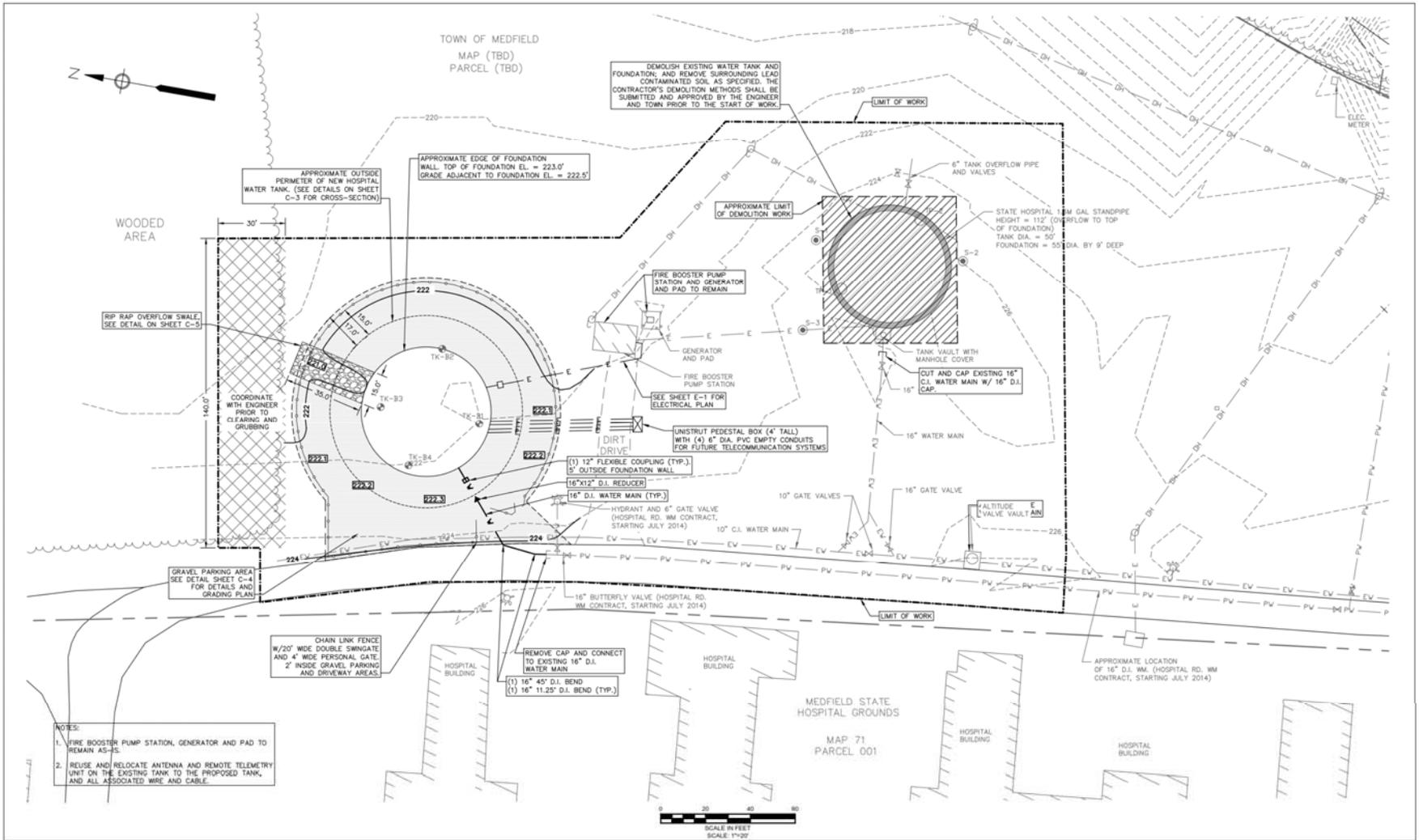
Detailed plans and specifications for the Structure and Site may be viewed at the Board of Selectmen’s offices, Medfield Town Hall, 459 Main Street during normal business hours or by appointment.

TOWN OF MEDFIELD EXHIBIT B

Original Site Plan

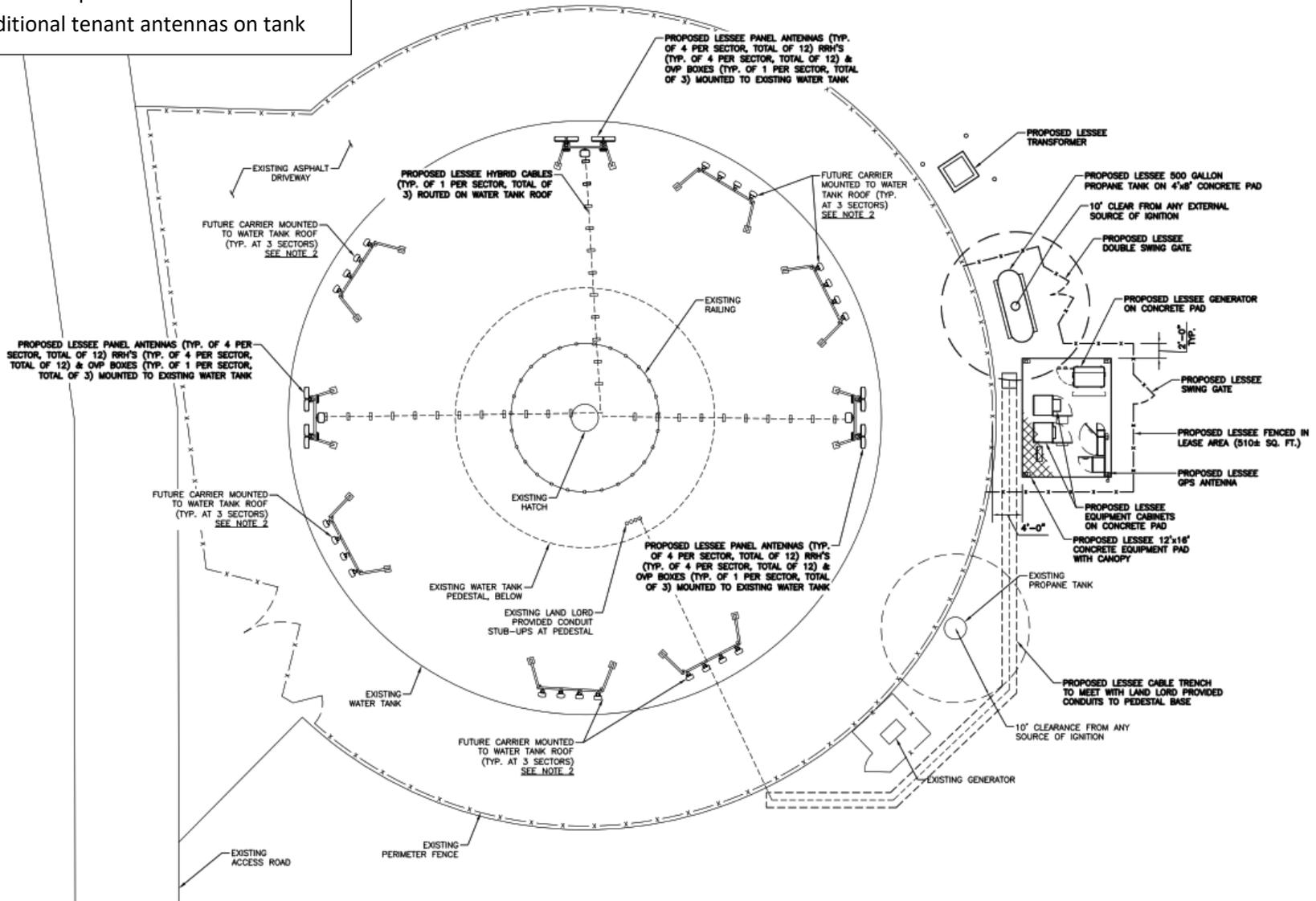
First Tenant Site Plan

Original Site Plan



Plan of Existing Tenant

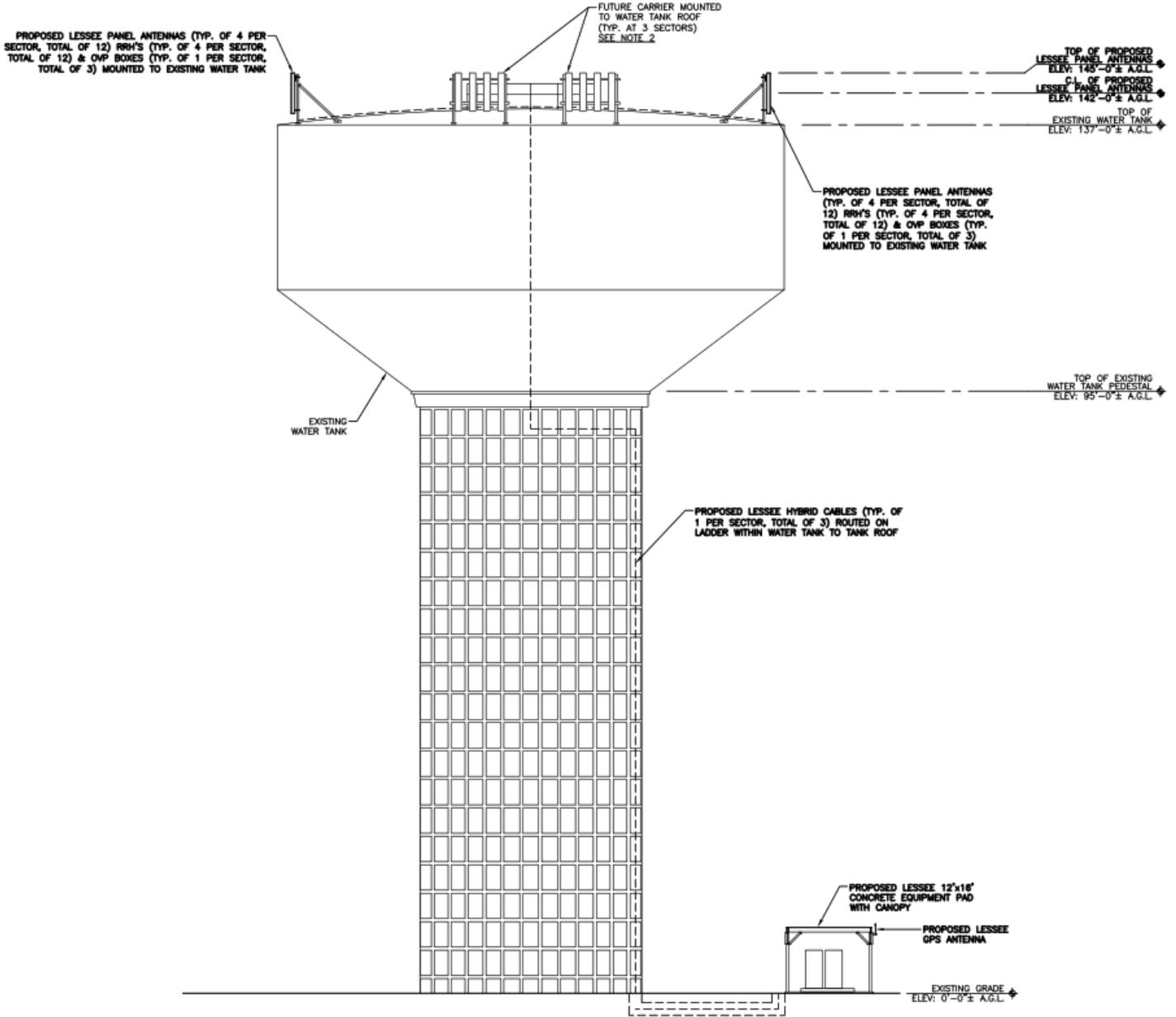
With conceptual locations of additional tenant antennas on tank



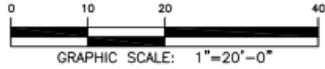
TOWN OF MEDFIELD EXHIBIT C

Tank Elevation Drawing

Elevation Drawing of Existing Tenant
 With conceptual locations of
 additional tenant antennas on tank



② ELEVATION
 1" = 20'



SUBMITTAL STATEMENT

In response to this Request for Proposals, the applicant shall attach this statement to a transmittal cover letter on business letterhead and, if a corporation, attach a notarized, dated, vote of the corporation authorizing the Authorized Representatives(s) signing the submittal to do so on behalf of the corporation.

This Proposal is hereby submitted on or before Friday, December 20, 2019 at 11:00 a.m. by:

Name of Business (the “applicant”)

Name of Contact Person (type or print)

Contact Telephone Number and Email Address

Site Location: Off Hospital Road, Medfield, Massachusetts

This submittal consists of four copies of the following:

- a. A Transmittal Cover Letter with this Submittal “Statement”.
- b. A “Proposal Summary” (Form 1)
- c. A “Cost Proposal” (Form 2)
- d. A “Certificate of Non-Collusion (Form 3)
- e. A Certification of Compliance with Tax Laws (Form 4)
- f. A Disclosure of Beneficial Interests (Form 5)
- g. A Statement of Qualifications and Related Experience (Form 6)

This Proposal Response is a firm offer to lease the Proposed Hospital Road water Tank and site per the terms and purposes described in the Town's RFP. This offer shall remain open for a period of 45 days following written notice of Proposer selection.

The respondent agrees to protect, defend, indemnify and hold harmless the Town of Medfield from and against any liability, claims, or causes of action in favor of any party, arising directly or indirectly out of its Proposal, or resulting from negligence or any willful act or omission by the respondent, its subcontractors, agents or employees. The respondent agrees to investigate and defend against any such liability, claims, or causes of action at its sole expense.

Authorized Representative(s):

By: _____ Address: _____

Title: _____ Date: _____

Witness: _____

Bidder: _____

FORM 1

PROPOSAL SUMMARY

Please provide no more than a two page summary of your proposal

BIDDER _____

Form 2

COST PROPOSAL

Column III – “Proposed Base” is required. If a higher CPI is proposed that the 2.5% calculated into Column II – “Minimum Base”, please indicate. Column IV – “Added Compensation” is not required unless you are proposing such compensation as described below. Add the “Proposed Base” and any ‘Added Compensation” and place into Column V – “Total Value” column.

Year	Minimum Base	Proposed Base	Added Compensation	Total Value
1	\$44,000			
2	\$45,100			
3	\$46,228			
4	\$47,383			
5	\$48,568			
6	\$49,782			
7	\$51,027			
8	\$52,302			
9	\$53,610			
10	\$54,950			
11	\$56,324			
12	\$57,732			
13	\$59,175			
14	\$60,654			
15	\$62,171			
16	\$63,725			
17	\$65,318			
18	\$66,951			
19	\$68,625			
20	\$70,341			
21	\$72,099			
22	\$73,902			
23	\$75,749			
24	\$77,643			
25	\$79,584			

A Schedule of “added Compensation”, if proposed, shall be attached to this Form 2 and shall describe any such proposal in sufficient detail. Including the year assigned as “added Compensation” and basis for computing attributed value. Examples of “Added Compensation” are, but are not limited to, the waiver of monthly charges for cellular phone use for a specified number of units, the provision of specifies equipment, running cable between municipal facilities, a funding donation for a specific program, or contracting to provide a physical infrastructure improvement.

BIDDER: _____

FORM 3

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted 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.

(Signature of person signing proposal)

By: _____

(Name of Bidder)

Date: _____

FORM 4

CERTIFICATION AS TO COMPLIANCE WITH TAX LAWS

I, _____,
the duly authorized representative of _____,
Certify under the pains and penalties of perjury that it has complied with all laws of the
Commonwealth of Massachusetts relating to taxes.

By: _____
Signature of Authorized Representative

For: _____

Date: _____

FORM 5

DISCLOSURE OF BENEFICIAL INTERESTS

The undersigned certifies under penalties of perjury that this proposal for an ANTENNA LEASE has been made and submitted with the below as required by chapter 7, section 40J of the General Laws.

The following names and addresses represent all persons who have or will have a direct or indirect beneficial interest in the above identifies parcel, if the Town of Medfield offers to lease the parcel to the undersigned:

Name

Address

BIDDER: _____

STATEMENT OF QUALIFICATIONS & RELATED EXPERIENCE

1. Identify the Proposer and the Personal Wireless Services it Provides in Massachusetts, including reference to any FCC licenses it holds to provide such services:

2. List the name, address and telephone number of the assigned project manager:

3. For the preceding two (2) years, attach a list of similar antenna installations made by your company. Include site addresses and contact person names and telephone numbers for each landlord. Provide a similar list of all current lease relationships with municipalities.
4. Describe any pending litigation involving the Proposer, any suspension or termination of a contract or any fines, penalties, or citations received by the Proposer over the last two (2) years.

EXHIBIT A

BIDDERS EQUIPMENT LIST

TENANT shall have the right to place the following equipment on TOWN's Tower including all necessary attachments for mounting antennae, coax and other related appurtenances (Collectively, "Attachments"). TENANT shall have the right to repair, replace, and/or modify said Attachments within the scope of the lease and any permits issued. Whenever the TENANT is placing, mounting, repairing or modifying any of the above equipment, the TENANT shall consult, at the TENANT's expense, with the TOWN's water tower consultant to ensure that the tower and appurtenant equipment, and the Town of Medfield public water supply is protected at all times from damage and/or contamination. If any damage or contamination does occur as a result of the TENANT's use or occupancy of the tower and/or the site, it shall be responsible for removing and replacing any and all of its equipment on the Tower and site, when it is necessary for the Town to paint, sand or repair the Tower and shall cooperate with the Town in accessing the Tower or the Site, as necessary to paint, maintain, sand, repair or access the Tower or Site to conduct tests, or to take samples of water, soil, paint, etc.

ATTACH EQUIPMENT LIST

BIDDERS EXHIBIT B

Site Plan of any Land and/or Buildings(s), with proposed location of bidder's ground facility, plus a list of any Equipment on said Land or in said Building(s) to be included in the Lease.

ATTACH SITE PLAN

BIDDERS CERTIFICATE OF INSURANCE

TO BE PROVIDED BY SUCCESSFUL BIDDER(S) WHEN CONTRACT(S) SIGNED

Tenant Site Name:
Tenant Site Number:
Atty/Date:

LEASE AGREEMENT, re:

**Space on Town Water Tower off Hospital Road for
Personal Wireless Communications**

Facility:

LEASE AGREEMENT (“Lease”) made this ____ day of _____, ____, by and between the Town of Medfield, a municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, Massachusetts (hereinafter: “Landlord” or “Municipality”) Landlord, and _____, and a duly-licensed personal wireless service provider (hereinafter: “Tenant” or Provider”), Tenant:

1. PREMISES: The lease premises consists of space on the top of the Town of Medfield’s water tower (“Water Tower”) located off Hospital Road, Medfield Massachusetts (hereinafter referred to as the “Property” and further described in Exhibit “A”) for the attachment of its antennas and associated equipment (“Antenna Space”) and space at the base of said Water Tower for the construction, operation and maintenance of its equipment cabinets, generator and associated equipment (“Land Space”); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, with prior notice to the Landlord’s police department by telephone (at _____), on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes, over, under and along a twenty foot (20’) right of way extending from the nearest public right of way, Hospital Road across other property owned by the Town of Medfield, which is further described in Exhibit “A”, to the Land Space (“Right of Way”). The Antenna Space, Land Space and Right of Way are substantially in accordance with the plan and specifications attached hereto as Exhibit “B” and are collectively referred to herein as the “Premises”).

2. TERM: The initial lease term is ten (10) years (one hundred twenty (120) months) commencing on the first day of the month following the date Tenant is granted a building permit by the governmental agency charged with issuing such permits (“Commencement Date”). The initial Lease term

may be further extended for three (3) five-year periods PROVIDED THAT that the Medfield Board of Selectmen so votes and PROVIDED FURTHER THAT the annual rent during any extension shall not be less than the annual rent during the initial lease term. The initial term and all extensions shall be collectively referred to as the "Term". Landlord shall provide written notice to Tenant at least four (4) months prior to the end of the then current term of its intent not to renew. Notwithstanding, Tenant shall be entitled to terminate this Lease with written notice to Landlord at least four (4) months prior to the end of the then current term and Tenant may also be entitled to terminate this Lease any time prior to the expiration of the lease term upon demonstrating to Landlord's reasonable satisfaction that Tenant's local, state or federal license to operate has been revoked or has expired through no fault of the Provider or that other adverse government action outside of the Provider's control prevents it from commencing or continuing to operate its equipment and provide service to its customers.

3. RENT: The initial annual rent to be paid by Tenant to Landlord is _____ dollars (\$_____), which Tenant shall pay in one lump sum payment in advance for the first year on the Commencement Date. Rental payments for subsequent years shall be paid in advance on each anniversary of the Commencement Date. For the second and subsequent years, the annual rent shall be increased by an inflation factor of two and one-half percent (2.5%) on the anniversary of the Commencement Date. Tenant's rental obligation hereunder is absolute, without any right to withhold or deduct for any claimed offset or breach on Landlord's part. Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's right to receive payments hereunder, including without limitation: documentation reasonably necessary for Tenant to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") and for state and local governments, including without limitation, an IRS Form W-9, or equivalent, and any applicable state withholding forms, in a form reasonably acceptable to Tenant.

4. UTILITIES AND SITE ACCESS: Landlord represents that the Premises are presently serviced by underground electrical and telephone conduits and an access road from the nearest public

way, Hospital Road. Landlord hereby authorizes Tenant, at its sole expense, to perform excavation for utilities and to pave or otherwise perform site work subject to Landlord's prior review and approval of the work, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation. Tenant shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, elsewhere on the Property or on other adjacent property owned or controlled by Landlord, in coordination with and in such locations as reasonably approved by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, provided that any such conduits or related appurtenances do not interfere with the existing water system piping, electrical conduits or access to the Water Tower for routine operation and maintenance.

5. TAXES: Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which result from Tenant's use of the Premises and/or the installation, maintenance and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arise from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph

shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

6. USE OF PREMISES: Tenant shall use the Premises only as provided in Paragraph 1 and the plan and specifications incorporated therein as Exhibit "B". No other use shall be permitted. Before commencing any work at the Premises or Property to construct or install the equipment or perform any Material Change, as defined below, Tenant shall furnish to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed: (i) sealed engineering drawings signed by a licensed professional engineer; and (ii) unless waived by Landlord in writing, an updated structural analyses. If Landlord has not approved these requirements within forty-five (45) days from submission by Tenant, they shall be deemed approved. Any material change, modification, alteration, or addition to the plans and drawings attached hereto as Exhibit "B" shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. A material change, modification, alteration or addition shall mean any change, modification, alteration or addition other than (i) routine maintenance and repairs, (ii) replacement of existing equipment with similar equipment of the same or smaller dimensions, (iii) modifications to the equipment on the ground that do not require additional land, and (iv) modifications, alterations and/or replacements which do not materially increase the structural loading or integrity of the Water Tower ("Material Change"). Tenant shall coordinate with each of the other existing original tenants identified on Exhibit "C" to avoid any radio frequency interference. Tenant's antennas and equipment shall remain its property, subject to Tenant's compliance with the provisions of this Lease and Landlord's remedies in event of Tenant's default specified in Paragraph 18.

7. MUNICIPALITY'S RIGHTS OF ACCESS: Tenant shall not block or interfere with Municipality's access to the Water Tower for inspection, maintenance and/or repairs but shall fully cooperate with Municipality; PROVIDED THAT, except in case of emergency, Municipality shall provide Tenant with forty-eight (48) hours' prior notice of its intent to access the Water Tower. In the event of an emergency, Municipality shall provide Tenant with as much notice as is reasonable under the circumstances.

8. CO-LOCATION: COORDINATION AND NON-INTERFERENCE CO-TENANTS: Tenant shall coordinate with the existing other original co-tenants identified on Exhibit "C" ("Co-tenants") in locating and installing its facilities pursuant to Exhibit "B" and shall cooperate with Co-Tenants to eliminate any radio frequency interference. This provision shall create reciprocal rights of enforcement among co-tenants but Municipality shall have no obligation for enforcement or any other liability to any co-tenant hereunder.

9. ASSIGNMENT/SUBLETTING: This Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Upon request by Landlord, the assignee/transferee shall provide Landlord with documentation evidencing that it has the financial wherewithal to perform all of Tenant's obligations hereunder. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. No subletting is permitted.

10. LIABILITY INSURANCE: Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, and during any extensions thereof, a policy of commercial general liability for bodily injury and property damage insurance insuring Tenant and including Municipality as an

additional insured, as its interest may appear under this Lease, against any claim of liability arising out of Tenant's use or occupancy of the Premises. Such insurance shall further provide coverage of two million dollars (\$2,000,000) combined single limit each occurrence. Coverage will be subject to review and reasonable increase at the request of the Municipality every five (5) years.

Certificates of such insurance shall be delivered to Municipality at the Commencement Date, and certificates of renewals or replacements thereafter shall be furnished to Municipality within ten (10) days of the expiration date of each such insurance policy. Upon receipt of notice from its insurer, Tenant shall use its best efforts to provide Landlord with thirty (30) days prior written notice of cancellation or non-renewal of such policy.

11. INDEMNIFICATION: Tenant agrees to indemnify, hold harmless and defend Municipality from and against any and all liability, loss, damage or expense, including reasonable attorney's fees, caused by Tenant's activities at the Property, including but not limited to Tenant's construction, installation, maintenance and repair of its antennas and equipment, damage to the municipal Water Tower from Tenant's activities or action, contamination Tenant causes to the public water supply, injury or damage to Tenant's employees, contractors or other third parties or to its property caused by Tenant, except to the extent occasioned by the negligence or willful misconduct of the Municipality or its employees, PROVIDED THAT this provision shall not apply to the extent that coverage is afforded by either Tenant's or Landlord's general liability insurance carrier; and PROVIDED FURTHER THAT Landlord and Tenant shall each instruct their respective insurers to waive any right of recovery by way of subrogation arising from an insurer's payment of a covered loss.

12. SURETY REQUIREMENTS: Tenant shall provide a bond, evidence of insurance coverage, or other surety satisfactory to Municipality in the amount of one-hundred thousand dollars (\$100,000) to secure Tenant's performance of its obligations hereunder, including but not limited to its obligations not to impair the structural integrity of the Water Tower, not to contaminate the public water supply and to remove all its equipment at the termination of the Lease.

13. TENANT'S OBLIGATIONS UPON TERMINATION OF LEASE: Tenant at the termination of the Lease term shall peaceably surrender the Premises and shall remove all its equipment and structures from the Water Tower and restore the Premises to the condition it was in prior to the Commencement Date within sixty (60) days following said termination.

14. ENVIRONMENTAL: Tenant shall not use, store, or dispose of hazardous materials, as defined by federal statute, G.L. Chapter 21E and federal state regulations in violation of any applicable law. Tenant will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to its use and occupancy of the Premises, unless such conditions or concerns are caused by the specific activities of Landlord in the Premises with Landlord being responsible for activity formerly conducted on the Property prior to the Commencement Date. Landlord has no knowledge of any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon. Tenant shall prepare and execute a written Radio Frequency Energy Exposure Management Plan (RFEEMP) in cooperation with the existing other original co-tenants identified on Exhibit "C" and Municipality within forty-five (45) days following the Lease inception.

15. SPECIFIC PROVISIONS RELATING TO WATER TOWER/PUBLIC WATER SUPPLY: Tenant shall do nothing to impair or compromise the structural integrity of the Water Tower. Tenant shall

do nothing that causes or has a significant verifiable potential to cause contamination to the public water supply. Tenant shall not interfere with Municipality's access to the Water Tower and water supply for inspection, maintenance and repair. Tenant shall fully cooperate with Municipality both in the event of an emergency involving the Water Tower or public water supply and for routine maintenance work including, without limitation, the temporary suspension of transmissions at no expense to Municipality; PROVIDED THAT Municipality shall use commercially reasonable efforts to minimize any suspension of Tenant's service to its customers. Without limiting the foregoing, Tenant shall comply with the following requirements:

Installation:

- a. All cables must be mounted on fabricated wire-ways, supported off brackets, at a minimum of 8" inches. No cables are to be attached to the ladder or interfere with the finial or any entrance hatchways.
- b. The Tenant will be responsible to employ an inspection company of the Landlord's choice ("Inspection Company") to inspect the installation of its equipment; PROVIDED THAT the costs charged by such inspection company are not excessive when compared to the costs and charges for similar services within the same geographic region. Payment for the inspection service will be made by the Tenant to the inspection company prior to final approval of the installation.
- c. Tenant shall provide Landlord with "As-Built" construction drawings (which shall include all utilities installed by Tenant), once the installation is approved by the Inspection Company.
- d. Upon reasonable notification from Landlord, Tenant shall repair damage to the painted surfaces on the Water Tower disturbed during the installation of Tenant's equipment on the Water Tower or damaged as a result of Tenant's own use, provided such notice is given to Tenant within five (5) years from the installation of Tenant's equipment.

Temporary Equipment Relocation: Upon request of the Landlord, Tenant agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the “Temporary Relocation,” for the purpose of Landlord performing maintenance, repair or similar work at the Property or on the Water Tower provided that:

- a. The Tenant will be responsible for the total cost and logistics of relocating its equipment and reinstalling its equipment when the Landlord maintains the Water Tower and will coordinate the relocation with the Landlord.
- b. The Landlord will give the Tenant a two (2) month prior notice for the Temporary Relocation.
- c. The temporary location is similar to Tenant’s existing location in size and is fully compatible for Tenant’s use, in Tenant’s reasonable determination;
- d. Tenant’s use at the Premises is not materially interrupted or diminished during the relocation and Tenant is allowed, if necessary in Tenant’s reasonable determination, to place a temporary installation on the Property during any such relocation in coordination with Landlord and in a location reasonably determined by Landlord; and
- e. Upon the completion of any maintenance, repair or similar work by Landlord, Tenant is permitted to return to its original location.

For purposes of protecting the public water supply and preventing unauthorized access thereto, Tenant shall inform Municipality’s police department by telephone (at _____) prior to dispatching any personnel to the site, and shall exercise all necessary precautions to keep the site locked and secured. Tenant shall have access to the Ground Space seven (7) days a week, twenty-four (24) hours a day without notice to the Town.

16. TOWER COMPLIANCE. Landlord covenants that it will keep the Water Tower in good repair for its use as a municipal water tank as required by all applicable laws, rules, regulations and building codes. Tenant will be responsible for obtaining, at its sole cost and

expense and with the reasonable cooperation of Landlord, all approvals and permits necessary for its own use of the Premises to comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Water Tower and perform any improvements associated therewith.

17. TENANT COVENANTS: Tenant covenants with Landlord as follows:

a. Tenant shall pay the full annual rent when due in accordance with the provision set forth in Paragraph 3;

b. Tenant shall coordinate with co-tenants in the co-location of its antennas and comply with the interference provisions contained in Paragraph 8;

c. Tenant shall comply with the provisions contained in Paragraph 15 with regard to damage to the Water Tower or contamination of the public water supply;

d. Tenant shall comply with the provisions contained in Paragraph 7 with regard to Municipality's rights of access;

e. Tenant shall promptly remove any equipment Tenant determines is obsolete and comply with the provisions contained in Paragraph 13 regarding removal of its equipment at the end of the Term.

f. Tenant shall maintain all of its equipment in good repair;

g. Tenant shall comply with the insurance provisions contained in Paragraph 10;

h. Tenant shall take all necessary action to prevent/minimize worker access/exposure to radio frequency radiation as and to the extent required by law;

i. Tenant shall comply with the environmental provisions contained in Paragraph 14;

j. Tenant shall cooperate with Landlord with regard to maintenance/repairs of the Water Tower in accordance with the provisions contained in Paragraphs 7, 15 and 16.

18. TENANT'S DEFAULT AND LANDLORD'S REMEDIES: This Lease is made on condition that if Tenant should neglect or fail to pay the rent due hereunder within ten (10) days after receipt by Tenant of notice from Municipality of such nonpayment, or if the Tenant shall neglect or fail to

perform or observe any of the other terms, provisions, conditions or covenants herein contained and on the Tenant's part to be performed or observed for a period of thirty (30) days after receipt by the Tenant of notice of such neglect or failure; provided that Tenant shall have such extended period as may be required beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion,, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a Court of competent jurisdiction, or if a petition is filed by the Tenant under any bankruptcy laws for relief or composition of its debts, or if the Tenant is declared bankrupt then, and in any of said cases, the Municipality lawfully may immediately or at any time thereafter and without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same, including all equipment and trade fixtures therein and/or annexed thereto, as of the Municipality's former estate and expel the Tenant and those claiming through or under the Tenant and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenants, and upon such entry, may terminate this Lease; and the Tenant covenants in case of such termination to pay and be liable for, on the days originally fixed for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would under the terms of this Lease become due for the remainder of the then current term if this Lease had not been terminated or if Municipality had not entered or reentered as aforesaid, and the Tenant covenants to pay and be liable for all losses and damages suffered by reason of such termination, including, but not limited to, the reasonable documented costs of legal counsel retained by the Municipality and all reasonable documented expenses of the Municipality for enforcement hereunder. In addition to all other legal and equitable, remedies, Landlord shall have the right to remove equipment/structures at Tenant's expense, and the right to declare equipment/structures abandoned and take ownership thereof, all without

liability to Landlord. Landlord shall also have the right to declare any surety forfeited and to apply same to any reasonable documented expenses Landlord incurs on account of Tenant's default.

19. Notices: Any notices required hereunder shall be in writing and served by in-hand delivery, certified mail, return-receipt requested, in the case of Landlord, to:

Town of Medfield
Town House
459 Main Street
Medfield, MA 02052
Attn: Town Administrator

and, in the case of Tenant, to:

20. APPLICABLE LAW AND VENUE: This Lease shall be interpreted in all respects according to the law of the Commonwealth of Massachusetts. Any judicial proceeding relating to this Lease or any of the parties' rights or obligations hereunder shall be brought only in the Massachusetts Trial Court: Superior Court Department, Norfolk County or District Court Department, Dedham Division, the United States Federal Courts for the District of Massachusetts or the United States Supreme Court.

21. QUIET ENJOYMENT. Subject to the express provisions of this Lease, Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

22. MISCELLANEOUS: This Lease represents the full and complete agreement and understanding of the parties; all prior and contemporaneous agreements are merged herein. Any modifications of the terms of this Lease shall only be effective if in writing and signed by the duly-authorized representatives of both Landlord and Tenant. This Lease shall be binding upon and shall inure to the benefit of the parties' respective representatives, successors, transferees and assigns. The captions contained herein are for convenience only, do not form a part of the Lease and shall have no legal effect.

WITNESS our hands and seals the date above written.

TOWN OF MEDFIELD, Landlord, by
its Board of Selectman

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF MEDFIELD
Board of Water and Sewerage

By: _____

Name: _____

Title: _____

Date: _____

TENANT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Premises is located on the property owned by the Town of Medfield, which is located off Hospital Road in the Town Medfield, Massachusetts, and is identified as Map 71, Lot 017, on the tax maps of the Town of Medfield and is further described in a deed recorded with the Norfolk County Registry of Deeds (“Registry”) at Book 32563, Page 417, with a non-exclusive access and utility right of way over the property owned by the Town of Medfield, which is identified as Map 71, Lot 001 on the tax maps of the Town of Medfield and is further described in a deed recorded with said Registry at Book 32740, Page 401.

See attached Legal Descriptions.

EXHIBIT B

DESCRIPTION OF THE PREMISES

See attached Lease Exhibit.

EXHIBIT C

EXISTING TENANTS



BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052
October 18, 2019

Selectman Gus Murby
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Selectman Murby,

Alexander B. Fedak has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, November 30, 2019. The ceremony will take place at the United Church of Christ in Medfield, 496 Main Street, Medfield, MA at 1:00 PM. Your presence at the ceremony would be a great honor.

For his Eagle project, Alexander repurposed the Bishop's Throne at Annunciation Orthodox Church in Natick, MA, where he served as an altar server for 10 years. The 15-foot tall Throne, made of hand-carved pine, was being permanently removed by the Parish Council. Alexander and his project team built a 4'x3' table using a portion of the original structure, which was historically significant and had been used by the Parish for the past 70 years. Alexander has been involved in Scouting for 12 years, has earned 30 Merit Badges, and has held the positions of Instructor, Historian, Librarian, Den Chief and Patrol Leader.

Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein
Eagle Committee Chair
Troop 10, Medfield
Mayflower Council, BSA
508-321-1304

RSVP requested



BOY SCOUTS OF AMERICA

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052
October 18, 2019

Selectman Gus Murby
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Dear Selectman Murby,

William Michael Maritan has earned the rank of Eagle Scout, the highest honor awarded by the Boy Scouts of America. He will receive this award at an Eagle Court of Honor on Saturday, November 30, 2019. The ceremony will take place at the United Church of Christ in Medfield, 496 Main Street, Medfield, MA at 1:00 PM. Your presence at the ceremony would be a great honor.

For his Eagle project, William led a group of Scouts in the renovation of the library at St. Edwards Church in Medfield. This space is used by members of the community for many things, including the planning of funeral services and other events. William and the other Scouts on his team emptied the room of its contents, then repaired, repainted and redecorated the room. This included building some furniture, and getting donations of other items. William has been involved in Scouting for 12 years, has earned 35 Merit Badges, and has held the positions of Historian, Patrol Leader, Den Chief and Troop Guide.

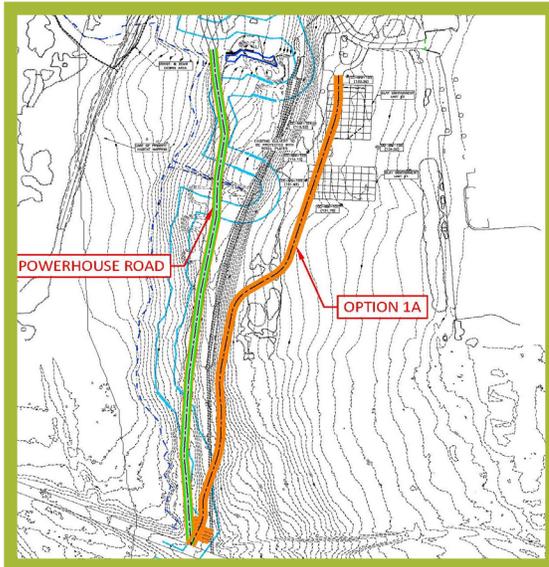
Troop 10 is extremely proud of its Scouts who attain the rank of Eagle. Since only a small percentage of all Scouts reach this rank, an appropriate commemorative citation from your office to the above named Scout would be especially appreciated. The citation may be sent to:

Jennifer Weis-Rothstein
52 Bridge St.
Medfield, MA 02052

Sincerely,

Jennifer Weis-Rothstein
Eagle Committee Chair
Troop 10, Medfield
Mayflower Council, BSA
508-321-1304

RSVP requested



Medfield State Hospital
45 Hospital Road
Medfield, Massachusetts 02052

MEDFIELD STATE HOSPITAL SERVICE ACCESS OPTIONS FEASIBILITY STUDY

MASSACHUSETTS STATE PROJECT NO. DCP1928 HC1

AUGUST 23, 2019

PREPARED FOR:

Commonwealth of Massachusetts
Executive Office for Administration & Finance
Division of Capital Asset Management and Maintenance
Office of Design and Construction
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

PREPARED BY:

The Vertex Companies, Inc.
400 Libbey Parkway
Weymouth, Massachusetts 02189
PHONE 781.952.6000

VERTEX PROJECT NO: 57849



August 23, 2019

Division of Capital Asset Management & Maintenance (DCAMM)
Office of Design and Construction
One Ashburton Place, 15th Floor
Boston, MA 02108

Attn: Chia-Yuan Lee
Project Manager

Re: DCP-Medfield State Hospital-Emergency Access Road
Project No. DCP1928 HC1
Medfield, MA
VERTEX Project No. 57849.00

Ms. Lee:

The Vertex Companies, Inc. (VERTEX) is pleased to submit this Feasibility Study for the above referenced property (the Site). The report will summarize the estimate and schedule for the two service access options given at the former Medfield State Hospital site.

Please do not hesitate to contact us at your convenience should you have any questions or comments regarding this report.

Sincerely,

The Vertex Companies, Inc.

A handwritten signature in black ink, appearing to read "Andrew J. Chagnon".

Andrew J. Chagnon, PE
Vice President – Civil Engineering

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- Figure 1: Site Locus Map
Figure 2: Aerial Map

Plans

Sheet 1 of 2 Conceptual Design, Option 1-A

Sheet 2 of 2 Conceptual Design, Powerhouse Road Option

Appendices

Appendix A: Excerpts from Interim Phase II Comprehensive Site Assessment/Special Project Designation Annual Report, dated July 6, 2011, prepared by Weston & Sampson

Appendix B: Opinion of Probable Cost – Option 1-A

Appendix C: Opinion of Probable Cost – Powerhouse Road Option

Appendix D: Projected Schedule – Option 1-A

Appendix E: Projected Schedule – Powerhouse Road Option

1.0 INTRODUCTION

1.1 Purpose

The following report details a study prepared for the Division of Capital Asset Management and Maintenance (DCAMM), Office of Design & Construction, Commonwealth of Massachusetts, in response to a Request for Proposals for access to a parking area located at the Medfield State Hospital in Medfield, Massachusetts (Figure 1). It is intended to evaluate alternatives, develop projected construction costs, and determine permitting requirements for each alternative. VERTEX was directed to evaluate two (2) options: the repaving and re-use of the existing “Powerhouse Road”, or the construction of a new gravel access road along route noted as “Option 1-A” in the Request for Proposals.

1.2 Study Area Description

The location of the two options (“the Site”, shown on Figure 2) is located on approximately 9 acres of land located on the west side of the Medfield State Hospital facility, and developed with Powerhouse Road and a parking lot. Parcel 70-005 is owned by the Department of Conservation & Recreation (DCR). Parcel 71-019 is owned by DCAMM. The Site is bounded to the north by the Charles River and forested land, to the west by the Medfield Charles River State Reservation, to the south by Hospital Road and landscaped areas, and to the east by the Medfield State Hospital (MSH) Campus and residential land.

2.0 SITE BACKGROUND

The Site is located on the western portion of the MSH Campus and occupies approximately 9 acres of vacant land. The western portion of the Site area was previously utilized as access to the MSH Power Plant in the 1970s (Powerhouse Road), and the eastern portion has been used for agriculture. The power plant was removed in 2007. Powerhouse Road has been gated at Hospital Road and is used as a walking trail with access to the Charles River. Agricultural use has continued intermittently according to record aerial photographs.

2.1 Record Plans & GIS Data

Record plans for the Site have been provided by DCAMM. These plans were prepared in support of environmental remediation efforts at the site, and depict existing site conditions, in some cases overlaid with environmental testing locations, outlines of impacted areas, groundwater contours, and other information. This study used a plan prepared by Weston & Sampson entitled “Powerhouse Road Environmental Protection Plan, Drawing D2-012” dated June 13, 2014 as a base plan. Drawing D2-012 included topography, treelines, and detail for the area of Powerhouse Road and the area where Option 1-A is proposed, along with the location of the existing parking area to be accessed. Notes on the plan indicate that the topography shown is based on both field and LIDAR data. Weston & Sampson also produced a plan entitled “Figure 6 – Existing Utilities Plan” dated February 2011 that provided information on utility locations. Plans prepared by Shaw Environmental dated January 2006 provided information on the former power plant building area.

2.2 Wetland Resource Areas

Drawing D2-012 shows the delineation of Bordering Vegetated Wetlands (BVW) immediately to the west of Powerhouse Road, with the delineation crossing under the roadway at a culvert approximately 1,100 feet north of Hospital Road. This delineation was reported to have been conducted by Mr. Melvin Higgins of Weston & Sampson on June 6, 2014. There is no indication that the delineation was file with or accepted by the Medfield Conservation Commission. Due to

its age, this delineation will have to be performed again and confirmed by the Medfield Conservation Commission to be valid for final design, permitting, and construction.

A review of the Federal Emergency Management Agency (FEMA) mapping of the area indicates that a Special Flood Hazard Area AE, with an elevation of 122, is present near the site, associated with the Charles River. Based on the elevations shown on the record plans, this elevation lies at its closest point approximately 45 feet to the west of Powerhouse Road. The record topographic mapping on the Site does not indicate any isolated low areas that could potentially be Isolated Land Subject to Flooding.

A review of MassGIS mapping for the area does not identify any Certified Vernal Pools or Estimated Habitat on the Site.

2.3 Regulatory Status

Projects on state-owned land or conducted by state agencies have governmental immunity and are generally exempt from zoning and other local bylaws and regulations. For the purposes of this study, VERTEX assumes that the following potentially-applicable bylaws, regulations, and procedures will not apply to either access option:

- Zoning or Building Permit
- Site Plan Review
- Earth Removal Permit
- Medfield Wetland Protection Bylaw
- Medfield Board of Health Stormwater Regulations
- Medfield Department of Public Works Stormwater Regulations
- Medfield Department of Public Works Driveway Permit

2.3.1 Massachusetts Fire Code

The proposed service access roads may be regulated under the Massachusetts Board of Fire Prevention Regulations (527 CMR). The Fire Code has adopted National Fire Protection Association standards, which under Chapter 18 include minimum standards for Fire access to a facility. The definition of a facility includes outdoor uses. These standards include a requirement for a 20-foot clear width, an all-weather driving surface, and shall in general be acceptable to the agency having jurisdiction (in this case the State Fire Marshal). The 20-foot clear width can include road shoulders and landscaped areas, provided there are no obstructions such as boulders or trees. It appears that no aspect of the project will trigger a specific Fire Code review, so this represents a design standard to be met.

2.3.2 Wetlands Protection Act

The 100-foot buffer zone to the Bordering Vegetated Wetlands along the western edge of the site encompasses most of the length of Powerhouse Road, including the entrance at Hospital Road. Both alternatives include construction of a parking area within the buffer zone in this location and thus both are under the jurisdiction of the Medfield Conservation Commission (under the Massachusetts Wetlands Protection Act only). Stormwater management will be reviewed by the Commission as part of their statutory authority.

2.3.3 Natural Heritage and Endangered Species Program

Areas to the west of the site are mapped as Priority Habitat by the Massachusetts Natural Heritage and Endangered Species Act. VERTEX overlaid this mapping on the base plans provided, and none of the work proposed falls within Priority Habitat. In a report prepared by Weston & Sampson titled “Interim Phase II Comprehensive Site Assessment/Special Project Designation Annual Report”, dated July 6, 2011 notes that the species NHESP has identified in this area is the Long’s Bulrush (*Scirpus longii*), that its habitat is confined to wetland areas, and that it was not found within the Site. Since no alterations to wetlands are proposed, it is unlikely that an

observation of this species within the area of proposed work will be made that triggers further NHESP review.

2.3.4 Massachusetts Environmental Policy Act

VERTEX has reviewed each of the access options to determine whether either option would require review under the Massachusetts Environmental Protection Act (MEPA). The project is on state-owned land and will require state funding, so the thresholds in the MEPA regulations (301 CMR 11.03) may potentially apply. VERTEX's review identified one potential threshold for evaluation. MassGIS maps an area classified as Prime Farmland Soils – Farmland of Unique Importance on the eastern half of the site, generally corresponding with the area occupied by a field. Access Option 1-A is partially located within this area. Under 301 CMR 11.03 (1)(b)4, conversion of land in active agricultural use to non-agricultural use, provided the land includes prime, state-important, or unique farmland soils, requires the submittal of an Environmental Notification Form and potentially further MEPA review. VERTEX noted evidence of agricultural use in recent aerial photographs and understands from DCAMM personnel that DCR intends to continue this agricultural use. If the field is considered to be under active agricultural use and the proposed service road is considered to be unrelated to this agricultural use, then Option 1-A would require MEPA review. VERTEX recommends that DCR and MEPA be consulted to make a final determination.

2.4 **Site Environmental Setting (MCP/Environmental Records)**

The Medfield State Hospital complex has had a number of releases of hazardous materials documented. Records on file with the Massachusetts Department of Environmental Protection (DEP) and reports provided by DCAMM document the investigation and remediation of these releases. The Weston & Sampson Interim Phase II report provides a detailed description of the various releases, their locations, and work done to investigate and remediate them. Excerpts from this report are included in Appendix A.

In the vicinity of the Site, three documented areas are present. They are referred to as the “Power Plant Area”, “Construction and Demolition Debris Area”, and “Clay Containment Area”. From the reports provided, VERTEX evaluated the locations of these areas relative to the proposed access alternatives and determined that some of work for proposed Option 1-A will take place within the “Clay Containment Area”. The work proposed for Powerhouse Road will not take place within any of the documented areas. The location of the Clay Containment Area is shown on the Option 1-A plan.

The Weston & Sampson report includes a comprehensive description of the Clay Containment Area, and includes documentation of its history, environmental status, and investigations performed. The Weston report notes that two clay containment areas were prepared in response to a release of Number 6 fuel oil from the power plant that was formerly present north of the Site. This release occurred in 1978, prior to the enactment of the Massachusetts Contingency Plan. The report indicates that the Massachusetts Water Regulatory Commission, the agency responsible at the time, approved the construction of subsurface clay lined containment areas within the Site to dispose of the impacted soils. The Weston & Sampson report described the clay containment areas as having vertical containment walls, bottom containment barriers, and caps formed from clay soils, along with a high-density polyethylene liner placed over the top. The walls are described as 12 inches thick, the cap 16 to 18 inches thick, with no thickness given for the bottom. The top of the cap is buried 0.7 to 2.3 feet below current grade. Weston & Sampson conducted excavations within each containment area and set observation wells outside of each. They found petroleum-impacted soils only from the northernmost containment area and concluded that the southernmost containment area was not used for disposal of impacted soils. However, laboratory results were not obtained for the southernmost containment area; the conclusion was based on visual and olfactory observations only. Weston & Sampson left the containment areas in place, with the caps restored, and prepared a Class A2 Response Action Outcome statement, concluding that the clay containment areas were left in a condition of “No Significant Risk”.

While the Medfield State Hospital site's environmental status has been studied extensively, any new excavation may encounter unanticipated environmental conditions. Additional areas of buried construction debris, old foundations, and other unanticipated conditions may be found during the construction of a roadway through the area of the Site.

3.0 FEASIBILITY ANALYSIS

3.1 Option 1-A

Option 1-A requires the development of an entirely new roadway alignment. Beginning at the existing intersection of Powerhouse Road and Hospital Road, Option 1-A extends approximately 1,490 feet to the north-northeast, where it is proposed to connect to the southern edge of the existing paved parking area overlooking the Charles River. The alignment will cross a steeply-sloping forested area, then cross a field with less slope, ending at the parking area. A parking area is proposed on the right side of this alignment, near Hospital Road. This parking area is laid out so that passenger cars will park perpendicular to the alignment and allows cars to park without blocking the proposed service road. This configuration will allow exiting vehicles to back into the proposed service road and then exit onto Hospital Road in a forward direction. A conceptual plan view of this option is included with this report.

There is a grade change of approximately 50 feet from Hospital Road to the existing parking area. The alignment runs nearly parallel to the steeply-sloping forested area, requiring a cut on the upper side and fill on the lower side of the alignment. The plan shows a conceptual grading design for this alignment. This grading maintains a maximum 5% slope along the alignment to meet Americans with Disability Act/Massachusetts Architectural Access Board standards. The maximum cross-section slope will not exceed the 2% maximum in these codes.

Both the service road and the parking area are proposed to have a gravel surface. Design guidelines for gravel surfaced roadways have been consulted to establish design parameters. These include USDA Forest Service guidelines, gravel road design guidelines from various jurisdictions who maintain gravel roads, and MassDOT technical guidance for municipal officials.

These guidelines recommend a 15” to 18” road base below the gravel surface to minimize rutting and other maintenance issues. They also place an emphasis on controlling runoff as critical for long-term viability of the road, especially when the road is located on a slope. The guidelines indicate that a “country drainage” system is appropriate for the proposed service road, with a roadside ditch on the uphill side intercepting runoff and conveying it to relief culverts spaced along the roadway length to allow runoff to bypass the gravel road surface and continue to flow downhill. This configuration will minimize “washouts” of the gravel road and result in lower maintenance costs.

Since the proposed service road will change cover type from a pervious vegetated condition, stormwater controls will be required. The stormwater controls will be required to meet the requirements of the Massachusetts Department of Environmental Protection’s Stormwater Management Handbook (SMH). VERTEX has considered several options for stormwater management for this road. One option considered would be to construct a stormwater management practice at the low end of the proposed service road, near Hospital Road. This option has several problems, the primary issue being that the location for the practice would be constrained by the location of nearby wetlands, and it would require disturbance close to the wetland edge. Other problems include providing for the conveyance of runoff along the entire length of the road without erosion, and the concentration of runoff to one point along the wetland edge.

VERTEX has developed a conceptual stormwater management design that avoids the problems noted previously. This design would consider the ditch on the uphill side of the roadway as a grass swale, providing water quality functions as well as conveyance. Check dams, outlet controls on the relief culverts, or both would provide peak rate and volume controls. Infiltration practices would be placed at the discharge of each relief culvert to meet infiltration requirements.

Erosion controls will be placed downhill of all disturbed areas and maintained during construction.

The proposed roadway will have low traffic volume, and so a clear width of 14 feet will provide passage for a single vehicle as required in the RFP. This width will accommodate typical passenger cars traveling in one direction and will allow cars traveling in opposite directions to pass each other without a turnout. In order to meet fire access requirements 3-foot-wide grassed shoulders will be maintained on each side. These will provide for a total of 20-foot clear width, and also function as grass filter strips to provide stormwater pretreatment for runoff flowing off of the gravel surface.

The construction guidelines and stormwater design have been incorporated into the typical cross sections shown on the conceptual plan for Option 1-A. In order to capture all of the runoff from the gravel surface, the road is pitched towards the uphill ditch instead of a typical symmetrical crown. The roadside slopes and ditches are shown with a maximum slope of 3:1, facilitating roadside mowing and minimizing erosion and maintenance.

3.2 Powerhouse Road

Powerhouse Road is an existing alignment that begins at Hospital Road and extends through a forested area for approximately 1,455 feet until it exits the forested area and joins an existing gravel road that connects to the parking lot. A locked gate is present near the Hospital Road entrance, and hikers frequently park their vehicles in front of it. Throughout most of its length, Powerhouse Road is paved, with the paving in poor condition. The paving width varies from 14.9 feet to 22.6 feet. A culvert is present at approximately 1,080 feet from Hospital Road. A ditch that conducts runoff from higher elevations to the east is associated with this culvert, and a Bordering Vegetated Wetland within this ditch occurs on both sides of Powerhouse Road. A conceptual plan of the Powerhouse Road option accompanies this report.

The proposed improvements to the Powerhouse Road will include the removal of the existing pavement and the installation of a new paved surface. A new gravel parking area, similar in configuration and construction as that proposed for Option 1-A, will also be constructed. The new paved surface and gravel parking area will fall within the area of the pre-existing (impervious) paving. There will be no wetland fill as a result of this work, but much of this work

will occur within the buffer zone of Bordering Vegetated Wetlands and therefore be subject to Medfield Conservation Commission review.

Erosion control will be provided along the entire length of the proposed work, and along the ditch that is present under Powerhouse Road.

The SMH requires that redevelopment projects meet a number of stormwater standards to the extent “practicable”. These standards to be met include no new discharges to wetlands, mitigating runoff rates, and enhancing infiltration. VERTEX has prepared a conceptual design for stormwater mitigation measures. These measures are shown on the conceptual plan.

Powerhouse Road generally slopes to the west and this slope can be maintained after the road is repaved. Runoff will be directed to the west into grassed swales and/or water quality swales excavated parallel to the road alignment, which will provide conveyance and water quality improvements. The proposed paving width is generally less than the existing paving width and the resulting reduction in impervious area reduce runoff rates and provide for more infiltration.

Powerhouse Road crosses over a vegetated channel and in places is located close to the wetland boundary. It has a high point just south of the vegetated channel and comes close to the boundary of Priority Habitat near Hospital Road. These restrictions will require careful final design to avoid impacts and minimize buffer zone work.

4.0 REGULATORY ANALYSIS

4.1 Comparison of Potential Wetland-related Impacts

Neither option under consideration will result in wetland fill. The Powerhouse Road option is closer to the Bordering Vegetated Wetland, with the wetland extending to both sides of the roadway via a culvert. The majority of the Powerhouse Road work occurs in the 100 foot buffer to the wetland. The roadway repaving will be within existing disturbed area. The stormwater

improvements will result in new disturbances within the buffer zone. Mitigation measures including erosion control will be required.

Only a small portion of Option 1-A is within the buffer zone to BVW. However, most of Option 1-A is a new disturbance of previously undeveloped areas and has stormwater and erosion impacts that must be mitigated.

4.2 Comparison of Permit Requirements

4.2.1 Medfield Conservation Commission (Wetland Protection Act only)

Both options have work proposed within the 100-foot buffer zone to BVW and therefore a Notice of Intent must be filed for each, under the Wetlands Protection Act only, since this is a State project and takes place on State-owned land. A hearing with the Medfield Conservation Commission will be required followed by the issuance of an Order of Conditions permitting the work after field and office review of either option.

4.2.2 NPDES Construction General Permit

Option 1-A requires significant grading to construct the proposed roadway, ditches, and stormwater management features. As a result, the disturbed area will exceed 1 acre, and is therefore subject to the Construction General Permit of the National Pollutant Discharge Elimination System (NPDES).

The Powerhouse Road option will also require NPDES permit coverage since the disturbed area (roadway repaving plus stormwater improvements) will exceed 1 acre.

4.2.3 Massachusetts Environmental Policy Act (MEPA)

Upon confirmation of continued agricultural use of the existing field by DCR and a determination that the proposed service road does not serve an agricultural purpose, Option 1-A will require that an Environmental Notification Form (ENF) be submitted, and the project noticed as required by MEPA. A presentation at a site walk will be required, and public comment will be sought,

culminating in a decision by the Secretary of Energy and Environmental Affairs on whether an Environmental Impact Report (EIR) will be required. An EIR will be subject to further review.

The Powerhouse Road option does not appear to exceed any of the MEPA review thresholds, and no ENF or EIR process is required.

4.3 Comparison of Accessibility

The Conceptual grading for Option 1-A maintains a maximum 5% slope along the alignment and has a proposed cross-section grade not exceeding 2%.

The existing grade of Powerhouse Road can be maintained at less than 5% along the alignment and less than 2% in cross section without any significant change to the existing grades.

Both options meet Americans with Disability Act/Massachusetts Architectural Access Board standards for pedestrian accessibility.

4.4 Comparison of Effects on Containment Areas and former rail bed

Option 1-A will be constructed through both Clay Containment Areas and will involve excavation. The conceptual design of the roadway minimizes excavation over the northernmost area to avoid disturbance. VERTEX recommends that further investigation be done in the areas of excavation to confirm the depth of the cap and the absence of petroleum-impacted soils in and has included a cost for this investigation in the Opinion of Probable Cost for this option. During this investigation, the impervious barrier over each Clay Containment Area may need to be temporarily removed where samples are taken and replaced to restore the containment.

Option 1-A also crosses a former rail spur that served the former power plant. Rail beds are sometimes have soils impacted by coal, petroleum products and herbicides. Creosote-treated railroad ties can also be present. The environmental reports reviewed did not appear to include any investigation of the former rail spur area. The construction of Option 1-A will require some excavation of soils where it crosses the former rail spur. VERTEX has included soil sampling for typical contaminants where this crossing will occur in the Opinion of Probable Cost. Also included

in the Opinion is a cost to remove and dispose of impacted soils should they be encountered. This cost is based on the assumption that any impacted soils are non-hazardous, can be disposed of in an in-state landfill as daily cover, and are limited to 25% of the disturbed soil within the rail bed area. Further investigation will be required to determine whether impacted soils are indeed present. Once that occurs a new Opinion can be prepared with an updated cost.

The Powerhouse Road option does not affect the Clay Containment Areas or the former rail bed.

4.5 Comparison of Stormwater Requirements

Both options require stormwater management plans to be prepared and approved by the Medfield Conservation Commission as part of the Notice of Intent review process.

Option 1-A requires full compliance with all stormwater standards. The need for full compliance increases the cost of this option relative to the cost of constructing the service road. For example, the Conceptual design utilizes the roadside ditch for both a conveyance function and for quantity and quality mitigation. To meet the SMH standards for these functions, the ditch must be wider than otherwise required for conveyance, resulting in more land disturbance and increased costs.

The Powerhouse Road option need only meet redevelopment standards for stormwater management improvements. A conceptual design incorporating grassed swales/water quality swales has been prepared. These would be constructed in areas with generally gentle slopes and would provide for water quality improvement over existing conditions.

5.0 CONSTRUCTION COST AND SCHEDULE COMPARISON

5.1 Comparison of Probable Costs

Opinions of Probable Costs for each option are included in Appendices B and C. Each cost is based the conceptual designs and on recent MassDOT cost data, when available. The probable cost to construct Option 1-A is \$515,546. The probable cost to repave Powerhouse Road and construction the stormwater improvements shown conceptually is \$115,127.

These probable costs are based on Massachusetts Department of Transportation’s most recent weighted bid data, where available for the project components proposed. When not available, VERTEX used recent data from professionally-prepared cost estimates for other public projects. In the case of the environmental investigation, the cost is based on VERTEX’s internal estimate. The soil remediation costs are based on recent VERTEX project experience.

These Opinions of Probable Cost are intended be used for a comparison of the options and are based on conceptual plans. The actual construction cost for the option chosen will vary from these values due to market and economic factors current at the time the project is bid.

5.2 Comparison of Project Schedule

A projected Project Schedule for Option 1-A is included as Appendix D, and for Powerhouse Road as Appendix E.

The schedule for Option 1-A is expected to be longer than that for Powerhouse Road for the following reasons:

- The design of Option 1-A will take longer since it is a new road alignment, requiring detailed cross-sections, profiles, and off-alignment grading design. Full stormwater compliance will also be required. The Powerhouse Road option utilizes an existing alignment and requires a simpler roadway and stormwater design, resulting in a shorter design phase.
- The permitting of Option 1-A is more complex and is likely to take longer than the Powerhouse Road option because of this. The construction of Option 1-A requires a large area of new disturbance, in part on steep slopes, and is likely to require a longer approval process. If confirmed, the requirement for MEPA notification and potential review can extend the permitting process significantly beyond that required for the Powerhouse Road option.

- The construction timeframe for Option 1-A will also take significantly longer than that for the Powerhouse Road option. Option 1-A requires the careful excavation of a new road alignment in an undeveloped area and more extensive stormwater management features. Option 1-A also includes work in several areas identified as potentially having impacted soils still present. Should their presence be confirmed, the contractor will have to take additional measures to identify, segregate, and remove any impacted soils. These measures will slow down construction in those areas. The Powerhouse Road option does not require the grading of a new road alignment, will require less stormwater improvement work, and is in a location that has no identified potential environmental issues.

VERTEX estimates that Option 1-A will take between 34 and 49 weeks to complete, depending on how extensive a permitting process is required. VERTEX projects that the Powerhouse Road option would take 22 weeks to complete, making reasonable assumptions on the timeframe of Conservation Commission review.

6.0 CONCLUSION

VERTEX has reviewed two potential service road routes: Option 1-A and Powerhouse Road. Option 1-A requires a new roadway alignment, that will traverse steep slopes running through a forest and then through an active agricultural field. Powerhouse Road is an existing alignment that will require little grading or tree cutting to construct.

These alternate routes have been reviewed for permit requirements, construction costs, and schedule. The results of this evaluation are shown in Table 1.

Table 1. Comparison of Option 1-A and Powerhouse Road Options

Criteria Evaluated	Option 1-A	Powerhouse Road Option
Design & permit effort required	Design new alignment Fully compliant stormwater design File Notice of Intent with Medfield Conservation Commission Potential MEPA process NPDES	Use existing alignment Stormwater design only need meet redevelopment standards File Notice of Intent with Medfield Conservation Commission NPDES
Potential environmental impacts	88,540 square feet of land clearing Excavation near clay containment areas Disturbance of railroad bed	29,100 square feet of land clearing (if stormwater required) No disturbance of impacted areas
Construction costs	\$515,546	\$115,127
Schedule	34 to 49 weeks to complete	22 weeks to complete

Option 1-A will have a greater fiscal impact, due to the additional costs attributable to the additional land clearing required. Option 1-A will also alter an existing field mapped as prime farmland, reducing the future value of this field to the public. The options for Powerhouse Road have a lesser cost and do not affect this field.

The construction of Option 1-A will have an environmental impact, as it involves the disturbance of a large area that would otherwise remain as forest and field. This option will also require excavation into areas of potentially impacted soils that had previously been evaluated and brought to a condition of “no significant risk”. A new area of potentially impacted soils – the abandoned rail bed – will also be crossed, requiring additional environmental evaluation and potential remediation. The Powerhouse Road disturbs a lesser area and does not require excavation in any known or suspected location of impacted soils.

It is VERTEX’s professional opinion that the Powerhouse Road option will have a lesser fiscal and environmental impact than Option 1-A.



FIGURES

FIGURE 1. SITE LOCUS MAP

FIGURE 2. AERIAL MAP



USGS ORTHOPHOTO FROM OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION (MASSGIS), COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS



SCALE: 1" = 500'

AERIAL PLAN

SITE: MEDFIELD STATE HOSPITAL 1 STONEGATE DRIVE MEDFIELD, MA 02052	DATE:	7/24/2019
	DRAWN BY:	STL
	CHECKED BY:	AJC
	VERTEX PROJ NO.:	57849

FIGURE
2



400 Libbey Parkway | Weymouth, MA 02189
Main: 781.952.6000 | VERTEXENG.COM

PLANS

SHEET 1 OF 2: CONCEPTUAL DESIGN, OPTION 1-A

SHEET 2 OF 2: CONCEPTUAL DESIGN, POWERHOUSE ROAD OPTION



DIVISION OF CAPITAL ASSET
MANAGEMENT & MAINTENANCE

OFFICE OF PLANNING
DESIGN & CONSTRUCTION

McCormack Building
One Ashburton Place - Room 1500
Boston, MA 02108

617-727-4050
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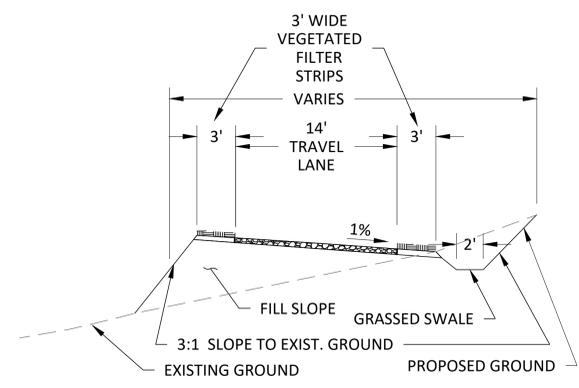
- LEGEND**
- EXISTING WETLAND BOUNDARY
 - EXISTING WETLAND BUFFER ZONE
 - PROPOSED GRAVEL
 - PROPOSED SWALE

PROPOSED SITE DESIGN DATA

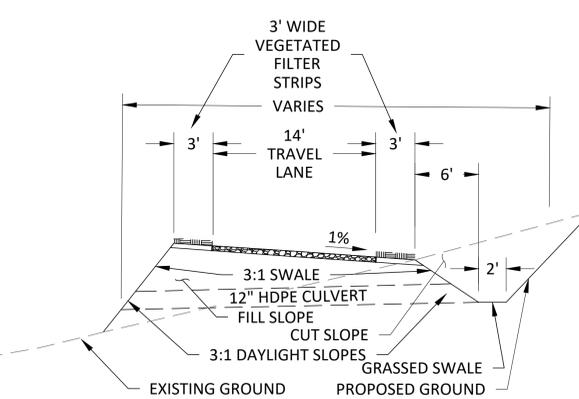
ROAD CENTER LINE: 1,490 LF
GRAVEL ROAD: 20,841 SF
GRASS SHOULDER: 8,932 SF
GRAVEL PARKING LOT: 1,080 SF

SWALE CENTER LINE: 2,978 LF
SWALE: 11,909 SF

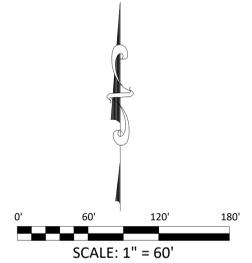
- NOTES:**
1. PROPOSED ROAD SECTION IS 14' GRAVEL ROADWAY WITH TWO - 3' GRASS SHOULDERS FOR A TOTAL OF 20'.
 2. PROPOSED SWALE ON EACH SIDE OF ROAD, AT 3:1 SLOPE.



GRAVEL ROADWAY SECTION
NTS



GRAVEL ROADWAY SECTION @ CULVERT
NTS



Project Name:
**DCP - MEDFIELD
STATE HOSPITAL
EMERGENCY
ACCESS ROAD**

DCAMM Project Number
DCP1928 HC1

Project Location
**45 HOSPITAL
ROAD
MEDFIELD, MA**

Project Consultant
VERTEX
400 Libbey Parkway | Weymouth, MA 02189
Main: 781.952.6000 | VERTEXENG.COM

Site Number:
CAMIS Number:
Building Number:
Secretariat:

Original Issue Date
08-12-2019

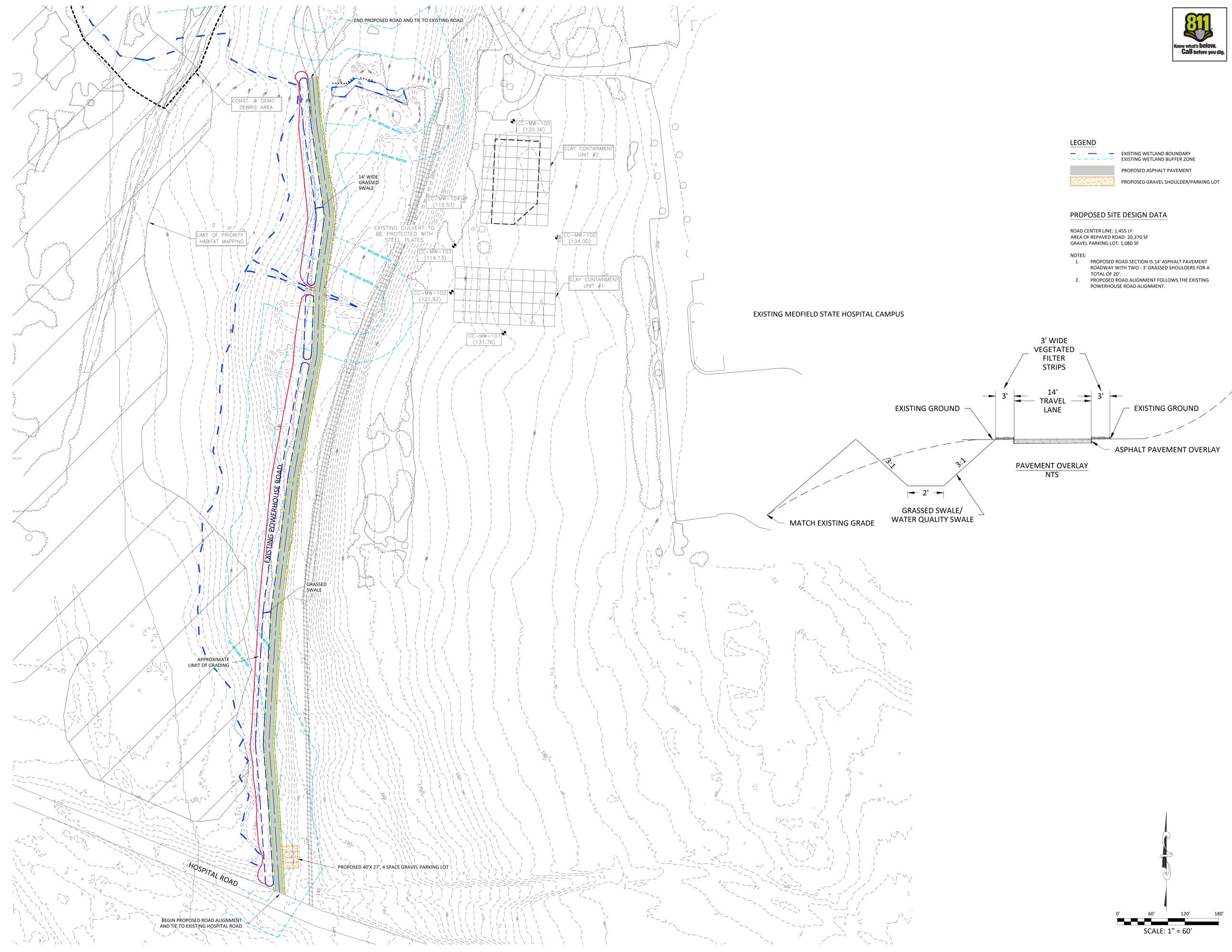
Revisions
No. Description Date

Plan Name:
OPTION 1-A

Drawing Number:
01
Drawing 01 of 02



DCAMM
 DIVISION OF CAPITAL ASSET
 MANAGEMENT & MAINTENANCE
 OFFICE OF PLANNING
 DESIGN & CONSTRUCTION
 McCormack Building
 One Ashburton Place - Room 1500
 Boston, MA 02108
 617-727-4050
 www.mass.gov/dcam



LEGEND

EXISTING WETLAND BOUNDARY

EXISTING WETLAND BUFFER ZONE

PROPOSED ASPHALT PAVEMENT

PROPOSED GRAVEL SHOULDER/PARKING LOT

PROPOSED SITE DESIGN DATA

ROAD CENTER LINE: 1,455 LF
 AREA OF REPAVED ROAD: 20,370 SF
 GRAVEL PARKING LOT: 1,080 SF

NOTES:

- PROPOSED ROAD SECTION IS 14' ASPHALT PAVEMENT ROADWAY WITH TWO 3' GRASSED SHOULDERS FOR A TOTAL OF 20'.
- PROPOSED ROAD ALIGNMENT FOLLOWS THE EXISTING POWERHOUSE ROAD ALIGNMENT.

Project Name:
 DCP - MEDFIELD STATE HOSPITAL EMERGENCY ACCESS ROAD

DCAMM Project Number:
 DCP1928 HC1

Project Location:
 45 HOSPITAL ROAD
 MEDFIELD, MA

Project Consultant:
VERTEX
 400 Libbey Parkway | Weymouth, MA 02189
 Main: 781.952.6000 | VERTEXENG.COM

Project Consultant:

Site Number:
CAMIS Number:
Building Number:
Secretariat:

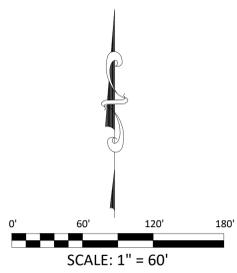
Original Issue Date:
 08-12-2019

Revisions

No.	Description	Date
1	Stormwater	8-21-19

Plan Name:
 POWERHOUSE ROAD OPTION

Drawing Number:
 02
 Drawing 02 of 02



APPENDIX A

EXCERPTS FROM

**INTERIM PHASE II COMPREHENSIVE SITE ASSESSMENT/SPECIAL
PROJECT DESIGNATION ANNUAL REPORT, DATED JULY 6, 2011,
PREPARED BY WESTON & SAMPSON**

Interim Phase II Comprehensive Site Assessment/Special Project Designation Annual Report

Prepared for:

**Division of Capital Asset Management
1 Ashburton Place, 15th Floor
Boston, Massachusetts 02108**

Former Medfield State Hospital
45 Hospital Road
Medfield, Massachusetts
RTN 2-3020799

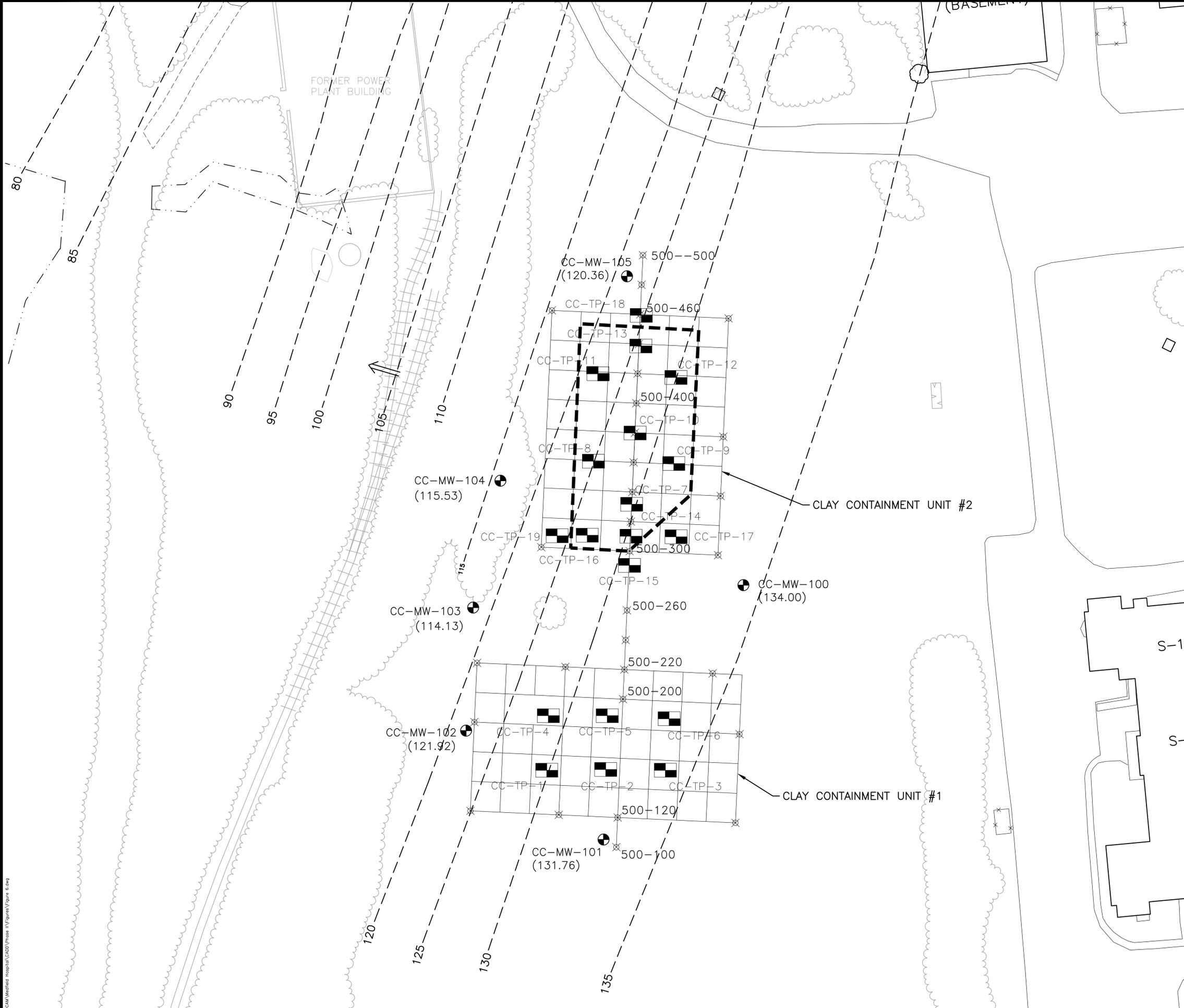
July 6, 2011

Prepared by:

Weston&Sampson

Weston & Sampson Engineers, Inc.
Five Centennial Drive
Peabody, MA 01960-7985

www.westonandsampson.com
Tel: 978-532-1900
Fax: 978-977-0100



LEGEND:

- CC-MW-100 GW MONITORING WELL (WESTON & SAMPSON, NOVEMBER 2009)
- GROUNDWATER FLOW DIRECTION
- WETLAND BOUNDARY
- C.N.L. COULD NOT LOCATE
- 100 GROUNDWATER CONTOUR
- CC-TP-1 TEST PIT
- LIMIT OF CONTAMINATED MATERIAL



FIGURE 6
MA DIVISION OF CAPITAL ASSET MANAGEMENT
MEDFIELD STATE HOSPITAL, MEDFIELD, MA
CLAY CONTAINMENT AREA SITE MAP

JANUARY, 2011 SCALE: 1" = 30'



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with target VOCs, PCBs and asbestos (Table 6). With the exception of total chromium in the sample from SY-SB-103B (8-10.5 feet bgs), all detected concentrations were less than S-1 standards. The slight exceedence of total chromium (31 mg/kg; S-1 standard = 30 mg/kg) has been attributed to background/native material based on the range of total chromium concentrations (14-31 mg/kg in six samples) observed along the perimeter of the Salvage Yard, the depth of the sample (8-10.5 feet bgs) and the lack of debris fill material observed in the soil boring and in the area o the boring.

On November 12 & 19, 2009, Weston & Sampson documented the installation of four two-inch-diameter monitoring wells (SY-MW-103, SY-MW-104, SY-MW-105 and SY-MW-106; Figure 5) in their respective borings; SY-MW-103 was installed in SY-MW-103B due to refusal at SY-MW-103 and SY-MW-103A. Monitoring wells were not installed in SY-SB-100, SY-SB-101, SY-SB-102, due to refusal encountered above the water table. During the installation of monitoring wells on November 19, 2009, Weston & Sampson identified an additional existing groundwater monitoring well (UNK-1) located downgradient (to the West) of the debris area. The well had not been identified on previous consultant figures or reports; therefore, no information regarding the geology at the well location or screened interval is known.

On December 1, 2009, Weston & Sampson employed low-flow sampling techniques to collect groundwater samples from three existing monitoring wells: SY-MW-105, SY-MW-4 and UNK-1. Groundwater monitoring wells (installed by Weston & Sampson) SY-MW-103, SY-MW-104 and SY-MW-106 were purged dry during sampling activities. Due to the low conductivity of site geology, the groundwater monitoring wells did not recharge within the ten-hour workday; therefore, groundwater samples were not collected from these wells. Groundwater samples were submitted to a MassDEP-certified laboratory, (Con-test Analytical Laboratory (East Longmeadow, MA)) for the analysis of CAM-14 Metals, EPH with target PAHs and VPH with target VOCs. Laboratory analysis of the samples indicated none of the analytes were detected above the laboratory method detection limit (Table 7).

On December 1, 2009 Weston & Sampson gauged depth to groundwater at monitoring wells prior to sampling (Table 1). Depth to groundwater across the Site ranged from 3.85 in monitoring well SY-MW-UNK1 to 20.82 feet bgs in monitoring well SY-MW-4.

1.2.4 Clay Containment Area

The Clay Containment Area (CCA) is located to the west of the main MSH campus and South of the PP Area. The CCA consists of approximately 2.9 acres of undeveloped vegetated land (Figure 2). Two environmental consultants have worked in the CCA: TRC (2003) and Weston & Sampson (2009-current).

Historical Investigations

According to a Limited Subsurface Investigation (LSI) Report prepared by TRC in November 2003, two clay-lined and capped units were constructed in August 1978 to effectively cap and contain No. 6 fuel oil-contaminated soil from a March 27, 1978 release at the MSH Power Plant. The Commonwealth of Massachusetts Water Resources Commission (MWRC) oversaw the cleanup activities associated with the release. The MWRC approved the construction of two

clay-lined units as documented in an August 14, 1978 letter to MSH. The clay-lined units were constructed in a field located on the western side of the central portion of the main campus to contain impacted soil that was stockpiled at the Power Plant spill site. The units were reported to be constructed by lining an area with one-foot of clay, placing impacted soil on the clay, covering the soil with a polyethylene liner then placing one to two feet of clay and cover material over the liner to contain the material. The August 14, 1978 MWRC letter indicated the MWRC was satisfied that proper action had been taken by the Department of Mental Health in regard to the release at the Power Plant.

On November 3-4 2003, TRC excavated twelve test pits to assess the edges of the CCA without disturbing the integrity of the CCA or the oil-impacted soil. According to the November 2003 report, no oil-impacted soil was observed in any of the test pits excavated around the CCA. TRC was not able to determine the total depths of the clay-lined containment units.

Results of TRC's test pit investigation indicates clay-lined unit #1 is approximately 60 feet wide by approximately 230 feet long (13,800 square feet) with the polyethylene liner observed at depths ranging from 0.8 to 2 feet below grade. Clay-lined unit #2 is approximately 92 feet wide by approximately 115 long (10,550 square feet) with polyethylene liner observed at depths ranging from 0.7 to 2.3 feet below grade. The cover material has obviously consolidated over time from the original depth of cover (1-2 feet).

Weston & Sampson Investigations

In November 2009, Weston & Sampson began assessment activities at the CCA, including a geophysical survey to identify the boundaries of the clay units, advancement of seven (7) soil borings, installation of six (6) groundwater monitoring wells, Global Positioning System (GPS) survey, soil and groundwater sampling and a groundwater elevation survey. Field activities were conducted to evaluate the integrity of the clay-lined units and to assess if No. 6 fuel oil impacted groundwater has migrated beyond the capped and lined clay pits potentially impacting soil and groundwater in the vicinity of the CCA.

On November 6, 2010, Geophysical Applications, Inc. (GAI; Holliston, Massachusetts) conducted a geophysical survey at the CCA to delineate the extent of the two clay-lined units prior to soil boring activities. The CCA was historically identified by TRC based on GPS coordinates. Weston & Sampson utilized those coordinates to preliminarily locate the CCA. The geophysical survey was conducted by GAI using a GSSI model SIR-2000 radar instrument with 200 and 400 MHz ground penetrating radar (GPR) antennas. GPR profiling is based on the principle that materials with contrasting electrical properties reflect radar signals back to the ground surface. Metal, concrete or clay objects generally produce high-amplitude GPR reflections. According to the GAI survey report, the test pit locations provided by TRC do not completely correlate with the field marked locations. GAI indicates that the inconsistency could correlate to the large margin of error in the test pit coordinates and/or test pit labeling inconsistencies during field activities. The GAI report was provided in the Phase II SOW dated July 30, 2010 in Appendix C.

On November 12 & 13, 2009 NEG advanced seven (7) soil borings (CC-SB-100, CC-SB-101, CC-SB-102, CC-SB-103, CC-SB-103B, CC-SB-104 and CC-SB-105; Figure 6) around the

CCA. Soil borings were advanced at least 15 feet from the edges of the clay-lined containment units as identified by GAI's GPR survey results. Soil borings were advanced upgradient, cross-gradient and downgradient of the CCA to evaluate the integrity of the clay lined units and to evaluate if No. 6 fuel oil impacts have migrated beyond the limits of the CCA. The northern most clay unit identified as Unit #1 and the southern clay unit will be identified as Unit #2. Soil borings were advanced as follows:

- Upgradient (with respect to inferred groundwater flow) soil boring CC-SB-100 was advanced approximately 15 feet off the southeast corner of CU-1
- CC-SB-101 was advanced approximately 15 feet to the south of the CU-2
- CC-SB-102 was advanced approximately 15 feet to the west of CU-2
- CC-SB-103 was advanced in the area between CU-1 and CU-2
- CC-SB-103B was advanced approximately 40 feet west and downgradient of CC-SB-103
- Downgradient soil boring CC-SB-104 was advanced approximately 25 feet west of CU-1
- CC-SB-105 was advanced approximately 15 feet north of CU-1

Soil sampling was conducted at six soil boring locations (CC-SB-100, CC-SB-101, CC-SB-102, CC-SB-103B, CC-SB-104 and CC-SB-105). Soil samples were submitted for laboratory analysis of EPH with target PAHs. EPH fractions and PAH analytes were not detected above the method detection limit, which were adequately below the RCS-1 Standards for EPH and PAHs. Based on the results, the CCA and the No. 6 fuel oil impacted soil (within the clay units) have not impacted soil in the vicinity of the CCA (Table 8).

On November 12 & 13, 2009, Weston & Sampson documented the installation of six monitoring wells (CC-MW-100, CC-MW-101, CC-MW-102, CC-MW-103, CC-MW-104 and CC-MW-105). Soil borings CC-SB-100, CC-SB-101 and CC-SB-102 were completed with two-inch diameter wells. NEG was not able to advance the steel casing required to construct two-inch wells at depths greater than 15 feet bgs without potentially damaging their equipment using the Geoprobe 6620DT track drill rig. Therefore, one-inch diameter monitoring wells were installed in soil borings advanced to depths greater than 15 feet bgs (CC-SB-103B, CC-SB-104, and CC-SB-105).

On November 19, 2009 Weston & Sampson gauged depth to groundwater at monitoring wells prior to sampling (Table 1). The depth to groundwater across the CCA ranged between 7.86 feet below the top of PVC casing at CC-MW-100 to 16.36 feet at CC-MW-104. Following gauging, Weston & Sampson collected groundwater samples from monitoring wells CC-MW-100 through CC-MW-105. Groundwater samples were submitted for the analysis of EPH with target PAHs. All groundwater results for EPH with target PAHs were not detected above the laboratory method detection limits which were below the RCGW-1 and RCGW-2 standards. Therefore, groundwater in the vicinity of the CCA has not been impacted from the materials contained within the CCA (Table 9).

1.3 Historical and Recent Activities

Historically eight releases regulated by the MCP have occurred at the MSH. The following table summarizes information about these releases. The first five releases have been remediated

Subsurface Soil Investigation

Location ID	Depth (ft bgs)	Analytical Parameter	# of Samples	Rationale	Field Analyses/Observations
SY-SB-106 through SY-SB-108	20	EPH with target PAH VPH with target VOC CAM-14 metals	3	Fill gaps in existing data; Characterize nature and extent of soil impacts	Visual Characterization, Total VOC PID screening

Groundwater Investigation

Location ID	Depth (ft bgs)	Analytical Parameter	# of Samples	Rationale	Field Analyses/Observations
Five total new and/or existing wells (TBD)	0-20	EPH with target PAH VPH with target VOC CAM-14 metals	5	Characterize site groundwater below around former waste area and extent of contamination	Visual Characterization, Water Levels, Water Quality Parameters

2.1.1.5 Clay Containment Area

Activities proposed within the Clay Containment Area (CCA) included sampling of the material within the CCA and groundwater sampling.

Weston & Sampson proposed to puncture both clay containment units and sample the material within the Units. Based on the estimated volumes as determined by the GAI Geophysical investigation and TRC test pit results (Unit #1 is approximately 3,350 cubic yards and Unit #2 is approximately 2,700 cubic yards), Weston & Sampson proposed the collection of seven disposal characterization samples from CCA Unit #1 and six disposal characterization samples from CCA Unit #2 based on one sample per 500 cubic yard plus one duplicate sample for QA/QC.

To complete the sample collection, Weston & Sampson proposed to first stake and GPS proposed locations, then use vacuum excavation technology to remove soil to the top of the clay liner. After noting the depth of the clay liner, vacuum excavation will continue through the clay liner into the oil-impacted material. Weston & Sampson personnel will use a stainless steel hand auger or posthole digger to collect the samples. Hand augers or posthole diggers will be decontaminated after each use.

To restore the CCA, Weston & Sampson will provide oversight of backfill into the CCAs with surplus oil-impacted soil, up to the base of the clay layer. Bentonite pellets will be placed on the soil and hydrated to match the thickness of the clay cap. After placement of an orange demarcation barrier in the hole, the area will be backfilled with surplus unimpacted soil from

vacuum excavation activities to three inches below the ground surface. The area will be loamed, seeded and covered with straw. The following table outlines the proposed work to sample the clay containment units in the CCA.

Clay Containment Unit Sampling

Location ID	Depth (ft bgs)	Analytical Parameter	# of Samples	Rationale	Field Analyses/Observations	
CCA #1	~8'	Disposal characterization			Assess nature of contents of containment units	Visual Characterization, Total VOC PID screening
		Percent Solids	7			
Specific Conductance						
Ignitability						
RCRA-8 Metals						
Corrosivity						
PCB						
TPH 8100						
CCA #2		VOC	6			
		SVOC				
		Reactive Cyanide				
		Reactive Sulfide				
		pH @ 20.9C				

In addition, Weston & Sampson proposed sampling of the six existing wells installed in November 2009. The following table outlines the proposed work in the CCA.

Groundwater Investigation

Location ID	Depth (ft bgs)	Analytical Parameter	# of Samples	Rationale	Field Analyses/Observations
CC-MW-100 through CC-MW-105	0-20	EPH with targets	6	Assess potential seasonal influence on groundwater; monitor post-puncture groundwater quality	Visual Characterization, Water Levels, Water Quality Parameters

2.1.2 Special Project Designation Permit Activities

2.1.2.1 Drainage System Inventory

Analytical results indicated no exceedences of applicable standards in samples collected from the monitoring well locations (Table 7). The results from the August sampling event appear to indicate that groundwater has not been impacted as a result of site activities.

Groundwater Investigation

Although October groundwater sampling was proposed in the Phase II SOW, on-going RAM activities in the Salvage Yard area prevented groundwater sampling activities.

3.1.1.4 Clay Containment Area

Weston & Sampson mobilized to conduct the following activities at the Clay Containment Area:

- Groundwater Sampling – August 18 and 19, 2010
- Groundwater Sampling – October 12, 2010
- Clay Containment Unit Investigation – December 8 and 9, 2010

Groundwater Sampling – August, 2010

Due to extremely dry weather conditions during the summer of 2010, Weston & Sampson conducted a summer groundwater sampling event in August 2010 to evaluate potential seasonal changes in groundwater quality related to the very low groundwater table.

On August 18 and 19, 2010, four of six groundwater wells located in the Clay Containment Area were sampled (CC-MW-100 through -102 and CC-MW-104; Figure 6). The two remaining wells recharged at an insufficient rate (not enough water) to permit sampling.

Following low-flow sampling methods, Weston & Sampson collected groundwater samples from the four water-producing monitoring wells. The samples were submitted to Con-Test Analytical Laboratory for the analysis of EPH with target PAHs. A duplicate sample (CC-MW-DUP) was collected at CC-MW-102 and analyzed for EPH with target PAHs.

Analytical results indicated no exceedences of GW-3 standards in samples collected from the four monitoring well locations (Table 9). The results appear to indicate that groundwater has not been impacted in this area.

Groundwater Sampling – October, 2010

On October 12, 2010, Weston & Sampson mobilized to the Clay Containment Area to collect groundwater samples from six groundwater wells (CC-MW-100 through CC-MW-105; Figure 6).

Weston & Sampson attempted to collect groundwater samples using low-flow methods from the six monitoring wells; however, CC-MW-100, CC-MW-101, CC-MW-103, CC-MW-104 and CC-MW-105 provided insufficient water for sampling and were not sampled. The sample from CC-MW-102 was submitted to Con-Test Analytical Laboratory for the analysis of EPH with target PAHs. For quality control, a duplicate sample (CC-MW-DUP-1) was also collected from CC-MW-102 and analyzed for EPH with target PAHs.

Groundwater Investigation Summary

Location ID	Depth (ft bgs)	Analytical Parameter	# of Samples	Rationale	Field Analyses/Observations	Sampled as Proposed?
CC-MW-100 through 105	0-20	EPH with targets	1	Assess potential seasonal influence on groundwater; monitor post-puncture groundwater quality	Visual Characterization, Water Levels, Water Quality Parameters	Six locations were proposed for sampling; one collected due to low groundwater table elevations and insufficient water volume.

Analytical results indicated no exceedences of GW-3 standards in the sample collected from CC-MW-102 (Table 9).

Clay Containment Unit Investigation

On December 8 and 9, 2010, Weston & Sampson provided oversight of test pitting activities in the Clay Containment Area. Test pits in the area were proposed to assess the nature and extent of impacts to site media (e.g. the material contained within the unit) related to the Clay Containment Units (CCU). Test pitting activities confirmed two clay containment units with intact high density polyethylene liners above the clay caps. The clay cap was approximately 16-20 inches in thickness. A high density polyethylene liner was not encountered at depth, indicating that the lower boundary of the clay unit was not compromised by test pitting activities.

A total of 19 one-foot-diameter test pits were excavated using a vacuum truck. To delineate the horizontal and vertical extent of impacted soil, test pits of varying depths were excavated. Impacted material was generally characterized as a dark brown to black fine to medium sand with trace gravel. In addition, a strong petroleum odor was noted for soil contained within the northern CCU. A single 7.5-foot test pit was also excavated to assess thickness of impacted material. The investigation suggested a total thickness of 4.8 feet of contaminated material and the test pit terminated when the clay liner at the bottom of the CCU was encountered.

Weston & Sampson established a grid system for the original 13 proposed locations (Figure 6). Upon completion of the initial 13 locations, six additional test pits were added to complete the delineation of the CCU limits. Test pits were identified as CC-TP-1 through CC-TP-19. Test pits 1 through 6 were excavated in CCU #2, to the south, and test pits 7 through 19 were excavated in the northern CCU #1.

Samples collected from locations CC-TP-1 through CC-TP-6 showed no indication of petroleum-impacted material to six feet below grade based on PID and visual/olfactory indicators. It appears that two CCUs were constructed to receive the impacted soil from the petroleum release, however, the full volume of impacted soil was placed in CCU #1 and CCU #2 was not needed. Samples collected from locations CC-TP-7 through CC-TP-14 and CC-TP-16 exhibited petroleum-impacted material at an average of approximately 2.5 feet bgs.

Samples were collected from CC-TP-7 through CC-TP-13 for analysis of disposal characterization parameters. Analytical results indicated exceedences of the following analytes (Table 13):

4.1.5 Clay Containment Area

No new borings were advanced in the Clay Containment Area during Phase II investigation activities. The six soil borings advanced in November 2009 revealed an overburden of generally low-to-moderate conductivity material characterized as *fine sand* and *silt*, often with trace *gravel*. Based on the description and similarity to the material observed in the Salvage Yard, *glacial till* (i.e., unsorted glacial sediment) is likely an appropriate descriptor of the soil matrix at the Clay Containment Area.

No petroleum-impacted sediments were identified during subsurface boring investigations. Test-pitting activities conducted by Weston & Sampson in 2010 were limited to the inside of the Clay Containment Units. Based on the presence of a poly-liner and substantial clay layer, the petroleum-contaminated material within the Clay Containment Units appears to have been successfully contained within the clay units since placement. Soils within the southern clay containment unit (Unit #2) did not exhibit petroleum impacts (based on olfactory and visual observations).

4.1.6 SPD Area

A total of six soil borings have been advanced to date in the SPD Area (Weston & Sampson, 2010; Figure 7). Boring logs indicate *fine sand and silt* with little to trace *gravel* across much of the area, a description consistent with suspected native material in the Power Plant and Salvage Yard areas. In comparison with other areas around the site, very little fill was identified. Black asphalt-like pieces were identified in SPD-MW-301, located north of the laundry building, and SPD-MW-305, immediately south of the access road connecting the SPD and Power Plant areas (Figure 8). Identification of fill in these borings is not unexpected based on their locations. Refusal was not encountered during boring advancement activities in the SPD Area. PID measurements collected across the Site were less than 5 ppmv across the site.

4.1.7 Summary

Logs generated from borings conducted historically and as part of Phase II assessment activities indicate a geological foundation of dense, low-permeability glacial outwash - *sand* and *silt* with *gravel* - and *glacial till* generally across the assessment areas. In the C&D Area, river outwash (*fine to coarse sand*) is noted as “native” and has likely been deposited over a glacial outwash or till layer beneath (Figures 10 and 11). Fill has been placed widely across the assessment areas, including in the C&D, Power Plant and Salvage Yard areas. Logs from the clay containment and SPD areas indicate much less fill encountered. Logs of the river bed samples from non-depositional, quick-flowing areas (e.g., CD-SD-123) indicate deep overburden geology similar to that described in upland borings (i.e., *sand* and *silt* with *gravel*).

APPENDIX B

OPINION OF PROBABLE COST – OPTION 1-A



Project: Medfield State Hospital
 Location: Medfield, MA
 Project No.: 57849

Date: 8/22/2019
 Done By: STL
 Checked: JDO

Preliminary Engineering Opinion of Probable Cost - Medfield State Hospital Service Road - Option 1-A

Spec Sec.	Item	Quantity	Unit	Unit Price	Total	Source
310000	SITE PREPARATION					
-	Clearing & Grubbing and Tree Clearing of 88,540 SF (9840 SY)	2.03	Acre	\$5,000	\$10,150	Previous Projects
312500	EROSION CONTROL					
-	Hay Bales for Erosion Control	995	Each	\$13	\$12,935	Mass Weighted Bids
320000	ROADWAY					
-	Install Gravel Subbase (16") - Roadway and Parking Lot	2,048	TON	\$45	\$92,166	Mass Weighted Bids
-	Fine Grading & Compacting Subgrade Area	3,311	SY	\$5	\$16,555	Mass Weighted Bids
-	Install Geotextile Fabric (~200 weight)	2,318	SY	\$8	\$18,544	Mass Weighted Bids
-	Install Final Course Gravel (1.5") - Roadway and Parking Lot	102	CY	\$50	\$5,100	Mass Weighted Bids
-	Strip Topsoil (Re-spread Onsite) - assume 8 inches	2,182	CY	\$35	\$76,370	Mass Weighted Bids
-	Earth Excavation for Road/Stormwater Construction	2,733	CY	\$35	\$95,655	Mass Weighted Bids
-	Install Six (6) 12" Diameter HDPE Culverts	144	LF	\$62	\$8,928	Previous Projects
-	Install 12 Rip-Rap Aprons	25	SF	\$6	\$150	Previous Projects
-	Loam & Seed Along Roadway	1,322	SY	\$2	\$2,644	Mass Weighted Bids
	ENVIRONMENTAL					
-	Disposal of Impacted Soils (Non-Hazardous)	-	LS	-	\$28,200	Previous Projects
-	Environmental Investigation of Clay Contaminant Areas/ Railroad Bed	1	Each	\$11,000	\$11,000	Vertex Companies
					Sub-Total	\$368,247
-	Design & Permitting Costs - 10% of Estimated Value	-	%	10%	\$36,825	Calculated
-	General Conditions - 10% of Estimated Value	-	%	10%	\$36,825	Calculated
-	Plan Contingency - 20% of Estimated Value	-	%	20%	\$73,649	Calculated
					Total	\$515,546

Notes:

1. Values from Massachusetts Department of Transportation - Highway Division Weighted Bid Prices, 8/2018 to 8/2019 (all Districts) where available.
2. LF = Linear Feet
3. SF = Square Feet
4. CY = Cubic Yard
5. SY = Square Yard

APPENDIX C

OPINION OF PROBABLE COST – POWERHOUSE ROAD OPTION



Project: Medfield State Hospital Roadway
Location: Medfield, MA
Project No.: 57849

Date: 8/22/2019
Done By: STL
Checked: JDO

Preliminary Engineering Opinion of Probable Cost - Medfield State Hospital Service Road - Powerhouse Road Option

Spec Sec.	Item	Quantity	Unit	Unit Price	Total	Source
310000	SITE PREPARATION					
-	Pavement Micro-Milling (2.2" average)	2,331	SY	\$5	\$11,655	Mass Weighted Bids
-	Fine Grading & Compacting - New Parking Lot Area	120	SY	\$5	\$599	Mass Weighted Bids
312500	EROSION CONTROL					
-	Hay Bales for Erosion Control	1000	Each	\$13	\$13,000	Mass Weighted Bids
320000	ROADWAY					
-	Install Final Course Pavement (2")	181	TON	\$125	\$22,572	Mass Weighted Bids
-	Install Gravel Subbase for Parking Lot (16")	74	TON	\$45	\$3,343	Mass Weighted Bids
-	Install Final Course Gravel for Parking Lot (1.5")	5	CY	\$50	\$250	Mass Weighted Bids
-	Install Steel Plate Protection for Current Culvert	94	LF	\$15	\$1,410	Mass Weighted Bids
-	Earth Excavation for Stormwater Swale	500	CY	\$35	\$17,500	Mass Weighted Bids
-	Remove Excavated Soil from Site	150	TON	\$40	\$6,000	Mass Weighted Bids
-	Loam & Seed Grassed Waterway	2,910	SY	\$2	\$5,820	Mass Weighted Bids
-	Loam & Seed Around Parking Lot	42	SY	\$2	\$84	Mass Weighted Bids
					Sub-Total	\$82,233
-	Design & Permitting Costs - 10% of Estimated Value	-	%	10%	\$8,223	Calculated
-	General Conditions - 10% of Estimated Value	-	%	10%	\$8,223	Calculated
-	Plan Contingency - 20% of Estimated Value	-	%	20%	\$16,447	Calculated
					Total	\$115,127

Notes:

1. Values from Massachusetts Department of Transportation - Highway Division Weighted Bid Prices, 8/2018 to 8/2019 (all Districts) where available.
2. LF = Linear Feet
3. SF = Square Feet
4. CY = Cubic Yard
5. SY = Square Yard

APPENDIX D

PROJECTED SCHEDULE – OPTION 1-A

APPENDIX E

PROJECTED SCHEDULE – POWERHOUSE ROAD OPTION

FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT

This First Amendment to Land Disposition Agreement is made as of the ____ day of _____, 2019, by and between the Commonwealth of Massachusetts (the "**Commonwealth**") acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**"), and the Town of Medfield, Massachusetts (the "**Town**").

WHEREAS, Chapter 211 of the Acts of 2014 (the "**Act**") authorized the Commissioner of DCAMM to convey to the Town certain property at the former state hospital in Medfield, Massachusetts, more particularly shown as the Laundry Parcel, containing 0.858± acres ("**Laundry Parcel**"), Parcel A, containing 87.298± acres, exclusive of the Laundry Parcel ("**Parcel A**"), and Parcel B, containing 39.877 ± acres ("**Parcel B**") on the plans recorded with the Norfolk County Registry of Deeds in Plan Book 635, Pages 75 and 76 (collectively, the "**Plan**");

WHEREAS, pursuant to a Land Disposition Agreement dated as of December 2, 2014 (the "**LDA**"), between DCAMM and the Town, recorded with the Registry at Book 32740, Page 347, DCAMM conveyed Parcel A and Parcel B to the Town by Release Deed recorded with the Registry at Book 32740, Page 401 (the "**Release Deed**"); and

WHEREAS in the LDA and the Release Deed, the Commonwealth reserved certain easements including, without limitation, the "Western Access Easement" as defined in the LDA and Release Deed; and

WHEREAS, Section 3(A)(4) of the LDA and the Release Deed provide, in pertinent part, for the termination of the Western Access Easement; and

WHEREAS, the Commonwealth and the Town desire to amend the provisions of the LDA regarding the termination of the Western Access Easement;

Now, therefore, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Commonwealth and the Town agree to amend the LDA as follows:

1. Section 3(A)(4) of the LDA is hereby amended by deleting the words:

"provided further, that the Western Access Easement shall terminate upon the earlier of: (i) the recording with the Registry of a release thereof signed by the Commonwealth following the construction by DCAMM of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 (the "**Parking Lot Access**"), which Parking Lot Access shall be constructed on or before the date which is five (5) years from the date the deed conveying Parcel A and Parcel B to the Town is recorded with the Registry (the "**Recording Date**"), provided, however, that in the event that on or before the date which is two (2) years from the Recording Date, the Town notifies DCAMM in writing that the Town desires to construct, or require a developer to construct, an alternative means of vehicular and pedestrian access to the Parking Lot over Parcel A at no cost to the Commonwealth ("**Alternate Parking Lot Access**") and construction of such Alternate Parking Lot Access is completed on or before the date which is three (3) years from the Recording Date, then the Western Access

Easement shall terminate upon the recording of a release thereof signed by the Commonwealth following the construction of the Alternative Parking Lot Access and the dedication thereof to public access to the Parking Lot; or (ii) the date which is five (5) years after the Recording Date;”

and inserting the following in place thereof:

“provided further, that the Western Access Easement shall terminate upon the recording with the Registry of a release thereof signed by the Commonwealth following the construction by the Commonwealth of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 or in such other location as is mutually satisfactory to the Town and the Commonwealth (the “**Parking Lot Access**”);”

2. Capitalized terms that are not defined in this Agreement shall have the same meanings as in the Act and the LDA.
3. Except as amended by this Agreement, the LDA shall remain unchanged and is hereby ratified and confirmed.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

WITNESS the execution hereof under seal this ____ day of _____, 2019.

COMMONWEALTH OF MASSACHUSETTS acting by and through its
Division of Capital Asset Management and Maintenance

By: _____
Name: Carol W. Gladstone, Commissioner

I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of all general and special laws in connection with the property described in this document.

Carol W. Gladstone, Commissioner

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance, an executive agency of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

(official signature and seal of notary)
Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss

On this ___ day of _____, 2019, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose, as _____ of the Town of Medfield, Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

AMENDED AND RESTATED RELEASE DEED

This Amended and Restated Release Deed is made as of the _____ day of _____, 2019 by and between the Commonwealth of Massachusetts (the "**Commonwealth**"), acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**"), and the Town of Medfield, Massachusetts (the "**Town**").

WHEREAS, Chapter 211 of the Acts of 2014 (the "**Act**") authorized the Commissioner of DCAMM to convey to the Town certain property at the former state hospital in Medfield, Massachusetts, more particularly shown as the Laundry Parcel, containing 0.858± acres ("**Laundry Parcel**"), Parcel A, containing 87.298± acres, exclusive of the Laundry Parcel ("**Parcel A**"), and Parcel B, containing 39.877 ± acres ("**Parcel B**") on the plans recorded with the Norfolk County Registry of Deeds in Plan Book 635, Pages 75 and 76 (collectively, the "**Plan**"); and

WHEREAS, pursuant to a Land Disposition Agreement dated as of December 2, 2014 (the "**LDA**"), between DCAMM and the Town, recorded with the Registry at Book 32740, Page 347, DCAMM conveyed Parcel A and Parcel B to the Town by Release Deed recorded with the Registry at Book 32740, Page 401 (the "**Release Deed**"); and

WHEREAS in the LDA and the Release Deed, the Commonwealth reserved certain easements including, without limitation, the "Western Access Easement" as defined in the LDA and Release Deed; and

WHEREAS, Section 3(A)(4) of the LDA and the Release Deed provide, in pertinent part, for the termination of the Western Access Easement; and

WHEREAS, the Commonwealth and the Town have entered into a First Amendment to Land Disposition Agreement dated as of _____, 20___, recorded herewith ("**LDA Amendment**"); and

WHEREAS, the LDA Amendment modified Section 3(A)(4) of the LDA; and

WHEREAS, the Commonwealth and the Town desire to amend and restate the provisions of the Release Deed regarding the termination of the Western Access Easement to correspond with the LDA Amendment;

Now, therefore, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Commonwealth and the Town agree to amend and restate the Release Deed as follows:

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "**Grantor**", "**Commonwealth**" or "**DCAMM**"), acting under the authority of Chapter 211 of the Acts of 2014 (the "**Act**"), for good and valuable consideration including, without limitation, the amount of Three Million One Hundred Thousand Dollars (\$3,100,000.00) and other consideration set forth in the "LDA", as hereinafter defined, does hereby grant and release to the Town of Medfield, Massachusetts, having an address at 459 Main Street, Medfield, Massachusetts 02052 (the "**Grantee**" or "**Town**"), without covenants, those certain parcels of land with the existing improvements located thereon in Medfield, Massachusetts, shown as and labeled as Parcel A and Parcel B (collectively, the "**Property**") on that certain plan entitled "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014, and that certain plan entitled "Plan of Land in the Town of Medfield, Massachusetts, Norfolk County, Prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", dated October 28, 2014 and Rev. Nov. 18, 2014, which are recorded with the Norfolk Registry of Deeds in Plan Book 635, Pages 75 and 76 (collectively, the "**Plan**"). The Property includes all easements, licenses, permits, agreements, rights-of-way and appurtenances thereto.

This conveyance is made pursuant to that certain Land Disposition Agreement dated as of December 2, 2014 between the Grantor and the Grantee, recorded with the Norfolk Registry of Deeds at Book 32740, Page 347, as amended by that certain First Amendment to LDA recorded dated as of _____, 2019 recorded herewith (collectively, the "**LDA**") and is made subject to the terms and conditions set forth in the LDA.

The Grantor grants to the Grantee, its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto including, without limitation, the general public, the right to access the "Parking Lot", as defined in the LDA, from "Parcel A" near the "Laundry Parcel", both as defined in the LDA, in such location as shall be mutually acceptable to the Grantor and the Grantee.

The Grantor further grants to the Grantee the right to use the easement shown on the Plan as the "Relocated 25' Wide Water Line Easement, Area = 42,288± S.F." on the same terms and conditions, which easement replaces that certain easement entitled "25' Wide Water Line Easement Area = 36,733± S.F." referenced in that certain deed recorded with the Norfolk Registry of Deeds at Book 32563, Page 417 (the "**Water Tower Deed**"), and shown on that certain plan recorded in the Norfolk Registry of Deeds, Book 634, Page 4, for the purposes and on the terms and conditions set forth in the Water Tower Deed.

The Grantor reserves for itself and its successors and assigns, guests, employees, contractors, consultants, invitees and all others entitled thereto, including without limitation the general public where contemplated by the LDA, the following rights and easements:

- (1) Temporary easements for remediation and restoration purposes over the following areas: (i) the existing road shown on the Plan running from Hospital Road northerly to the Laundry Parcel and to the boundary line between Parcel A and the parcel shown as "Parcel A-2" ("**Parcel A-2**") on the Plan (the "**Western Access Easement**"), (ii) the existing road shown on the Plan running from the Laundry Parcel easterly and then southerly to the parcel shown as the "Tower Parcel" (the "**Tower Parcel**") on the Plan (the "**Northern Access Easement**") and (iii) over other existing roads on Parcel A as shown on the Plan (the "**Other Easements**") for vehicular and pedestrian ingress and egress to the Laundry Parcel, Parcel A-2 and the Tower Parcel and for water service from the Tower Parcel to Parcel A-2 for the purposes of undertaking certain remediation and restoration work, including the construction of a parking lot (the "**Parking Lot**") and a boat launch (the "**Boat Launch**") on Parcel A-2 pursuant to the Settlement Agreement, as defined in the LDA (the "**Remediation and Restoration Work**") and undertaking the Laundry Parcel Remediation, as defined in the LDA; provided, that the Northern Access Easement and the Other Easements shall terminate upon the recording with the Norfolk Registry of Deeds (the "**Registry**") of a release thereof signed by the Commonwealth within sixty (60) days following the filing with MassDEP of a Permanent Solution With Conditions with respect to the Remediation and Restoration Work and a Permanent Solution With No Conditions with respect to the Laundry Parcel Remediation Work; and, provided further, that the Western Access Easement shall terminate upon the recording with the Registry of a release thereof signed by the Commonwealth following the construction by the Commonwealth of an access road from Hospital Road to the Parking Lot on Parcel A-2 adjacent to the property line between Parcel A and Parcel A-2 or in such other location as is mutually satisfactory to the Town and the Commonwealth (the "**Parking Lot Access**");
- (2) Continued access by the general public for the purpose of crossing between the parcel shown as "Parcel A-1" ("**Parcel A-1**") on the Plan and Parcel A-2 in a manner consistent with the use of the Property, provided that if the Town transfers the Property for redevelopment, the Town will ensure that this access is preserved ("**Connector Access**"). The Connector Access will allow pedestrian crossing between Parcel A-1 and Parcel A-2 and if located adjacent to Hospital Road will be marked a safe distance therefrom.

The Property is conveyed subject to all other matters of record to the extent the same are in force and effect.

WITNESS the execution hereof under seal this ____ day of _____, 2019.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Name: Carol W. Gladstone, Commissioner

ACCEPTANCE OF GRANT

The above Amended and Restated Release Deed is accepted this _____ day of _____, 2019, by the Town of Medfield, Massachusetts. Grantee understands and accepts the terms of this Amended and Restated Release Deed and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions and easements.

TOWN OF MEDFIELD, MASSACHUSETTS

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

TOWN OF MEDFIELD

_____, 2019

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

TOWN OF MEDFIELD

This Alternative Transportation Corridor Lease Agreement (this "Lease") is entered into as of the ____ day of _____, 2019, by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 ("MBTA") and the Town of Medfield, a Massachusetts municipal corporation, having a usual place of business at 459 Main Street, Medfield, Massachusetts 02052 ("Municipality"). The MBTA and the Municipality may be collectively referred to as the "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. Lease of Premises

The MBTA hereby leases the Premises (as defined below) to the Municipality for the Term (as defined in Section 3), subject to the terms, covenants and agreements hereinafter set forth. The Premises consist generally of approximately _____ square feet of land comprising or adjacent to an approximately 1.3 linear mile portion of that certain inactive, abandoned railroad right of way known as the Dover Secondary Line, beginning at a point adjacent to Ice House Road and ending at the Dover Town Line in the town of Medfield, Norfolk County, Massachusetts, and identified as "10' WIDE RAIL TRAIL" on sheets 1-8 of the plans entitled "BAY COLONY RAIL TRAIL MEDFIELD SECTION, MEDFIELD, MASSACHUSETTS ", prepared by Beals and Thomas, Inc., dated April 20, 2017, and attached as **Exhibit A** (the "Premises"). Within the Premises the Municipality shall, with the consent of the MBTA, which consent shall not be unreasonably withheld or delayed, designate a contiguous corridor within the Premises (the "Corridor") within which the uses permitted hereunder shall be located.

2. Use of Premises

Subject to the terms and conditions herein, the Municipality may use the Premises solely for the following purposes:

- (a) The Corridor is to be used for purposes of the installation, operation, maintenance and use of a "rail trail" as defined in Massachusetts General Laws Chapter 82, Section 35A ("property converted from the former use as a railroad right-of-way to a use as a publicly-owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes") and under the definition of "Owner" or "Operator" in Subsection (d)(1) of Massachusetts General Laws Chapter 21E, Section 2, as "a property converted from former use as a railroad right-of-way to a revitalized use as a publicly owned, improved and maintained corridor for bicycle, pedestrian, and other non-motorized public transportation, recreation and associated purposes", each as amended from time to time; and
- (b) The remainder of the Premises shall be used solely by the Municipality exclusively to access, construct, and maintain the Corridor, for ancillary uses which provide no revenue or other tangible benefit, and for such other uses as the MBTA may permit by prior written consent.

Notwithstanding the preceding, this Lease is not intended to transfer land or easements for purposes protected by or to create a perpetual right to any use that may be subject to protection by Article XCVII (97), as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts or by legislation enacted to pursuant thereto.

The MBTA reserves the right to reasonably require the Municipality to install improvements (including, but not limited to, signs) designed to prevent or discourage those using the Corridor from entering onto the remainder of the Premises. The Corridor shall be open to the public, and no fee or other consideration shall be charged for use of the Premises.

The Municipality will diligently act to secure funds necessary to fulfill its obligations under the Lease for the design, bidding and construction of the rail trail project contemplated by this Lease (the “Rail Trail Project”). The Municipality acknowledges that a failure to undertake efforts to secure funds may negate the municipal liability exemption for rail trails under Massachusetts General Laws Chapter 21E, Section 2, as amended from time to time.

The Municipality also agrees that it will provide its plans for its proposed use of the Premises to the MBTA for its approval at least sixty (60) days prior to the Municipality’s bidding of any construction contract for the Rail Trail Project, said approval which shall not be unreasonably withheld provided that the use is consistent with Section 3(a) and Section 3(b) above. If the plans for the Premises are not consistent with Section 3(a) and Section 3(b) above, the MBTA reserves the right to void this Lease and demand return of the Premises. Said use shall also comply with the current (as of the commencement of construction) Massachusetts Department of Environmental Protection (“MA DEP”) Best Management Practices (“BMPs”).

No testing shall be made of the soil by the Municipality on the Premises and no soil shall be removed from the Premises by the Municipality until this Lease has been fully executed and entered into by the Municipality (in accordance with **Exhibit B**) and the MBTA. The Municipality shall be responsible for all costs associated with any such testing.

The Municipality is prohibited from constructing any permanent structures on the Premises.

3. Term

The Term of this Lease shall be for a period of ninety-nine (99) years beginning on the date hereof; except that the MBTA may terminate this Lease upon one (1) year’s written notice to the Municipality, as provided by Massachusetts General Laws Chapter 82, Section 35A. The Municipality acknowledges that the Premises or a major portion thereof may be necessary for active railroad or other transportation purposes in the future. The MBTA may terminate this Lease for the greater public good and the MBTA will not be required to provide any reimbursement whatsoever for said termination. The MBTA may also terminate this Lease with respect to any part of the non-Corridor portion of the Premises with six (6) months’ written notice for any reason so long as the use to be made of that portion will not substantially interfere with the public use of the Corridor for the uses stated above.

4. Condition of the Premises

The Municipality has inspected the Premises, accepts the Premises “as is”, and agrees the Premises are suitable for the Municipality’s intended use. The MBTA makes no warranty of any kind, express or implied, as to the condition of the Premises or its suitability for any use. The Municipality assumes all risk of entry on the Premises, including, but not limited to, the presence of Hazardous Materials (as defined in Section 5).

5. Terms and Conditions of Lease

This Lease is also subject to the following terms and conditions:

5.1 Indemnification and Release of the MBTA

- (a) Notwithstanding any provision of this Lease to the contrary, and whether or not matching grants are available from the Massachusetts office of business development, the MBTA covenants and agrees that the protections afforded to the Municipality by Massachusetts General Laws Chapter 23A, Section 3I shall apply as long as the Municipality purchases, prior to commencement of any soil pre-characterization, environmental sampling or construction under this Lease, environmental insurance consistent with Massachusetts General Laws Chapter 23A, Section 3I, with coverage limits of at least \$3,000,000.00 per incident, a deductible of at most \$50,000.00 per incident, and a term of at least five (5) years, naming the MBTA as an additional insured. The Municipality acknowledges that such a policy of environmental insurance is required by Section 5.3(g) hereof.
- (b) The Municipality agrees to indemnify (to the extent permitted by law) defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or any part thereof) or caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against the MBTA by reason of any of the following occurrences:
 - i. the activities of the Municipality, members of the public or others present on the Premises; or
 - ii. the discovery of pre-existing Hazardous Materials (defined below) or the release of any Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) which is a result of (i) the Municipality's activities hereunder including the activities of those present from time to time on the Premises, or (ii) the migration from land now or previously owned, leased, occupied or operated by the Municipality or for which the Municipality is a potentially responsible party as defined under Chapter 21E (defined below); or
 - iii. any failure of the Municipality to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

Notwithstanding anything in the previous paragraph, the Municipality does not agree to indemnify the MBTA for claims arising from natural or man-made disasters, injuries that occurred prior to the execution of this Lease, war, civil unrest or claims arising from the exercise of rights expressly reserved by the MBTA under this Lease.

"Hazardous Materials" is defined to be "oil," "hazardous materials," or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E, as from time to time amended ("Chapter 21E"), and the regulations promulgated pursuant

thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “MCP”), and as further defined in all other applicable state and federal laws regarding Hazardous Materials.

For the purposes of this Lease, the term “applicable laws” with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

- (c) The Municipality hereby releases the MBTA from any responsibility for the Municipality’s losses or damages related to the condition of the Premises. The Municipality covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) (“Claims”) against the MBTA including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the MA DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person’s illness or death relating to, or arising from, the Municipality’s use of the Premises (or the use of the Premises by those permitted onto the Premises by the Municipality) pursuant to this Lease.
- (d) The Municipality shall be timely notified, in writing, by the MBTA of the assertion of any claim against it that the Municipality has agreed to indemnify as stated above (the “Indemnified Claim”).
 - i. If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the Municipality shall cooperate therewith and reimburse the MBTA for all reasonable costs and expenses (including, without limitation, reasonable attorney’s fees and expenses) incurred by the MBTA in connection with the MBTA’s defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP.
 - ii. If the MBTA decides to have the Municipality defend the claim or handle the response action, the MBTA shall notify the Municipality of that decision in writing, and the Municipality shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the Municipality and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the Municipality on behalf of the MBTA or any other action that would materially prejudice the rights of the

MBTA without the MBTA's express written approval. The MBTA may at any time assume defense of any claim by notice to the Municipality and shall cooperate with the Municipality in the defense of any Indemnified Claim.

If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the MBTA which abuts the Premises) is performed by the Municipality, the response action shall be performed in accordance with Section 5.2.

- (e) The provisions of this Section 5.1 shall survive the termination or expiration of this Lease.

5.2 Remediation Obligation of the Municipality

During the design, construction and operation of the Rail Trail Project and/or Corridor, the Municipality shall follow the provisions of MA DEP's then-current *BMPs for Controlling Exposure to Soil during the Development of Rail Trails*.

Whenever the Municipality is responsible for the remediation of Hazardous Materials on or below the Premises by law or pursuant to this Lease, the Municipality, upon written demand of the MBTA, shall conduct at its sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including, but not limited to, the hiring of a Massachusetts Licensed Site Professional ("LSP").

Any such response action, if performed by the Municipality, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA in writing, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or adjacent or contiguous property, for its present use and/or any future use that the MBTA deems appropriate. The Municipality shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results. Such costs shall be presumed to be reasonable if the MBTA: (1) provides the Municipality with a notice that it intends to hire a consultant, a scope of work and a budget and (2) solicits three (3) price proposals from three (3) eligible consultants.

For purposes of this Section 5.2, the term "MBTA" shall include the MBTA, and its directors, officers, employees, agents and any entity that may succeed the MBTA.

5.3 Insurance

Prior to entry hereunder, and during the Term hereof, the Municipality and its consultants and contractors shall at all times maintain the following insurance and shall provide the MBTA with a certificate or certificates of insurance and shall, forever thereafter, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which the MBTA and others hereinafter specified are either additional insureds or named insureds as their interests may appear and which provide minimum liability coverage as follows:

- (a) Commercial General Liability Insurance

Insuring the MBTA, the Premises, and all activities allowed hereunder, with a minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate. Such insurance shall be written on an occurrence basis (as opposed to a claims-made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CG 24 17 10 01.

(b) Workers' Compensation Insurance

Insuring all persons employed by the Municipality in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA (or the Premises) including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. Each of the Municipality's contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees. All policies of insurance required by this Section 5.3(b) must contain a clause waiving the right of subrogation in favor of the MBTA.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of the Municipality and its subcontractors and consultants that are used in the activities permitted hereunder. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CA 20 70 10 01.

(d) Umbrella Liability Insurance:

Umbrella liability insurance with limits of not less than Ten Million Dollars (\$10,000,000) providing excess coverage over all limits and coverage noted in paragraph (i) and paragraph (iii) above. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). This policy shall name the MBTA as an additional insured. This policy shall provide coverage on a primary and non-contributory basis for the MBTA. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. This policy must contain endorsement(s) or language, which must be stated on the certificate of insurance, providing coverage equivalent to the coverage provided by ISO form CU 24 09 03 05.

(e) Insurance during Construction and Installation:

The Municipality shall procure or cause to be procured builder's all risk insurance during any period when construction is being undertaken by or on behalf of the Municipality on the Premises

(f) Railroad Protective Liability Insurance

In the event that any work occurs within fifty (50) feet of an active right-of way or if any work of any kind by the Municipality poses a risk to foul an active right-of-way, the Municipality shall procure Railroad Protective Liability Insurance insuring the MBTA and any entity

operating within such right of way with limits of not less than Five Million Dollars (\$5,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and, subject to that limit for each person, a total limit of Ten Million Dollars (\$10,000,000) for all damages arising out of bodily injury to or death of two (2) or more persons in any one (1) accident. The MBTA shall be a "first named insured" on the Railroad Protective Liability Insurance Policy. The MBTA shall be provided with an original policy of Railroad Protective Liability Insurance.

(g) Environmental Liability Insurance

The Municipality shall maintain a policy of Environmental Liability Insurance insuring against any and all claims arising out of or connected with the presence of any Hazardous Materials at the Premises, with coverage in an amount not less than Three Million Dollars (\$3,000,000.00) per incident and a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per incident, which policy shall be non-cancelable for a period of at least five (5) years and shall name the MBTA as an additional insured.

The MBTA may require reasonable increases in limits of the above insurance coverages from time to time. The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better, shall be kept in full force and effect at all times, shall be primary and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least thirty (30) days' advance written notice in the event of any cancellation or non-renewal in coverage. All required policies of insurance shall not contain any exclusions for acts of terrorism, and shall fully cover any acts of terrorism. All such insurance as is required of the Municipality shall be provided by or on behalf of all contractors, subcontractors and consultants to cover their operations performed. At the inception date of this Lease and throughout the Term, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. The Municipality shall be held responsible for any modifications, deviations, or omissions in the compliance with these requirements by any contractor, subcontractor or consultant of the Municipality.

In the event of the cancellation of any policy during the term of this Lease, or the failure to keep in effect the insurance required by this section, the MBTA may, without further notice and at its option, procure or renew such insurance on account of the Municipality. The Municipality agrees to repay such expenses incurred by the MBTA, with interest thereon at the rate of eighteen (18%) percent annually as an additional fee.

The Municipality (but not the Municipality's contractors or consultants) may self-insure for its obligations under this Section 5.3 (except for environmental liability insurance coverage), subject to the Municipality providing to the MBTA a letter in a form acceptable to the MBTA, on corporate letterhead and signed by a duly authorized representative of the Municipality, which addresses (1) comparable insurance coverage for each type of insurance required in this Section 5.3 which the Municipality will provide through a program of self-insurance, and (2) excess insurance policies (i.e. Excess Liability and excess Workers' Compensation insurance policies) ("Municipality Self-Insurance Statement"). In addition, the Municipality shall acknowledge and affirm in the Municipality Self-Insurance Statement both its obligations to defend, hold harmless, and indemnify the MBTA, and to provide insurance protection in accordance with and to the extent required by the terms and conditions of this Lease. Further, where insurance policies are in place providing coverage in excess of the underlying insurance or self-insurance programs addressed pursuant to this paragraph, the Municipality shall provide a certificate or certificates of liability insurance to the MBTA, which shall be attached to the Municipality Self-Insurance Statement and be made a part thereof.

The Municipality acknowledges that the MBTA is only willing to enter into this Lease if the liability of

the MBTA with respect to the Premises shall be subject to the provisions of Section 17C of Chapter 21 of the Massachusetts General Laws (the “Recreational Use Statute”). Therefore, the Municipality covenants and agrees that it shall not charge any fees for use of the Premises or take any other action that would render the protections of the Recreational Use Statute inapplicable to the MBTA.

Notwithstanding any other provision of this Section 5.3, the Municipality reserves the right to propose to meet the requirement by adding such insurance coverage to existing policies subject to the terms and conditions of those existing policies or to obtain new policies containing terms and conditions generally included in policies provided to municipalities in Massachusetts.

5.4. Compliance with Laws

The Municipality shall comply with, and shall cause all work performed to comply with, all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. The Municipality shall also be responsible for obtaining any and all applicable Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

5.5. Special Conditions

This Lease is subject to the terms and conditions set forth on **Exhibit C**. In the event of conflict between the terms and conditions set forth on **Exhibit C** and other provisions of this Lease, whichever provisions are more restrictive of the Municipality or impose a higher standard on the Municipality shall control.

6. Maintenance

During the Term hereof, the Municipality shall keep, repair, manage, operate, and maintain the entire Premises in good and clean order, operation, condition and repair. Except for any claim of damage arising from the exercise by the MBTA of the rights reserved to it, the MBTA shall have no responsibility whatsoever for the maintenance, repair or the condition of the Premises.

7. Utilities

Except as reasonably necessary for the operation of the Rail Trail Project, no utilities shall be installed on the Premises by the Municipality without the approval of the MBTA, which approval may be withheld or conditioned in the MBTA’s sole discretion.

8. Reservation of Rights

8.1 Non-Exclusivity

- (a) The MBTA makes no representations or warranty, express or implied, that the Municipality shall have sole or exclusive use of the Premises. In the event other licenses, leases or easements have been or are granted or exist by reservations in deeds or otherwise, the Municipality shall be responsible for coordinating its work and activities with that of other licensees, grantees and other parties with interests in the Premises. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the Municipality, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on the Rail Trail Project. The MBTA will make a list available to the Municipality of any and all leases or licenses known to the MBTA along the Corridor. The MBTA makes no representations or warranties as to the completeness or accuracy of such list.

- (b) The Municipality's rights herein are granted subject to existing, easements, and rights of record to the extent that such easements rights and takings are still in effect and applicable. The MBTA explicitly reserves the right to all uses of the Premises not herein granted to the Municipality, except that the MBTA shall not (and shall not grant to others the right to) do anything on the Premises that shall materially impede the rail trail use of the Premises except temporarily (e.g., while a pipeline is being installed or repaired). The Municipality's rights herein are granted subject to existing leases and licenses to the extent that such leases and licenses are still in effect and applicable. The MBTA hereby agrees to provide the Municipality with copies of the documents that establish the location and term of existing licenses and leases known to the MBTA. The MBTA makes no representations or warranties as to the completeness or accuracy of such documents. In the event that an existing lease or license would prevent the creation of a continuous Corridor, the Municipality, after consultation with the MBTA regarding whether a continuous Corridor can be created within a reasonable time, shall have the option (upon sixty (60) days' written notice to the MBTA), but not the obligation, to terminate this Lease as to all or any portion of the Premises affected by the fact that the construction of a continuous Corridor cannot reasonably be achieved.
- (c) The Municipality expressly agrees that any revenues obtained from the leasing, licensing, or the granting of rights for any use of the Premises to any utility or other entity shall belong solely to the MBTA. The Municipality shall not be entitled to impose any fees, charges, requirements for betterments, linkage payments or other benefits to the Municipality on any lessee, licensee or grantee of the MBTA or any other party either for installations on the Premises or on public way crossings along the Premises (except those fees normally charged by the Municipality for engineering and environmental review, if any). If despite this section the Municipality does receive some such benefit, then the MBTA shall be paid the fair market value of that benefit by the Municipality.
- (d) The Municipality expressly agrees that if there is any encroachment onto the Premises by a third party, the MBTA will have the sole right to cure said encroachment and to obtain revenue from such cure or to permit such encroachment, provided that such cure does not substantially interfere with the Municipality's use of the Corridor. Notwithstanding the preceding, to the extent that the encroachment is on the Corridor, then the Municipality shall have the right to expel such encroacher.

8.2 Utility and Communication Lines and Emergency Access

The MBTA expressly reserves all of its rights in the Premises for itself, its successors and assigns, to install, maintain, repair, replace and remove aerial, surface and subsurface utility and communication lines, wires, antennas and conduits in, on, under or above the Premises as well as the right to lease, license and/or grant easements for such utility and communication rights to third parties; except that the Municipality shall have the rights specifically granted herein. The MBTA shall take all necessary safety measures including, but not by way of limitation, notification to the Municipality of its intention to perform (or have performed) such installation and/or maintenance, and the erection of barricades, as shall be reasonably required to protect persons performing such work and construction, as well as members of the public, from injury or damage caused by, or resulting from, any entry, work or construction performed by the MBTA or its contractors, licensees, lessees, grantees (and their contractors) pursuant to this Section 8.2. The MBTA shall, at its cost and expense, return the Premises to a condition in which the Premises can be used for the purposes for which they were used before the work pursuant to this Section 8.2, if its contractors, licensees, lessees, or grantees, as the case may be, fail to do so.

Prior to entry pursuant to this Section 8.2, the MBTA shall require that any contractor, licensee, lessee or grantees provide the Municipality insurance of the activities permitted by the MBTA, to the same extent and on the same terms that the MBTA is insured. The Municipality shall be named as an additional insured on any general liability policy and umbrella liability policy. All policies shall waive the right of subrogation for any claim that may be made against the Municipality.

8.3 Assignment to Third Parties

The MBTA reserves the right to lease, assign, pledge, and otherwise alienate all or part of the Premises to third parties and to retain all consideration therefor. For purposes of this Section 8.3, the term "MBTA" shall include the MBTA and its directors, officers, employees, agents, and any entity that may succeed the MBTA.

9. Security and Operations

The MBTA shall have no obligation to provide security services or lighting at the Premises. The Municipality shall be responsible for providing public safety and emergency services for the Premises. The Municipality may install lighting and adopt time of use and other restrictions applicable to the public.

10. Default

If the Municipality defaults under any of its covenants and obligations contained in this Lease including, without limitation, the failure to indemnify the MBTA and its related parties as provided in Section 5.1, and such default is not cured by the Municipality within thirty (30) days after notice, the MBTA may elect, in order to preserve the public's usage and access to the Premises and to ensure the public's safety, security and enjoyment, to pursue any or all of the following remedies: (i) without obligation, cure said default, which cure may include, without limitation, entry upon the Premises for purposes of maintenance thereof, and invoice the Municipality for the cost of such cure, which invoice the Municipality shall promptly pay; (ii) if the Municipality shall continue to remain in default and/or fail to pay the MBTA after such notice, the MBTA may remove the custody and management of the Premises from the Municipality and transfer said management and control of the Premises by a new lease agreement to another qualified party for the remainder of the Term, and the Municipality shall promptly reimburse the MBTA for all necessary and reasonable costs of management so incurred by the MBTA; and/or (iii) seek specific performance or other equitable relief from a court of competent jurisdiction and exercise any available remedy at law or in equity. If federal aid was utilized by the Municipality for the design and/or construction of the Rail Trail Project, then in the event the MBTA shall seek removal of the Municipality from the management and control of the Premises, no party other than the Municipality shall be deemed qualified to assume such management and control, without the prior written approval of the Massachusetts Department of Transportation and the Federal Highway Administration. In any event, the Premises shall be used for the purposes set forth in Section 2 and provide for the access and enjoyment for the public for the duration of the Term, under the management and control of the MBTA, if necessary, until the execution of a new lease agreement or some other preliminary agreement by the MBTA with another duly selected qualified party. No delay or failure by the MBTA in exercising its rights and remedies in any one instance shall constitute a waiver of such rights and remedies in any other instance. The MBTA's remedies hereunder shall be cumulative and not exclusive to any other available remedy.

11. Condition of the Premises at Termination

The Municipality agrees to deliver up the Premises to the MBTA at the expiration of the Term hereof in

as good condition as the Premises were in after the Municipality-installed improvements were made, reasonable wear and tear excepted. Notwithstanding the preceding, if the MBTA terminates this Lease for the greater public good pursuant to Section 3, the MBTA may require the Municipality to restore the Premises to the grade existing at the commencement of this Lease.

12. Existing Utilities

The Municipality acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the scope of work. The Municipality shall comply with Massachusetts General Laws Chapter 82, Section 40 (said statute also known as the “Dig Safe” law) and the regulations promulgated pursuant thereto including but not limited to 220 C.M.R. 99.00 et seq. To the extent the MBTA, or parties acting in behalf of it, locate and mark utilities in the right-of-way and appurtenant thereto, the Municipality shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of the MBTA. Any damage to such utilities caused by the Municipality shall be the sole responsibility of the Municipality. If the Municipality does not immediately repair any utilities it has damaged, the MBTA, and/or parties acting on behalf of it, without being under any obligation to do so and without waiving the Municipality’s obligation hereunder, may repair any utilities damaged by the Municipality immediately and without notice in case of emergency. In the event the MBTA exercises such right, the Municipality shall pay to the MBTA, as applicable, immediately upon demand all of the MBTA’s cost of performing such repairs plus a fee equal to twenty-five percent (25%) of the MBTA’s cost of performing such repairs to reimburse the MBTA for its administrative costs.

13. Notice of Project Completion and Record Drawings

Upon completion of its work, the Municipality shall provide written notice (“Notice of Project Completion”) to the MBTA Railroad Operations Department and the MBTA Capital Delivery Department of the date of project completion. Each Notice of Project Completion shall be accompanied by a reproducible “As-Built” copy of each approved construction drawing marked to indicate all changes and deviations from the original approved plans and recording the final conditions of the Premises (“Record Drawings”). All Record Drawings shall be received and accepted by the MBTA prior to final inspection. The Notice of Project Completion and the Record Drawings shall be delivered to:

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143
Attn: Chief, Engineering and Maintenance

and

MBTA Capital Delivery Department
10 Park Plaza, Suite 5170
Boston, MA 02116
Attn: Assistant General Manager

14. Results

No investigations on the Premises or on MBTA-owned land shall be conducted without the prior written approval of the MBTA, which approval may be withheld or conditioned in its sole discretion. If the Municipality conducts certain investigations on MBTA-owned land, then upon the MBTA’s written

request the Municipality agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this Lease in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by the Municipality, its agent, consultant or contractor, or prepared on behalf of the Municipality. All results and reports shall be provided to the MBTA within ten (10) days of receipt by the Municipality of the MBTA's written request. The Municipality agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. The Municipality shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

15. Construction and Access Plan

The Municipality shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the "Plan") to the MBTA. The Municipality shall not enter the Premises until the Plan has been approved by the MBTA, which approval shall not be unreasonably withheld. The scope of work for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this Lease. The Municipality shall also provide the MBTA with a detailed schedule of times when the Municipality, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the scope of work (the "Access Plan"). The MBTA shall have full power to make a final determination of when the Municipality may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

16. Contracts for Improvements

All contracts for the construction or installation of the improvements at the Premises shall require:

- (a) all contractors and subcontractors to provide labor that can work in harmony with other elements of labor employed or to be employed at or near the Premises;
- (b) insurance coverage as provided herein and suretyship reasonably satisfactory to the MBTA;
- (c) all contractors or subcontractors to comply with all applicable provisions of this Lease; and
- (d) performance bonds and payment bonds in form and substance satisfactory to the MBTA, each of which shall name the MBTA, as an additional obligee and which shall be in the penal sum equal to the amount of the Municipality's construction contracts.

17. Notices

All notices required or permitted to be given hereunder shall be in writing and addressed as follows:

In the case of the MBTA to:

Massachusetts Bay Transportation Authority
Real Estate Department
Ten Park Plaza, Room 5720
Boston, Massachusetts 02116
Attn: Chief Real Estate Officer

and

MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, Massachusetts 02143
Attn: Chief, Engineering and Maintenance

and

Massachusetts Bay Transportation Authority
Ten Park Plaza, Room 3510
Boston, Massachusetts 02116
Attn: General Counsel

And in the case of the Municipality to:

Town of Medfield

With a copy to:

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (each a “Notice”) shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described above or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the addressee. The signature of an employee, servant or agent of the addressee shall be determinative on the issue of actual receipt.

The Municipality and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Lease any other address or addresses by giving fifteen (15) days’ written notice thereof to the other party.

18. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, the Municipality shall undertake affirmative action as required by federal and state laws, rules and regulations pertinent to civil rights and equal opportunity unless otherwise exempted therefrom. The Municipality agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any federal agency and in accordance with applicable federal law and applicable state laws, rules and regulations.

The Municipality shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurements of materials and services under this Lease.

The Municipality shall not discriminate against any person, employee or applicant for employment because of race, color, religion, creed, national origin, age, sex, sexual orientation, disability/handicap

or veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors or subcontractors.

19. Work in Harmony

The Municipality agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA.

20. Assignment

The Municipality shall not, without the prior written consent of the MBTA, transfer or assign this Lease or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

21. Entire Agreement

This Lease contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

[Remainder of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the Parties hereto, each for itself, its successors and assigns, have caused these presents to be executed, as a sealed instrument, by its officers, hereunto duly authorized.

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____
Steve Poftak
General Manager

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Steve Poftak, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as General Manager of the Massachusetts Bay Transportation Authority.

Notary Public

Print Name

My Commission Expires: _____

[Additional signatures on following page]

TOWN OF MEDFIELD

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as _____ of the Town of Medfield.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A

PLAN OF PREMISES

[see attached]

EXHIBIT B

MUNICIPAL VOTE

[see attached]

EXHIBIT C

SPECIAL CONDITIONS

The Municipality acknowledges and agrees to the following additional terms and conditions:

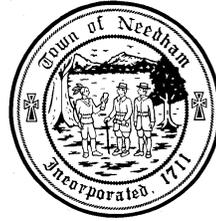
1. The Municipality shall not construct any permanent structures within, on or under the Premises.
2. The Municipality shall design the rail trail with due regard to persons with disabilities. The lowest branch of any tree in direct path of travel must be set at a minimum clearance of eighty inches (80") above the ground (preferably at least ninety-six inches (96") to account for wet sagging branches). If parking is provided, accessible parking spaces must be provided in the proposed parking area, including one van-accessible space. The surface of the rail trail must be constructed and maintained as a continuous, smooth, stable and slip-resistant surface.
3. The Municipality shall protect MBTA infrastructure and all subsurface utilities during construction on the Premises. The Municipality shall make any repairs to MBTA infrastructure and subsurface utilities necessitated by activities of the Municipality, which repairs shall be performed to the satisfaction of the MBTA, at no cost to the MBTA.
4. If any activity or conditions on the Premises are at any time deemed hazardous by the MBTA (i.e., determined by the MBTA to pose an unacceptable risk to MBTA customers, employees, operations or infrastructure), or if the Municipality is in breach of any material provision of this Lease, the MBTA may elect to immediately suspend the Municipality's right to use the Premises pursuant to this Lease. The MBTA shall terminate such suspension in the event that the Municipality cures its breach of the Lease and eliminates the hazardous activity or condition to the satisfaction of the MBTA.
5. In the event that any construction or operation of the Premises by the Municipality affects the MBTA Engineering and Maintenance Department, the Municipality shall reimburse the MBTA for all associated costs and expenses. To secure the Municipality's performance of its reimbursement obligations, the Municipality shall fund a force account pursuant to a force account agreement in the MBTA's standard form.

Town of Needham
 Department of Public Works-Administration
 500 Dedham Ave
 Needham, Massachusetts 02492
 Telephone 781-455-7550 x351

Acknowledgement of Receipt

Release Date	January 29, 2015
Bid Title	Removal & Disposal of Rails & Ties
Bid Number	15DPW173C
Number of Documents	The Bid Package consists of one (1) PDF document.
Pre-Bid Conference	February 10, 2015 @ 10:00am
Questions Due	February 11, 2015 @ 2:00pm
Bids Due	February 18, 2015 @ 3:00pm
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Department of Public Works at 781-449-9023 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.</p>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (City, State, Zip) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
<p>* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.</p>	

(Advertised in Needham Times issue of Thursday, January 29, 2015)
(Published in Central Register Bulletin of Wednesday, January 28, 2015)



LEGAL NOTICE
TOWN OF NEEDHAM, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS (IFB)
IFB 15DPW173C
Removal & Disposal of Rails & Ties

The Town of Needham invites sealed bids for "Removal & Disposal of Rails & Ties", IFB 15DPW173C. Information and details of bidding requirements will be available beginning January 29, 2015 and will be available until bids are opened, at the Second Floor Administration Office of the Public Works Department, 500 Dedham Avenue, Needham, Massachusetts, 02492, or by calling (781) 455-7550, or on-line at the Town's website www.needhamma.gov/bids.aspx.

Sealed bids will be received at the Second Floor Administration Office of the Department of Public Works, 500 Dedham Avenue, Needham, Massachusetts 02492 until 3:00 PM, February 18, 2015. An informational pre-bid will be held in the Charles River Room of the Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts 02492 on February 10, 2015 at 10:00 AM with a site walk to follow.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid. Bids are subject to the provisions of M.G.L. Chapter 30 39M as amended to date. The Town, acting through its Town Manager, reserves the right to reject any or all bids if it is in the public interest to do so or to waive minor informalities.

Kate Fitzpatrick
Needham Town Manager

**IFB 15DPW173C
Removal & Disposal of Rails & Ties
Procurement in Brief**

Primary Procurement Contact	Aaron Lacher, Administrative Analyst, 781-455-7550 x351
Bid Package Available	January 29, 2015 Information and details of bidding requirements may be obtained at the Second Floor Administration Office DPW, PSAB , 500 Dedham Avenue, Needham, Massachusetts 02492, or online at the Town's web site http://www.needhamma.gov/bids.aspx
Informational Pre-Bid	10:00am, February 10, 2015, Charles River Room, PSAB, 500 Dedham Ave, Needham, MA, 02492 Prospective Bidders will be asked to follow Town vehicles in their own car to the site and conduct a site walk through.
Deadline for Written Questions	February 11, 2015 at 2:00 pm By Mail: DPW – Admin. 500 Dedham Ave, Needham, MA 02492 BY Fax: 781-449-9023 By E-mail: alacher@needhamma.gov Questions are to be clearly labeled as: QUESTIONS - Removal & Disposal of Rail & Ties- IFB 15DPW173C
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be e-mailed and posted on the Town's webpage to all bidders on record as having received the bid package.
When and where bids are due	3:00 pm, February 18, 2015, Second Floor Administration Office DPW, PSAB, 500 Dedham Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED
Where bids will be opened	Charles River Room, PSAB, 500 Dedham Ave, Needham, MA, 02492, After submission deadline
Number of Required Paper Copies	3 copies
Contract Award	Anticipated February 23, 2015 Approval of Town Manager and Town Counsel is REQUIRED
Contract Length	The contract work must begin within 2 weeks of execution and all work must be completed within 3 months of execution weather depending or June 30, 2015 whichever comes first.

Upon Award of Contract	
Bid Deposit	5% bid deposit is required
Payment Bond	50% payment bond is required
Performance Bond	100% of the cost of the project, not including the salvage value of the steel
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

IFB 15DPW173C
Removal & Disposal of Rails & Ties
January 29, 2015

PART 1: BID DESCRIPTION

1.01 Intent

The Town of Needham is circulating this Invitation for Bids (IFB) with the intention of acquiring bids for a contractor to furnish all necessary labor, equipment, delivery, and supplies required to remove steel rails and ties from 1.7 miles of leased MBTA land to prepare for the installation of a community rail trail.

All bids are subject to the provisions of M.G.L. Chapter 30, 39M. The Town will award the contract to the lowest responsible and eligible bidder as set forth in section 1.15. The Town of Needham reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications. Such actions will be deemed to be in the best interest of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for a minimum of ninety (90) calendar days from the date of bid opening.

1.02 Proposed Contract Term

The contract will be in effect immediately upon signature of an Agreement, and all work must be begin within two (2) weeks of the Town executing the contract and completed within three (3) months of the project beginning, or June 30, 2015, whichever comes first. The project must be finally completed to the satisfaction of the Town by June 30, 2015. The successful bidder must enter into the Short Form Agreement (Sample available online), or a contract in substantially similar format.

1.03 Questions Regarding Bid

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.04 PRE-BID CONFERENCE

Refer to Procurement in Brief for details, if any.

1.05 Information About Changes To The Bid (Addenda)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website.** Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.06 Bid Submission and Bid Opening

The bidder shall submit his/her proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section. All bids shall be submitted to the Director of Public Works, Town of Needham, Second Floor Administration Office, 500 Dedham Avenue, Needham, MA 02492. Each bid shall be sealed in an envelope on which is clearly indicated: **Name & Address of Bidder, IFB 15DPW173C – Removal & Disposal of Rails & Trails, due 3:00 pm, February 18, 2015.** All submitted bids shall include Invitation for Bids, Bid Information, Bid Scope of Work, all Addenda issued, and all portions of the BID FORMS must be completed and submitted in order for a submission to be deemed acceptable. Bidders will submit insurance certificates, validating current coverage at the time of bid submission. Bids received at the Second Floor Administration Office after the time of opening of bids designated in the IFB will be returned to the bidder unopened

1.07 Bid Deposit

All bids must be accompanied by a bid deposit in an amount not less than five (5) percent of the total value of the proposed work. Bid deposits shall be made payable to the "Town of Needham" and shall be in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

1.08 Bid Forms

All bids must be made on the attached bid forms.

1.09 Bond Requirements

Performance Bond

Prior to execution of a contract, the CONTRACTOR shall furnish to the OWNER such payment bond and a performance bond of a surety company qualified to issue bonds in the Commonwealth and satisfactory to the OWNER in the amounts requested by the OWNER in the bid specifications. Any performance bond shall remain in full force and effect for at least one year after the project's completion, and longer if required covering guarantees and/or pending claims.

If the value of the contract is \$25,000 or more, then the following shall apply:

LABOR & MATERIALS BOND (PAYMENT BOND):

- a) The contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total contract price for payment for labor performed or furnished and materials used or employed therein, when the contract is executed.

- b) It is distinctly agreed and understood that any changes made in the specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the Town to the contractor, shall in no way void, release or affect the liability and surety on the bond given by the contractor.

1.10 Insurance Requirement

Insurance coverage is required in accordance with the following:

- 1) The contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in the contract, and shall have the Town named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability. The contractor shall carry Workers Compensation in amounts as required by law.
- 2) All insurance coverage shall be in force from the time of the agreement to the date when all work under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the contractor shall notify the Town should coverage become unavailable or if its policy should change.
- 3) The contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with the M.G.L. c 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
- 4) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. 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 the Town, at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
- 5) The contractor shall indemnify, defend, and save harmless the Town, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the contractor in the performance of the work covered by this contract and/or failure to comply with the terms and conditions of the contract, whether by himself or his employees or sub-contractors.

1.11 OSHA Training

The bidder certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

1.12 Statement of Compliance

The Statement of Compliance shall be signed stating that persons employed by the award recipient are paid in accordance with the provisions of M.G.L. c.149, §§ 26 to 27H. The selected bidder will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies there under, or its claim thereto without the previous written consent of the Department of Public Works and the Town of Needham.

1.13 Minimum Wage Rates

The listing of CLASSIFICATIONS AND MINIMUM WAGE RATES as determined by the Commissioner of Labor and Industries under the provisions of M.G.L. c.149, §§ 26 to 27H inclusive, as amended, are attached herewith and will be made a part of the contract. The contractor and all subcontractors shall comply with the requirements of M.G.L., c.149, §§ 26 through 27H inclusive, as amended. It is the obligation of the contractor to assure that the contractor and all of its subcontractors comply with the requirements of these requirements. The contractor shall be responsible for all loss, cost, and damage suffered or incurred by the Town as a result of any stop work order or other enforcement action taken by the Attorney General under the authority of M.G.L., c.149, §27, and shall release, indemnify, hold harmless and defend the Town, its officers, employees and consultants, from and against all claims, actions, suits, fines, or administrative proceedings arising out of or related to the violation by the contractor or any subcontractor of the said Prevailing Wage Law (or, in the case of the contractor's defense obligation, the claimed violation thereof). In accordance with State mandates, the Town requires certified payrolls BEFORE payments are made for work performed. If the contract is renewed at the Town's option, then the listing of CLASSIFICATIONS AND MINIMUM WAGE RATES will be updated each year.

1.14 Duration of Bids

All bids are to remain valid for ninety (90) days after the opening of bids.

1.15 Contractor Selection

The Town of Needham will review all bids, and will award the contract to the lowest responsible and eligible bidder for the base bid only. The Town will at its sole option chose to execute Add-Alternate #1 to the bidder with the lowest base bid. The Town reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications.

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by the bidder who is able to complete the project in the shortest time frame as indicated on the bid form. If this does not resolve the tie, a coin toss will be used. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid.

The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

Upon bidder selection, the Town of Needham will mail to the selected Vendor, three (3) contracts to be executed by the Vendor and returned to the Town of Needham with the appropriate insurance certificates. The Town of Needham will then counter execute the three (3) contracts and return one complete contract to the Vendor. The Town's Standard Contract is available online. Bidders are expected to review the sample contract "Short Form Agreement". Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

1.16 General Safety, Licenses & Performance

The contractor's personnel working on this project must hold all necessary licenses and permits to perform the work required under this contract as required under the Commonwealth of Massachusetts regulations. All work must be done in accordance with applicable industry standards, codes and regulations, and/or manufacturer's specifications. The contractor is responsible for providing adequate safety measures during work to ensure protection of life and property. Prior to the commencement of work, all construction signage, safety barriers, and other traffic control devices shall be in place.

The Contractor must have at least 5 years of experience in work of this type and size required by this section and which is acceptable to the Town of Needham. The Contractor must supply five (5) references for work of this type (removal of rails & ties) with their bid including names and phone numbers of Contacts.

The contractor shall be informed that there is a thirty (30) day cancellation clause in this contract for improper service. Complaints not rectified within a reasonable length of time from day of notice shall cause the Town to notify the contractor by registered mail that his contract will be cancelled thirty days from the date of the letter. Any defective workmanship shown to be caused by improper or faulty installation shall cause the contractor to correct, repair and/or replace all material and labor at no cost to the Town. The contractor will warrant that all workmanship shall be first class and shall be performed by persons qualified and licensed in their respective trades.

Any additional work that is performed beyond this agreement must be approved by the appropriate Town authority. The absence of approval from the appropriate Town authority will be considered a violation of the contract.

1.17 Invoices & Reporting

Invoices and reports must be sent to the Town of Needham, Department of Public Works, 500 Dedham Ave, Needham, MA 02492. Additional work performed shall be performed only under the direction of the Director of Public Works or his designee. Invoices shall be itemized by units and by location or project. Each bill shall contain a cover sheet listing the broken out labor and materials cost, and back-up documents including materials costs, and other relevant information. Certified payroll will be required. Invoices shall not be processed for payment until the above information is provided in a format acceptable to the Director of Public Works or his designee.

1.18 Site Maintenance and Inspection

The selected contractor will be responsible for maintaining the work site in a safe and orderly fashion on a daily basis. The contractor is responsible for the proper securing of all items associated with the project, including but not limited to: debris, tools, material, scaffolding, ladders, etc. Staging and storage areas shall be determined and approved by the Director of Public Works, or his designee.

1.19 Normal Hours of Work

Normal hours of work shall be between the hours of 7:00 am and 5:00 pm, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays or other than normal hours of work without express permission from the Director of Public Works or his designee. All work in this contract will be identified by the Director of Public Works and shall be constructed in accordance to Town Specification or as directed by the Director.

1.20 Private Property

The proposed construction may impact private property and therefore grading will be necessary to correct damage or correct unacceptable transitions between Town-owned and private property. Before any work is performed on private property, the contractor must have in his/her possession a RIGHT OF ENTRY form signed by the property owner. The permission may be obtained through the Town Engineering Division, if sufficient notice is given for Engineering to make the contract.

1.21 Material Disposal

The contractor, at no additional cost to the Town, shall dispose of all material that has been removed.

1.22 Dig Safe Law

Before proceeding with contraction operations, the contractor shall notify that the State of Massachusetts Underground Plant Damage Prevention System (Dig Safe) at 1-888-344-7233, and shall make such supplemental investigations.

1.23 Traffic Control

The contractor shall be responsible for payment of police details required. The contractor shall be responsible for organizing all necessary police details and/or their cancelation. The contractor shall pay any costs incurred due to his/her failure to cancel police details. The contractor shall provide and maintain all traffic control devices necessary to secure their work area in accordance with the Manual on Uniform Traffic Control Devices. The Town may order additional safety measures if insufficient safety devices are being employed. In such instances, the contractor shall erect in place said safety devices immediately. The cost of all traffic controls and police details shall be included in the unit price of the item stated in the proposal.

1.24 Award of Contract and Pre-Construction Conference

After award of the contract and after a "Notice to Proceed" has been issued by the Director of Public Works, or his designee, the contractor is obligated to provide to the Director of Public Works, or his designee, a project schedule for the timing of each part of the construction process, identifying any subcontractors and the work items each subcontractor will be conducting. The "Notice to Proceed" may be sent either by FAX, letter, or email. The contractor shall respond back to the Department of Public Works within two (2) business days by an employee in authority who can speak on behalf of the company. A pre-construction conference will be held prior to work commencing to review the project schedule, facilitate a meeting between multiple contractors, and meet the "Project Supervisor". Failure to meet these obligations may subject the contractor to loss of the contract and the contractor may be assessed the difference in cost between its bid price and the next lowest responsible and eligible bidder.

1.25 Supervision

The contractor shall designate a "Project Supervisor", in writing, upon receipt of a written Notice to Proceed. Any change in supervision shall require the prior approval in writing of the Director of Public Works or his designee. Failure of the contractor complying with this requirement may result in the Town, after one written warning and at its' sole option, charge a penalty of \$200.00 per day until an approved Project Supervisor is onsite. The Project Supervisor shall be present at each project during the prosecution of work. Once work has begun the contractor shall pursue and coordinate all work in a continuous and diligent manner until all work is completed unless otherwise directed by the Director of Public Works or his designated agent.

1.26 Payment

The work under this Bid Item shall be paid for at the contract price based on the measurements as shown on the contract plans and as determined by the Director of Public Works or his designee. The contract price shall include all materials, labor, equipment and incidentals required to Remove & Dispose of Rails & Ties in accordance with these specifications and as shown on the contract plans and as directed by the Director of Public Works or his designee.

1.27 SUBMISSION REQUIREMENTS

Quality Requirements

- ✓ The bidder shall provide a minimum of five (5) references for projects similar in nature to this project, with one (1) of which being municipal, all of which must be positive
- ✓ Must have five years in business
- ✓ The bidder shall submit his/her proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

PART 2: SPECIFICATIONS

2.01 General

All work will be done between the hours of 7:00am and 5:00pm Monday – Friday, holidays excluded. No work day may exceed 8 hours per day. The length of this project is approximately 1.7 miles and begins near High Rock St and terminates near the rail road bridge over the Charles River towards Dover. The Town will provide stakes at the beginning and the end of the project. No disturbances are permissible outside of the staked areas. Please note section 2.06 in regards to the Conservation Commission's requirements.

Contractor must provide sanitary facilities on location. All precautions must be taken to reduce noise and dust. Should excessive noise need to be generated, the Town shall be notified at least 24 hours in advance, in order to coordinate with neighboring properties. The work site shall be kept at all times in a clean and neat fashion. Also please see Section 1.23 in regards to the requirements for police details.

2.02 Scope of Work

This work includes the removal and disposal of railroad rails, ties, and other ancillary materials at site of the Town's proposed rail trail. This work excludes the removal of the rails within the roadway at Charles River St. and Fischer St.. Work must be executed as follows:

- Vegetation that obstructs the tracks and/or their removal shall be removed and properly disposed of off-site.
- Erosion controls are in place and setup for the track removal and development of the site.
 - The Town has placed erosion controls per the Conservation Commission's requirements.
 - The Contractor shall not disturb or damage the erosion controls that are in place, and any damage that is made shall be repaired immediately at the Contractors expense.
- The rail and other steel materials must be removed by the contractor utilizing equipment as approved by the Town.
- Railroad ties shall be properly removed utilizing equipment as approved by the Town and removed from the site for proper disposal.

- If testing of these materials is required it shall be done by the Contractor at the Contractor's expense. If materials are deemed to be hazardous, they must be disposed of in an appropriate fashion and the proof of disposal must be provided to the Town.
- The Town will require bills of lading for all materials that are disposed.
- The Contractor may resell, reuse, or recycle these railroad ties at a facility willing to accept these materials. All testing and transportation costs shall be borne by the contract.
- All ancillary materials and additional debris must be removed from the site, including but not limited to plates, spikes, bolts, broken or decomposed ties, etc.
- The corridor must be rough graded and left in a neat and clean condition.

2.03 Add-Alternate #1 – Rails in Roadway

As an add-alternate to the project, the Town is also requiring pricing for the removal of the rails and ancillary parts including wooden materials only in the roadways of Charles River St. and Fischer St.. The Contractor must coordinate schedules with the Town as the Town will be responsible for the patching and paving. The Contractor must leave the roadway in a neat and clean condition that is passible by motor vehicles. The contractor is responsible for scheduling all police details as indicated in Section 1.23.

2.04 Performance Bond Value

The performance bond value will be based on the cost of the project to the Town not including the salvage value of the steel on the bid form. This will be bid items A & B, if just the base bid is awarded and A, B, & F if Add-Alternate #1 is also awarded.

2.05 Schedule

On the bid form, the Contractor shall disclose the number of calendar days, including assumptions about normal weather and other likely interruptions, required to complete the project. Upon award the contractor shall provide the Town with a detailed project schedule with milestones.

2.06 Conservation Commission Requirements

This project is subject to the Conservation Commission's Negative Determination of Applicability as attached (Attachment A). Contractors shall comply with the requirements of this determination.

As referenced in the attached Conservation Commission decision, there is a small area of work that is also in a Turtle habitat. The Contractor shall comply with the Conservation Commission's order while working in this area.

2.07 MBTA Lease Requirements

This project is also subject to the Town's lease with the MBTA as attached (Attachment B) All requirements of this lease must be met.

The contractor must name the MBTA as additionally insured and meet the minimum insurance requirements as indicated in section 6.1 and 6.3 of the Town's lease with the MBTA. The contractor must also name the MBTA on all performance and payments bonds as required by this contract.

The contractor shall assist the Town in preparing any documentation required by the lease with the MBTA including the Construction and Access Plan as indicated in section 16 of the Town's lease with the MBTA.

Bid Form A: Bid Value Removal & Disposal of Rails & Ties IFB 15DPW173C		
Bid Item		Total Cost for Full Scope of Services
A	All work to remove steel and ancillary materials	\$
B	Cost to remove and dispose of wooden ties	\$
C	Value of Steel as part of bid	\$
D	Total Value of the Project (A plus B minus C)	\$
E	Number of Calendar Days Required to Complete The Base Bid	Days
F	All work to remove steel in Roadways as part of Add-Alternate #1	\$
G	Value of Steel as part of Add-alternate #1	\$
H	Total Value of Add-Alternate #1 (F minus G)	\$
I	Number of Calendar Days Required to Complete Add-Alternate #1	Days
J	Prompt Payment Discount (if offered)	%/ Days

Bidder Acknowledges Addenda #: _____

Company Name: _____

Number of Years in Business: _____

Address: _____

Authorized Signature & Title: _____

Print Name and Title: _____

The **Bid Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder eligibility and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Bid Form B
Professional References
Removal & Disposal of Rails & Ties
IFB 15DPW173C

Customer: _____

Mailing address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary, a minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION
MUST BE FILED WITH BID SUBMISSION**

Bid Form C
BIDDER ACKNOWLEDGMENTS
Removal & Disposal of Rails & Ties
IFB 15DPW173C

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Bid Company Name: _____

The undersigned agrees that, if selected as Contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30 39M.

(Name of Company)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

Business Address

(City, State Zip)

(Telephone) (FAX)

(Email Address)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date:
STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable
If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

Bid Form D
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS
Removal & Disposal of Rails & Ties
IFB 15DPW173C

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certifies under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer

Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals**

Bid Form E
CERTIFICATE OF GOOD FAITH
Removal & Disposal of Rails & Ties
IFB 15DPW173C

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30 Section 39M.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature of individual submitting the bid

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

Bid Form F
Removal & Disposal of Rails & Ties
IFB 15DPW173C

OSHA CERTIFICATION

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

_____ certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of Authorized Representative of Contractor)

(Company Name)

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



TOWN OF NEEDHAM
CONSERVATION DEPARTMENT
Public Services Administration Building
500 Dedham Avenue
Needham, MA 02492

OFFICE PICK-UP

Kate Fitzpatrick
Signature

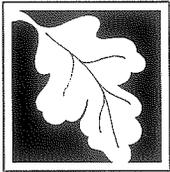
11-21-2014
Date

To: Kate Fitzpatrick, Town of Needham Town Manager's Office
From: Matthew Varrell, Director of Conservation *MV*
Re: **0 Railroad Street (Bay Colony Rail Trail)**; Negative Determination of Applicability
Date: November 21, 2014

I have enclosed both an original and a copy of the Determination of Applicability issued by the Needham Conservation Commission for the proposed Bay Colony Rail Trail at 0 Railroad Street.

If you have any questions, please contact our office at (781)455-7550 x 248. *Thank you.*

cc: MA Department of Environmental Protection
File



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From: Needham
Conservation Commission

To: Applicant			Property Owner (if different from applicant):		
<u>Town of Needham Town Manager's Office</u>			<u>Massachusetts Bay Transportation Authority</u>		
Name			Name		
<u>1471 Highland Avenue</u>			<u>10 Park Plaza</u>		
Mailing Address			Mailing Address		
<u>Needham</u>	<u>MA</u>	<u>02492</u>	<u>Boston</u>	<u>MA</u>	<u>02116</u>
City/Town	State	Zip Code	City/Town	State	Zip Code

- Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

<u>Town of Needham Proposed Bay Colony Rail Trail (Cover and Sheets 1-7)</u>	<u>11/6/2014</u>
Title	Date
<u> </u>	<u> </u>
Title	Date
<u> </u>	<u> </u>
Title	Date
- Date Request Filed:

November 6, 2014

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

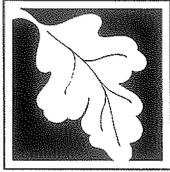
Project Description (if applicable):

Construction of the Bay Colony Rail Trail on the existing railbed between High Rock Street and the Charles River. Work will include removal of existing rails and ties and regrading the cross-sectional surface to provide a stable trail surface consisting of stone dust. The improved surface will generally be 10 feet wide with 1 foot transitions on each side to existing vegetated areas.

* No wetland boundaries are approved under this Determination.

Project Location:

<u>0 Railroad Street (railbed from High Rock Street to the Charles River)</u>	<u>Needham</u>
<u>001</u>	<u>City/Town</u>
Assessors Map/Plat Number	<u>9998</u>
	Parcel/Lot Number



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

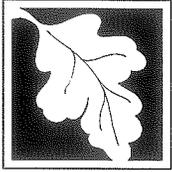
5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
See attached Exhibit A

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Needham

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Needham Wetlands Protection Bylaw
 Name

Article 6
 Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

by hand delivery on

by certified mail, return receipt requested on

11/21/2014
 Date

 Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

Paul Alpert

Peter Oehlkers

Janet Carter Bernardo

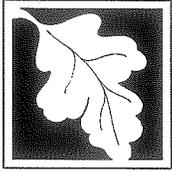
Cory Rhoades

Artie Crocker

 Stephen Farr

Sharon Soltzberg

11/20/2014
 Date



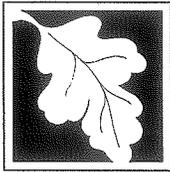
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town State Zip Code

Phone Number Fax Number (if applicable)

Project Location

Mailing Address

City/Town State Zip Code

2. Applicant (as shown on Notice of Intent (Form 3), Abbreviated Notice of Resource Area Delineation (Form 4A); or Request for Determination of Applicability (Form 1)):

Name

Mailing Address

City/Town State Zip Code

Phone Number Fax Number (if applicable)

3. DEP File Number:

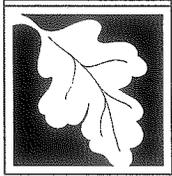
B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions (\$120 for individual single family homes with associated structures; \$245 for all other projects)
- Superseding Determination of Applicability (\$120)
- Superseding Order of Resource Area Delineation (\$120)

Send this form and check or money order for the appropriate amount, payable to the *Commonwealth of Massachusetts* to:

Department of Environmental Protection
Box 4062
Boston, MA 02211



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

**DETERMINATION OF APPLICABILITY
EXHIBIT A**

Project: The Applicant proposes construction of the Bay Colony Rail Trail on the existing railbed between High Rock Street and the Charles River. Portions of the work are proposed to occur within the 100-foot Buffer Zone to Bordering Vegetated Wetlands, Bank, and locally regulated Vernal Pool. All work is confined to disturbed areas of the existing railbed. An erosion control barrier is proposed in areas near existing culverts, the Charles River, and vernal pools. No mature vegetation is proposed to be removed as part of the project.

Applicant: Town of Needham Town Manager's Office
1471 Highland Avenue
Needham, MA 02492

Owner: Massachusetts Bay Transportation Authority
10 Park Plaza
Boston, MA 02116

Location: 0 Railroad Street (Assessors Map 001 Lot 9998)

Documents of Record:

- Request for Determination of Applicability and supporting documents, received November 6, 2014
- Needham Wetlands Protection Bylaw Application for Permit, received November 6, 2014

FINDINGS OF FACT:

Negative Determination of Applicability

This Determination does not formally approve any of the wetland boundaries submitted with the application.

The Needham Conservation Commission finds that the proposed activities are not subject to further review and do not require the filing of a Notice of Intent.

The Commission finds that the work subject to the Negative Determination of Applicability, if done in accordance with the following conditions, will protect the interests of the Wetlands Protection Act and Needham Wetlands By-Law.

SPECIAL CONDITIONS:

1. An erosion control barrier will be installed, as shown on the approved plans. The Conservation Department shall be advised when the barrier has been installed to allow inspection by Conservation Department staff.
2. No vegetation shall be cut as a result of the project, other than that within the railbed construction zone.
3. The Conservation Department shall be advised of the project construction schedule no less than fourteen days prior to any activity on the railbed.

**DETERMINATION OF APPLICABILITY
EXHIBIT A**

Project: The Applicant proposes construction of the Bay Colony Rail Trail on the existing railbed between High Rock Street and the Charles River. Portions of the work are proposed to occur within the 100-foot Buffer Zone to Bordering Vegetated Wetlands, Bank, and locally regulated Vernal Pool and the 200-foot Riverfront Area. All work is confined to disturbed areas of the existing railbed. An erosion control barrier is proposed in areas near existing culverts, the Charles River, and vernal pools. No mature vegetation is proposed to be removed as part of the project.

Applicant: Town of Needham Town Manager's Office
1471 Highland Avenue
Needham, MA 02492

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The Commission finds that the work subject to the Negative Determination of Applicability, if done in accordance with the following conditions, will protect the interests of the Wetlands Protection Act and Needham Wetlands By-Law.

SPECIAL CONDITIONS:

1. An erosion control barrier will be installed and maintained, as shown on the approved plans and as otherwise directed by the Conservation Department staff. The Conservation Department shall be advised when the barrier has been installed to allow inspection by Conservation Department staff.
2. No vegetation shall be cut as a result of the project, other than that within the railbed construction zone.
3. The Conservation Department shall be advised of the project construction schedule no less than fourteen days prior to any activity on the railbed.
4. No staging areas shall be located within the 100-foot Buffer Zone or the 200-foot Riverfront Area.



RECEIVED
TOWN OF NEEDHAM
BOARD OF SELECTMEN

2014 FEB 10 10:25 AM 2014

Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492-0909

RE: ATC Lease

Dear Ms. Fitzpatrick:

Enclosed you will find one (1) fully executed original lease for your files. As a reminder, you should send a formal request to the attention of Mark Boyle to seek authorization to remove the rails and ties from the MBTA's right of way. The letter should emphasize that any proceeds derived from the removal will be used to construct and/or maintain the ATC.

It has been a pleasure working with you on this matter and feel free to contact me at (617) 502-1420 if you have any questions.

Sincerely,

Robert W. LaVita
Director of Acquisitions/Right of Way

Enclosure

Cc: M. Boyle

ALTERNATIVE TRANSPORTATION CORRIDOR LEASE AGREEMENT

BY AND BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

THE TOWN OF NEEDHAM

NOVEMBER 2013

[ONLY FOR RIGHTS-OF-WAY NOT IN ACTIVE USE]

**ALTERNATIVE TRANSPORTATION CORRIDOR
LEASE AGREEMENT BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
TOWN OF NEEDHAM**

This Lease Agreement (hereinafter referred to as the "Lease" or the "Agreement") entered into as of the 4th day of February, 2014 by and between the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established pursuant to M.G.L.C. 161A, having its usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (hereinafter referred to as the "MBTA") and the Town of Needham, of Norfolk County, a Massachusetts municipal corporation, having its usual place of business at 1471 Highland Avenue, Needham, MA 02492 (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH THAT:

1. Agreement

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

2. Premises

The Premises consist of the parcel or parcels of land described in Exhibit A attached hereto, consisting generally of that certain railroad right of way known as the Needham Secondary Branch in the Municipality of Needham as shown on Valuation Map V 4.27, 4.28, sheets 4, 5 and 6 starting at High Rock Street, Needham and ending at the Needham/Dover line. Within the Premises the MUNICIPALITY shall, with the consent of the MBTA, which shall not be unreasonably withheld or delayed, designate a contiguous corridor (the "Corridor") within which the uses permitted hereby shall be located.

3. Use of Premises

Subject to the terms and conditions herein, the MBTA hereby leases the Premises to the MUNICIPALITY for use as follows (See MBTA Board Authorization Exhibit D):

- (a) The Corridor is to be used for purposes of the installation, operation, maintenance and use of a rail-trail as defined M.G.L. C.82 §35A and in the definition of Owner or Operator in M.G.L.C. 21E§2, and as amended from time to time, and as further defined under M.G.L.C.21E§2(d)(1), as a property converted from a former use as a railroad right-of-way to a revitalized use as a publicly owned, improved and maintained corridor for bicycle, pedestrian and other non-motorized public transportation, recreation and associated purposes and

- (b) The remainder of the Premises shall be further be used solely by the Municipality exclusively to access, construct and maintain the Corridor, for ancillary uses which provide no revenue or other tangible benefit, and for such other uses as MBTA may permit by prior written consent.

Notwithstanding the preceding, this Lease is not intended to transfer land or easements for purposes protected by or to create a perpetual right to any use that may be subject to protection by Article XCVII (97), as amended of the Amendments to the Constitution of the Commonwealth of Massachusetts or by legislation enacted to pursuant thereto.

The MBTA reserves the right to reasonably require the MUNICIPALITY to install improvements (including but not limited to signs) designed to prevent or discourage those using the Corridor from entering onto the remainder of the Premises. The Corridor shall be open to the public, and no fee or other consideration shall be charged for use of the Premises.

The Municipality will diligently act to secure funds necessary to fulfill its obligations under the Lease for the design, bidding and the construction of the rail-trail project. The Municipality acknowledges that a failure to undertake efforts to secure funds may negate the municipal liability exemption for rail trails under M.G.L.C. 21E§2, and as amended from time to time

The Municipality also agrees that it will provide its plans for the use of the site sixty (60) days prior to the bidding to the MBTA for its approval, said approval which shall not be unreasonably withheld provided that the use is consistent with paragraph 3(a) and 3(b), above. If the plans for the site are not consistent with paragraph 3(a) and 3(b), above, the MBTA reserves the right to void the lease and demand return of the property. Said use shall also comply with the current (as of the commencement of construction) MA DEP Best Management Practices:

No testing shall be made of the soil by the Municipality on the Premises and no soil shall be removed from the Premises until this lease has been fully executed and entered into by an official Municipal authority (Exhibit B) and the MBTA, unless necessary to respond to a release of Hazardous Materials on the Premises. The Municipality shall be responsible for all costs associated with any such testing.

4. Term

The Term of this Lease shall be for a period of ninety-nine (99) years beginning on the date hereof; except that the MBTA may terminate this Lease upon two (2) years' written notice to the MUNICIPALITY, as provided by M.G.L. C.82 §35A. The Municipality acknowledges that that the Premises or a major portion thereof may be necessary for active railroad or other transportation purposes in the future. The MBTA may terminate this Agreement for the greater public good other than the Transportation Enhancement (the defined ATC) and the MBTA will not be required to provide any reimbursement

whatsoever for said termination. The MBTA may also terminate this Lease with respect to any part of the non-Corridor portion of the Premises with one (1) year's written notice for any reason so long as the use to be made of that portion will not substantially interfere with the public use of the Corridor for the uses stated above.

5. Condition of the Premises

The MUNICIPALITY has inspected the Premises, accepts the Premises "as is", and agrees the Premises are suitable for MUNICIPALITY's intended use. The MBTA makes no warranty of any kind, express or implied, as to the condition of the Premises or its suitability for the above uses. The MUNICIPALITY assumes all risk of entry on the Premises, including, but not limited to the presence of oil or hazardous material, if any, as defined in M.G.L.C. 21E, as amended from time to time.

6. Terms and Conditions of Lease

This Lease is subject to the following terms and conditions:

6.1 Indemnification and Release of MBTA

- (a) The Municipality will not be required to indemnify the MBTA, unless specifically required by Federal law in connection with any grant for construction of a rail-trail, provided the Municipality has purchased environmental insurance naming the MBTA as an additional insured with minimum coverage limits of \$3,000,000.00 per incident, a maximum deduction of \$50,000.00 per incident, and a term of at least 5 years. If the Municipality is unable to or chooses not to purchase environmental insurance consistent with the aforementioned terms the following provisions will apply;
- (1) the MUNICIPALITY, in accordance with official Municipal approval (Exhibit B), agrees to indemnify (to the extent permitted by law) defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or any part thereof) or caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against the MBTA by reason of any of the following occurrences:
 - (a) the activities of the MUNICIPALITY, members of the public or others present on the Premises; or
 - (b) the discovery of pre-existing Hazardous Materials, defined below, or the release of any Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) which is a result of (i) the MUNICIPALITY'S activities hereunder including the activities of those present from time to time on the Premises, or (ii)

the migration from land now or previously owned, leased, occupied or operated by the MUNICIPALITY or for which the MUNICIPALITY is a potentially responsible party as defined under Chapter 21E, defined below; or

- (2) any failure of the MUNICIPALITY to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

Notwithstanding anything in the previous paragraph, the MUNICIPALITY does not agree to indemnify the MBTA for claims arising from natural or man-made disasters, injuries that occurred prior to the execution of this Lease, war, civil unrest or claims arising from the exercise of rights expressly reserved by the MBTA under this agreement.

"Hazardous Materials" is defined to be "oil," "hazardous materials," or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E"), as from time to time amended, and the regulations promulgated pursuant thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP") and as further defined in all other applicable state and Federal laws regarding Hazardous Materials.

For the purposes of this Lease, the term "applicable laws" with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

- (3) The MUNICIPALITY hereby releases the MBTA from any responsibility for the MUNICIPALITY'S losses or damages related to the condition of the Premises. The MUNICIPALITY covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or fourth-party claim) (hereinafter "Claims") against the MBTA including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's illness or death relating to, or arising from, the MUNICIPALITY'S use of the Premises (or the use of the Premises by those permitted onto the

Premises by the MUNICIPALITY) pursuant to this Lease.

- (4) The MUNICIPALITY shall be timely notified, in writing, by the MBTA of the assertion of any claim against it that the MUNICIPALITY has agreed to indemnify as stated above (the "Indemnified Claim").
 - (a) If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the MUNICIPALITY shall cooperate therewith and reimburse the MBTA for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and expenses) incurred by the MBTA in connection with the MBTA's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP.
 - (b) If the MBTA decides to have the MUNICIPALITY defend the claim or handle the response action, the MBTA shall notify the MUNICIPALITY of that decision in writing, and the MUNICIPALITY shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the MUNICIPALITY and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the MUNICIPALITY on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA's express written approval. The MBTA may at any time assume defense of any claim by notice to the Municipality and shall cooperate with the MUNICIPALITY in the defense of any Indemnified Claim.

If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the MBTA which abuts the Premises) is performed by the MUNICIPALITY, the response action shall be performed in accordance with Section 6.2.

If the MBTA determines in good faith for any reason, any indemnification herein of the MBTA by the MUNICIPALITY proves ineffective, the MBTA shall have the right to immediately terminate this Lease. The provisions of this Section 6.1 shall survive the termination or expiration of this Lease.

- (c) For purposes of this Section, the term "MBTA" shall include the MBTA and its directors, officers, employees, agents and any legislatively approved entity that may succeed the MBTA. For the purposes of This Section the term "MBTA" expressly does not include easement holders, MBTA

lessees, or licensees or successors to any real property of the MBTA through sale, exchange or gift.

- (d) The MBTA reserves the right to lease, assign, pledge and otherwise alienate all or part of the premises to third parties ("Third party Transferee's") and to retain all consideration therefore; provided that such lease, license, mortgage, assignment, or other facility of transfer is conditioned upon any third Party Transferee: (a) not unreasonably interfering with the Municipality's use of the Premises and (b) fulfilling obligations to provide the Municipality insurance under Section 9.2. Any such transfer shall not relieve the MBTA or the Third Party Transferee from any obligations it may have under this Agreement.

6.2 Remediation Obligation of the MUNICIPALITY

During the design, construction and operation of the rail trail, the Municipality shall follow the provisions of BMP's for Controlling Exposure to Soil during the Development or Rail Trails promulgated by the Massachusetts Department of Environmental protection in March 2004.

Whenever the MUNICIPALITY is responsible for the remediation of Hazardous Materials on or below the Premises by law or pursuant to this Lease, the MUNICIPALITY, upon written demand of the MBTA, shall conduct at its sole cost and expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA'S conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional).

Any such response action, if performed by the MUNICIPALITY, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or adjacent or contiguous property, for its present use and/or any future use that the MBTA deems appropriate. The MUNICIPALITY shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results. Such costs shall be presumed to be reasonable if the MBTA (1) provides the MUNICIPALITY with a notice that it intends to hire a consultant, a scope of work and a budget and (2) solicits three (3) price proposals from three (3) eligible consultants.

For purposes of this Section, the term "MBTA" shall include the MBTA, and its directors, officers, employees, agents and any legislatively approved entity that may exceed the MBTA. Additionally, for purposes of this Section the "MBTA" does not include easement holders, MBTA lessees, or licensees or successors to any real property of the MBTA through sale, assignment, pledge, mortgage, exchange or gift.

6.3 Insurance

Prior to entry hereunder, and during the Term hereof, the MUNICIPALITY and its consultants and contractors shall provide the MBTA, hereof, insurance (*notwithstanding the environmental insurance required pursuant to Section 6.1 above*) for the activities permitted hereunder and the MUNICIPALITY's covenant of indemnification in Section 6.1(a)(1) and 6.1(a)(3) hereinabove, with companies that are reasonably acceptable to the MBTA, as stated below, and which provide minimum liability coverage as follows:

(a) Commercial General Liability Insurance

Insuring the MBTA and the Premises and all activities allowed hereunder as well as the MUNICIPALITY'S indemnification obligations contained in Section 6.1(a)(1) and 6.1(a)(3) with a minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars in aggregate. Umbrella liability coverage with limits of not less than Two Million (\$2,000,000.00) Dollars covering all work performed must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims-made basis) and name the MUNICIPALITY, MBTA and others hereinafter designated as additional insureds as their interests may appear. Such insurance may be subject to standard exclusions found in property and general liability insurance policies.

(b) Worker's Compensation Insurance

- (i) For all Municipal contractors, insuring all persons employed by the MUNICIPALITY in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA or the Premises with limits of liability of not less than those required by Massachusetts General Laws Chapter 152 as amended. The policy shall contain a clause waiving the company's right to subrogation against the MBTA if such a policy is commercial available, and
- (ii) For all MUNICIPAL employees by providing evidence of an active workmen's compensation program for MUNICIPAL workers funded by the MUNICIPALITY, a copy of which is attached as Exhibit C.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars covering all owned, non-owned, hired, rented or leased vehicles or the MUNICIPALITY.

The required insurance coverage's herein specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better; shall be taken out before the Lease is commenced and be kept in full force and effect throughout the term of the Lease; shall be primary to and non-contributory to any coverages maintained by the MBTA; and shall require the MBTA be given at least thirty (30) days' advance notice in the event of any cancellation or materially adverse change in coverage. Prior to the inception date of the Lease and throughout the term, the MBTA

shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required. The required insurance coverage's herein specified may be increased from time to time upon notice by the MBTA to such coverage's as the MBTA may then customarily require for similar circumstances. Each of the MUNICIPALITY's contractors and agents whose employees enter onto the Premises shall have similar policies covering their employees. The MUNICIPALITY shall be responsible for seeing that its contractors and consultants are properly covered by insurance.

In the event of the cancellation of any policy during the term of this Lease, or the failure to keep in effect the insurance required by this section, the MBTA may, without further notice and at its option, procure or renew such insurance on account of the MUNICIPALITY. The MUNICIPALITY agrees to repay such MBTA expense, with interest thereon at the rate of eighteen (18%) percent annually as an additional fee.

Notwithstanding any other provision of this section 6.3, the MUNICIPALITY reserves the right to propose to meet the requirement by adding such insurance coverage to existing policies subject to the terms and conditions of those existing policies or to obtain new policies containing terms and conditions generally included in policies provided to municipalities in Massachusetts.

6.4. Compliance with Laws

The MUNICIPALITY shall comply with, and shall cause all work performed to comply with, all applicable Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances. The MUNICIPALITY shall also be responsible for obtaining any and all applicable Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

6.5 Special Conditions

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7. Maintenance

During the Term hereof, the MUNICIPALITY shall keep, repair, manage, operate, and maintain the entire Premises in good and clean order, operation, condition and repair. Except for any claim of damage arising from the exercise by the MBTA of the rights reserved to it, the MBTA shall have no responsibility whatsoever for the maintenance, repair or the condition of the Premises.

8. Utilities

Except as reasonably necessary for the operation of the alternative transportation use of the Corridor, no utilities shall be installed on the Premises by the MUNICIPALITY without the approval of the MBTA.

9. Reservation of Rights

9.1 Non-Exclusivity

- (a) The MBTA makes no representations or warranty, express or implied, that the MUNICIPALITY shall have sole or exclusive use of the Premises. In the event other licenses, leases or easements have been or are granted or exist by reservations in deeds, the MUNICIPALITY shall be responsible for coordinating its work and activities with that of other licensees, grantees and other parties with interests in the Premises. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the MUNICIPALITY, arising out of the work of the MBTA or other licensees, grantees or parties in interest; provided, however, that the MBTA shall make reasonable efforts to mitigate impacts on the Use of the Premises. The MBTA will make a list available to the Municipality of any and all leases or licenses along the Corridor designated under this Lease.
- (b) The MUNICIPALITY'S rights herein are granted subject to existing, easements, and rights of record to the extent that such easements rights and takings are still in effect and applicable. The MBTA explicitly reserves the right to all uses of the Premises not herein granted to the MUNICIPALITY, except that the MBTA shall not (and shall not grant to others the right to) do anything on the Premises that shall materially impede the permitted Use of the Premises except temporarily (e.g. while a pipe line is being installed or repaired).

The Municipality's rights herein are granted subject to existing leases and licenses to the extent that such rights are still in effect and applicable. The MBTA hereby agrees to provide the Municipality with copies of the documents that establish the location and term of existing licenses and leases. Upon completing a 25% design of the proposed rail trail, the MUNICIPALITY may request that the MBTA exercise any rights it may have to modify or terminate an existing lease or license that would prevent the creation of a contiguous Corridor. The MBTA shall make all reasonable attempts to fulfill such requests to create a contiguous corridor.

- (c) The MUNICIPALITY expressly agrees that any revenues obtained from the leasing, licensing, or the granting of rights for any use of the Premises to any utility or other entity shall belong solely to the MBTA.

The MUNICIPALITY shall not be entitled to impose any fees, charges, requirements for betterments, linkage payments or other benefits to the MUNICIPALITY on any lessee, licensee or grantee of the MBTA or any other party either for installations on the Premises or on public way crossings along the Premises (except those fees normally charged by the MUNICIPALITY for engineering and environmental review, if any). If despite this section the MUNICIPALITY does receive some such benefit, then the MBTA shall be paid the fair market value of that benefit by the MUNICIPALITY.

- (d) The Municipality expressly agrees that if there is any encroachment onto the Premises by a third-party, the MBTA will have the sole right to cure said encroachment and to obtain revenue from such cure or to permit such encroachment, provided that such cure does not substantially interfere with the Municipality's use of the Corridor. Notwithstanding the preceding, to the extent that the encroachment is on the Corridor, then the Municipality shall have the right to expel such encroacher.

9.2 Utility and Communication Lines and Emergency Access

The MBTA expressly reserves all of its rights in the Premises for itself, its successors and assigns, to install, maintain, repair, replace and remove aerial, surface and subsurface utility and communication lines, wires, antennas and conduits in, on, under or above the Premises as well as the right to lease, license and/or grant easements for such utility and communication rights to third parties; except that the MUNICIPALITY shall have the rights specifically granted herein. The MBTA shall take all necessary safety measures including, but not by way of limitation, notification to the MUNICIPALITY of its intention to perform (or have performed) such installation and/or maintenance, the erection of barricades, as shall be reasonably required to protect persons performing such work and construction, as well as members of the public, from injury or damage caused by, or resulting from, any entry, work or construction performed by the MBTA or its contractors, licensees, lessees, grantees (and their contractors) pursuant to this Section. The MBTA shall, at its cost and expense, return the Premises to a condition in which the Premises can be used for the purposes for which they were used before the work pursuant to this paragraph, if its contractors, licensee, lessees, or grantees, as the case may be, fail to do so.

Prior to entry, the MBTA shall require that any contractor, licensee, lessee or grantees provide the Municipality, during the Term thereof, insurance of the activities permitted by the MBTA, to the same extent and on the same terms that the MBTA is insured. The Municipality shall be named as an additional insured on any general liability policy. All policies shall waive the right of subrogation for any claim that may be made against the Municipality.

10. Security and Operations

The MBTA shall have no obligation to provide security services or lighting at the Corridor. The MUNICIPALITY shall be responsible for providing public safety and emergency services for the Corridor. The MUNICIPALITY may install lighting and adopt time of use and other restrictions applicable to the public.

11. Default

If the MUNICIPALITY defaults under any of its covenants and obligations contained in this Lease including, without limitation, the failure to fully indemnify the MBTA and its related parties as provided in Section 6.1, and such default is not cured by the

MUNICIPALITY within thirty (30) days after notice, the MBTA may elect, in order to preserve the public's usage and access to the Premises and to ensure the public's safety, security and enjoyment, to pursue any or all of the following remedies: (i); without obligation, cure said default, which cure may include, without limitation, entry upon the Premises for purposes of maintenance thereof, and invoice the MUNICIPALITY for the cost of such cure, which invoice the MUNICIPALITY shall promptly pay; (ii) if the MUNICIPALITY shall continue to remain in default and/or fail to pay the MBTA after such notice, the MBTA may remove the custody and management of the Premises from the MUNICIPALITY in accordance with the provisions of this Lease and transfer said management and control of the Premises by a new lease agreement to another qualified party for that period remaining under this Lease as provided in Section 4, and the MBTA shall seek reimbursement from the MUNICIPALITY of all necessary and reasonable costs of management so incurred by the MBTA; and/or (iii) seek specific performance or other equitable relief from a court of competent jurisdiction and exercise any available remedy at law or in equity. In the event the MBTA shall seek removal of the MUNICIPALITY from the management and control of the Premises, no party other than the MUNICIPALITY shall be deemed qualified to assume such management and control, without the prior written approval of the Massachusetts Highway Department and the Federal Highway Administration (FHWA), in acknowledgement of the significant federal-aid investments in the construction of the rail-trail by the MUNICIPALITY undertaken as required under FHWA transportation enhancement policies and guidelines. In any event the Premises shall remain as an alternative transportation corridor in keeping with Section 3 [Use of Premises (Supra)] and provide for the access and enjoyment for the public for the duration of the Term as defined in Section 4, under the management and control of the MBTA, if necessary, until the execution of a new lease agreement or some other preliminary agreement by the MBTA with another duly selected qualified party. The MBTA shall exercise its right to block access to the Premises from the public only in the event of a continuing public safety situation and the failure of the MUNICIPALITY to undertake immediate action. No delay or failure by the MBTA in exercising its rights and remedies in any one instance shall constitute a waiver of such rights and remedies in any other instance. MBTA's remedies hereunder shall be cumulative and not exclusive to any other available remedy.

12. Condition of the Premises at Termination

The MUNICIPALITY agrees to deliver up the Premises to the MBTA at the expiration of the Term hereof in as good condition as the Premises were after the MUNICIPALITY-installed improvements were made, reasonable wear and tear excepted. Notwithstanding the preceding, if the MBTA is terminating this Lease because it plans to use the Premises for transportation purposes, the MBTA may require The MUNICIPALITY to restore the Premises to the grade existing at the commencement of this Lease.

13. Existing Utilities

The Municipality acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the scope of work. The Municipality shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. To the extent the MBTA, or parties acting in behalf of the MBTA, locate and mark railroad utilities in the railroad rights of way and appurtenant thereto, the Municipality shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad line(s) or used in connection with services or operations of the MBTA. Any damage to such utilities caused by the Municipality shall be the sole responsibility of the Municipality. If the Municipality does not immediately repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving the Municipality's obligation hereunder, may repair any utilities damaged by the Municipality immediately and without notice in case of emergency. In the event the MBTA exercises such right, the Municipality shall pay to the MBTA immediately upon demand all of the MBTA's cost of performing such repairs plus a fee equal to twenty-five percent of the MBTA's cost of performing such repairs to reimburse the MBTA for its administrative costs.

The MBTA reserves the right to remove the rail infrastructure and agrees that if it chooses to do so, said removal shall be within 180 days of the date the MUNICIPALITY notifies the MBTA to be the date of the trail construction commencement. The MUNICIPALITY shall be responsible for removal and disposal of all other rail infrastructure.

14. Notice of Project Completion and Record Drawings

Upon completion of its work, the Municipality shall provide written notice ("Notice of Project Completion") to the MBTA Railroad Operations Department of the date of project completion. The Municipality shall also provide the MBTA Railroad Operations Department with one reproducible "As-Built" copy of each approved construction drawing marked to indicate all changes and deviations from the original approved plans and recording the final conditions of the Premises ("Record Drawings") upon completion of the work authorized hereunder. All Record Drawings shall be received and accepted by the MBTA prior to final inspection. The Notice of Project Completion and the Record Drawings shall be delivered to:

Chief, Engineering and Maintenance
MBTA Railroad Operations Department
32 Cobble Hill Road
Somerville, MA 02143

15. Results

If the Municipality conducts certain investigations on MBTA owned land, then the Municipality agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this Lease in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by the Municipality, its agent, consultant or contractor, or prepared on behalf of the Municipality. All results and reports shall be provided to the MBTA within ten (10) days of receipt by the Municipality. The Municipality agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. The Municipality shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

16. Construction and Access Plan

The Municipality shall submit a plan and detailed specifications (including the materials to be used) and the proposed methods of performing the work, or any part thereof (the "Plan") to the MBTA. The Municipality shall not enter the Premises until the Plan has been approved by the MBTA, which approval shall not be unreasonably withheld. The scope of work for said construction, installation, maintenance, operation and/or replacement will be more fully defined in the approved Plan, which approved Plan will automatically be incorporated herein by reference and made part of this Lease. The Municipality shall also provide the MBTA with a detailed schedule of times when the Municipality, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake the scope of work (the "Access Plan"). The MBTA shall have full power to make a final determination of when the Municipality may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

17. Contracts for Improvements

All contracts for the construction or installation of the improvements at the Premises shall require:

- (a) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at or near the Premises.
- (b) insurance coverage and suretyship reasonably satisfactory to the MBTA;
- (c) that all contractors or subcontractors comply with all applicable provisions of this Lease; and
- (d) performance bonds and payment bonds in form and substance satisfactory to the MBTA, each of which shall name the MBTA, as an additional obligee and which shall be in the penal sum equal to the amount of the Municipality's construction contracts.

18. Notices

All notices required or permitted to be given hereunder shall be in writing and addressed as follows:

In the case of the MBTA to:

Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5750
Boston, Massachusetts 02116
Attn: Assistant General Manager for Development

With a copy to:

MBTA Railroad Operations Directorate
Section Chief, Engineering and Maintenance
32 Cobble Hill Road
Somerville, Massachusetts 02143

With a copy to:

DESIGNATED REPRESENTATIVE
Transit Realty Associates, LLC
77 Franklin Street, 9th floor
Boston, Massachusetts 02110
Attn: General Counsel

And in the case of the MUNICIPALITY to:

Kate Fitzpatrick, Town Manager
Town of Needham
1471 Highland Avenue
Needham, MA 02492

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described above or when delivered by messenger or overnight mail service to the correct addressee. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

The MUNICIPALITY and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Lease any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

19. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, the MUNICIPALITY shall undertake affirmative action as required by Federal and State laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless otherwise exempted therefrom. The MUNICIPALITY agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with applicable Federal law and applicable state laws, rules and regulations.

The MUNICIPALITY shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurements of materials and services under this Lease.

The MUNICIPALITY shall not discriminate against any person, employee or applicant for employment because of race, color, religion, creed, national origin, age, sex, sexual orientation, disability/handicap or veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors or subcontractors.

20. Work In Harmony

The MUNICIPALITY agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA on or adjacent to the Premises.

21. Assignment

The MUNICIPALITY shall not, without the prior written consent of the MBTA, transfer or assign this Lease or any part hereof. Such consent may be withheld in the sole discretion of the MBTA.

22. Entire Agreement

This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, each for itself, its successors and assigns, have caused these presents to be executed, as a sealed instrument, by its officers, thereunto duly authorized.

Approved as to Form:

TOWN OF NEEDHAM

[Signature]
Town Counsel

BY: [Signature]
Kate Fitzpatrick 12-2-2013
Town Manager

Approved as to Form:

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

[Signature]
Paige Scott Reed
General Counsel MassDOT and MBTA

BY: [Signature]
Beverly A. Scott, Ph.D
General Manager and
Rail and Transit Administrator

COMMONWEALTH OF MASSACHUSETTS

Norfolk
~~Suffolk~~, ss.

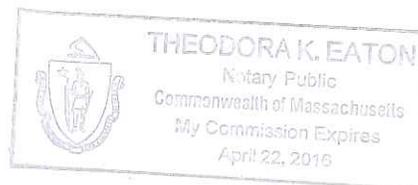
Dec 2, 2013

On this 2nd day of Dec, 2013 before me, the undersigned notary public, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding page, and acknowledged to me that he signed it voluntarily for its stated purpose as Town Manager of the Town of Needham.

[Signature]
Notary Public

Print Name: Theodora K. Eaton

My Commission expires: April 22, 2016

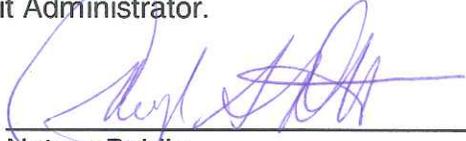


COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

24, 2014

On this 24 day of February, 2014 before me, the undersigned notary public, personally appeared, Beverly A. Scott, Ph. D., proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding page, and acknowledged to me that she signed it voluntarily for its stated purpose as MBTA General Manager and Rail & Transit Administrator.



Notary Public

Print Name: CHERYL ROBINSON

My Commission Expires: 3/14/14

EXHIBIT A
PROPERTY DESCRIPTION



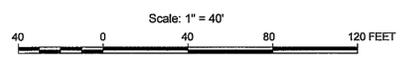
TOWN OF NEEDHAM PROPOSED BAY COLONY RAIL TRAIL



Scale: 1" = 400'
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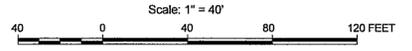
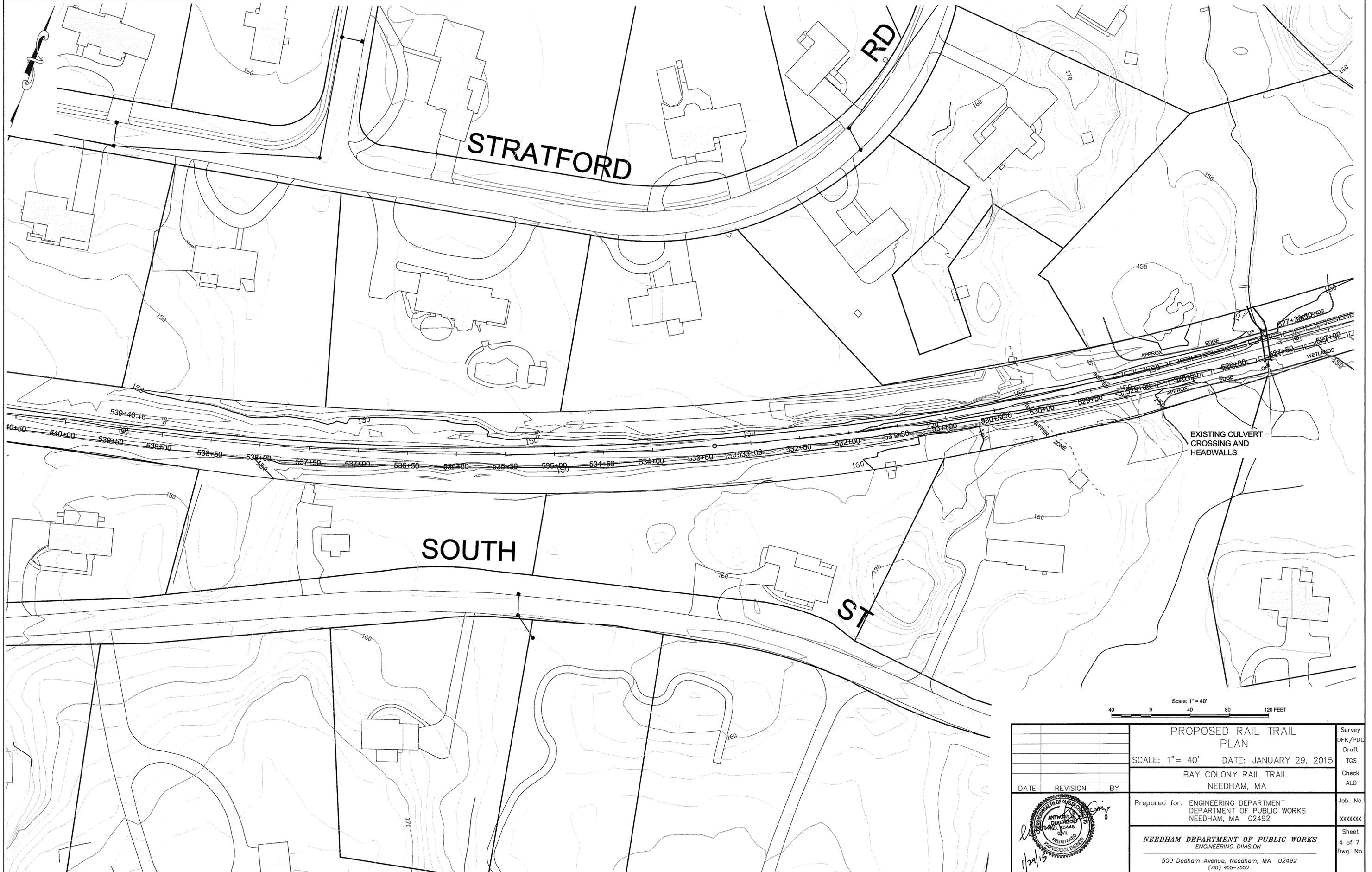
JANUARY 29, 2015

let
1/29/15

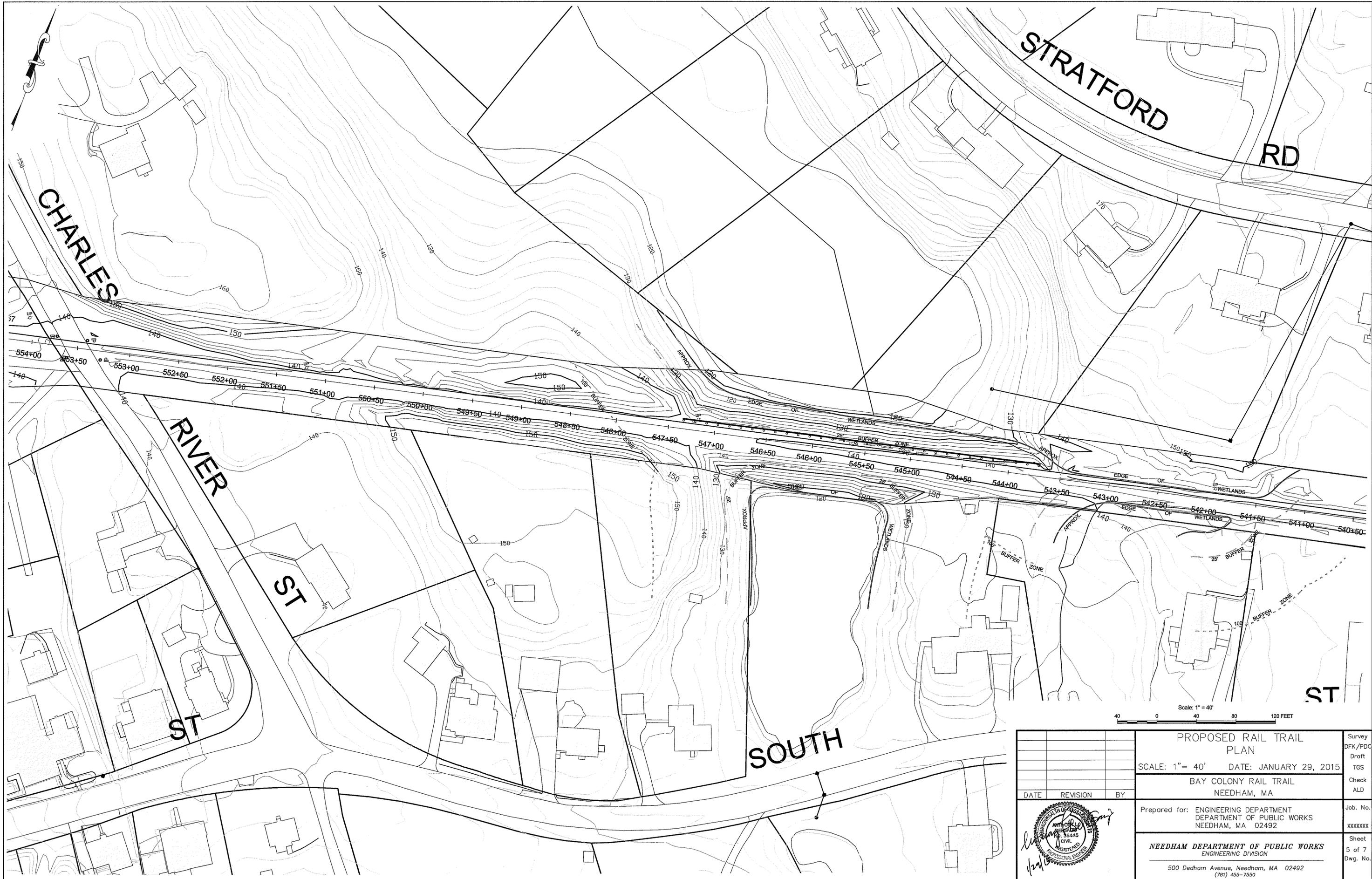


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			BAY COLONY RAIL TRAIL NEEDHAM, MA		Draft
					TCS
					Check
					ALD
DATE	REVISION	BY	Prepared for: ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS NEEDHAM, MA 02492		Job. No. XXXXXX
			NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		Sheet 3 of 7
			500 Dedham Avenue, Needham, MA 02492 (781) 455-7550		Dwg. No.



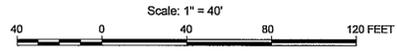
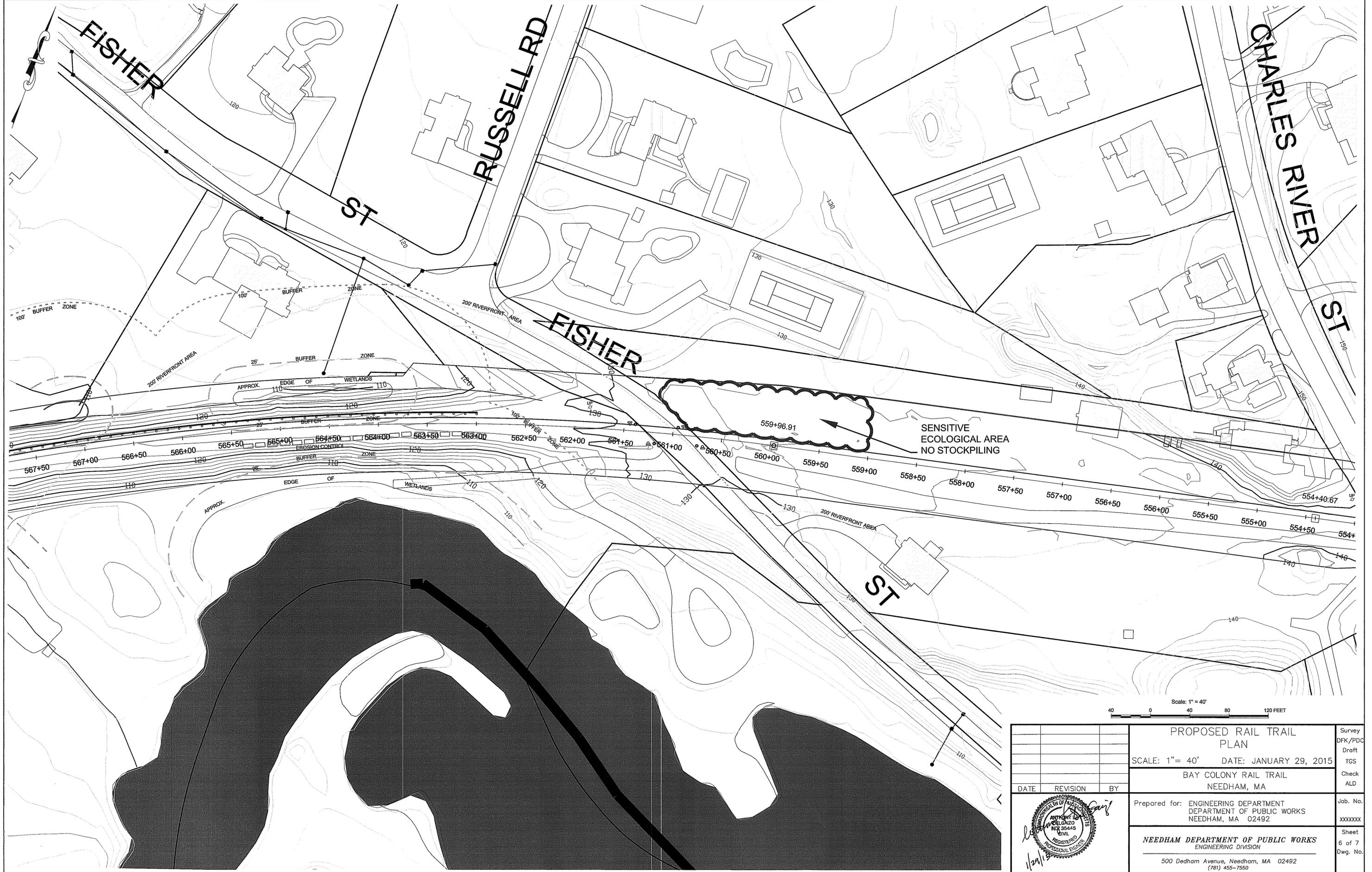


			PROPOSED RAIL TRAIL PLAN		Survey DFK/PDC
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DATE	REVISION	BY	Prepared for: ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS NEEDHAM, MA 02492		Job. No. XXXXXX
			NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		Sheet 4 of 7
			500 Dedham Avenue, Needham, MA 02492 (781) 455-7550		Dwg. No.

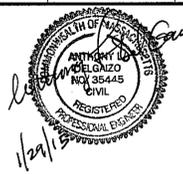


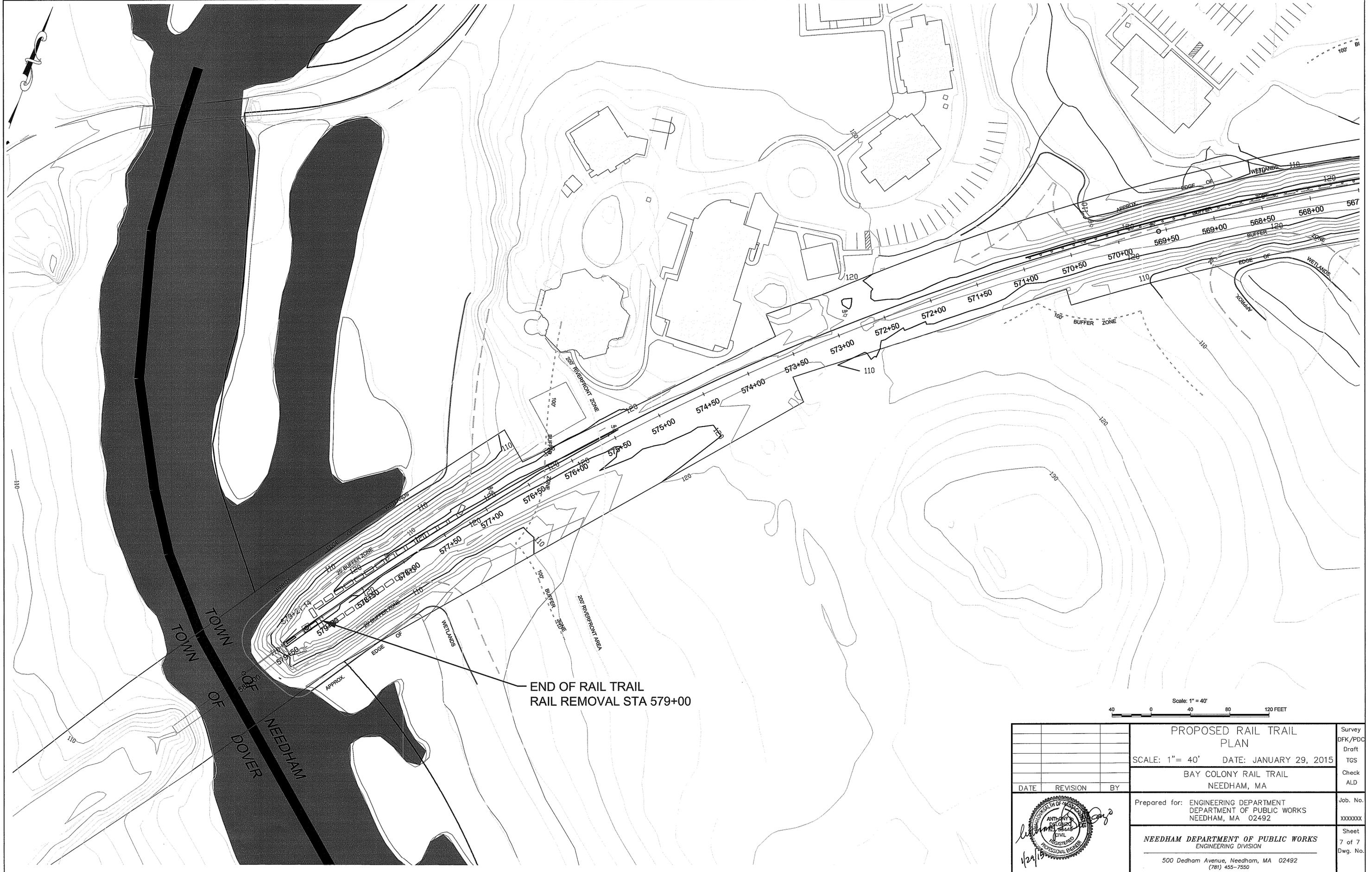
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			PROPOSED RAIL TRAIL PLAN		Survey DFK/PDC
			SCALE: 1" = 40' DATE: JANUARY 29, 2015		Draft TGS
			BAY COLONY RAIL TRAIL NEEDHAM, MA		Check ALD
DATE	REVISION	BY	Prepared for: ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS NEEDHAM, MA 02492		Job. No. XXXXXX
			NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		Sheet 5 of 7
			500 Dedham Avenue, Needham, MA 02492 (781) 455-7550		Dwg. No.

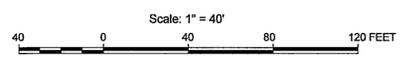


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			SCALE: 1" = 40' DATE: JANUARY 29, 2015		Draft TGS
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DATE	REVISION	BY	Prepared for: ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS NEEDHAM, MA 02492		Job. No. xxxxxxx
			NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		Sheet 6 of 7 Dwg. No.
			500 Dedham Avenue, Needham, MA 02492 (781) 455-7550		

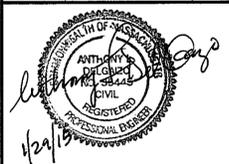




END OF RAIL TRAIL
RAIL REMOVAL STA 579+00



			PROPOSED RAIL TRAIL PLAN		Survey DFK/PDC
			SCALE: 1" = 40' DATE: JANUARY 29, 2015		Draft TGS
			BAY COLONY RAIL TRAIL NEEDHAM, MA		Check ALD
DATE	REVISION	BY	Prepared for: ENGINEERING DEPARTMENT DEPARTMENT OF PUBLIC WORKS NEEDHAM, MA 02492		Job. No. XXXXXX
			NEEDHAM DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		Sheet 7 of 7 Dwg. No.
			500 Dedham Avenue, Needham, MA 02492 (781) 455-7550		





CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RONALD L. WALKER, II
Secretary

HEATHER E. ROWE
Director

Awarding Authority: Town of Needham
Contract Number: 15DPW173C **City/Town:** NEEDHAM
Description of Work: Furnish all necessary labor, equipment, delivery, and supplies required to remove steel rails and ties from 1.7 miles of leased MBTA land to prepare for the installation of a community rail trail.
Job Location: Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$32.40	\$9.91	\$9.33	\$0.00	\$51.64
	06/01/2015	\$32.75	\$9.91	\$9.33	\$0.00	\$51.99
	08/01/2015	\$32.75	\$10.41	\$9.33	\$0.00	\$52.49
	12/01/2015	\$32.75	\$10.41	\$10.08	\$0.00	\$53.24
	06/01/2016	\$33.25	\$10.41	\$10.08	\$0.00	\$53.74
	08/01/2016	\$33.25	\$10.91	\$10.08	\$0.00	\$54.24
	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$32.47	\$9.91	\$9.33	\$0.00	\$51.71
	06/01/2015	\$32.82	\$9.91	\$9.33	\$0.00	\$52.06
	08/01/2015	\$32.82	\$10.41	\$9.33	\$0.00	\$52.56
	12/01/2015	\$32.82	\$10.41	\$10.08	\$0.00	\$53.31
	06/01/2016	\$33.32	\$10.41	\$10.08	\$0.00	\$53.81
	08/01/2016	\$33.32	\$10.91	\$10.08	\$0.00	\$54.31
	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$32.59	\$9.91	\$9.33	\$0.00	\$51.83
	06/01/2015	\$32.94	\$9.91	\$9.33	\$0.00	\$52.18
	08/01/2015	\$32.94	\$10.41	\$9.33	\$0.00	\$52.68
	12/01/2015	\$32.94	\$10.41	\$10.08	\$0.00	\$53.43
	06/01/2016	\$33.44	\$10.41	\$10.08	\$0.00	\$53.93
	08/01/2016	\$33.44	\$10.91	\$10.08	\$0.00	\$54.43
	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
	02/01/2015	\$48.96	\$10.18	\$18.50	\$0.00	\$77.64
	08/01/2015	\$49.86	\$10.18	\$18.57	\$0.00	\$78.61
	02/01/2016	\$50.43	\$10.18	\$18.57	\$0.00	\$79.18
	08/01/2016	\$51.33	\$10.18	\$18.65	\$0.00	\$80.16
	02/01/2017	\$51.90	\$10.18	\$18.65	\$0.00	\$80.73

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.22	\$0.00	\$52.88
2	60	\$29.38	\$10.18	\$18.22	\$0.00	\$57.78
3	70	\$34.27	\$10.18	\$18.22	\$0.00	\$62.67
4	80	\$39.17	\$10.18	\$18.22	\$0.00	\$67.57
5	90	\$44.06	\$10.18	\$18.22	\$0.00	\$72.46

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.50	\$0.00	\$53.16
2	60	\$29.38	\$10.18	\$18.50	\$0.00	\$58.06
3	70	\$34.27	\$10.18	\$18.50	\$0.00	\$62.95
4	80	\$39.17	\$10.18	\$18.50	\$0.00	\$67.85
5	90	\$44.06	\$10.18	\$18.50	\$0.00	\$72.74

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2014	\$35.70	\$7.30	\$13.15	\$0.00	\$56.15
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2015	\$36.45	\$7.30	\$13.15	\$0.00	\$56.90
	12/01/2015	\$37.20	\$7.30	\$13.15	\$0.00	\$57.65
	06/01/2016	\$37.95	\$7.30	\$13.15	\$0.00	\$58.40
	12/01/2016	\$38.95	\$7.30	\$13.15	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
<i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2014	\$35.35	\$9.80	\$16.11	\$0.00	\$61.26
	03/01/2015	\$36.12	\$9.80	\$16.11	\$0.00	\$62.03

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.68	\$9.80	\$1.57	\$0.00	\$29.05
2	60	\$21.21	\$9.80	\$1.57	\$0.00	\$32.58
3	70	\$24.75	\$9.80	\$11.40	\$0.00	\$45.95
4	75	\$26.51	\$9.80	\$11.40	\$0.00	\$47.71
5	80	\$28.28	\$9.80	\$12.97	\$0.00	\$51.05
6	80	\$28.28	\$9.80	\$12.97	\$0.00	\$51.05
7	90	\$31.82	\$9.80	\$14.54	\$0.00	\$56.16
8	90	\$31.82	\$9.80	\$14.54	\$0.00	\$56.16

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$9.80	\$1.57	\$0.00	\$29.43
2	60	\$21.67	\$9.80	\$1.57	\$0.00	\$33.04
3	70	\$25.28	\$9.80	\$11.40	\$0.00	\$46.48
4	75	\$27.09	\$9.80	\$11.40	\$0.00	\$48.29
5	80	\$28.90	\$9.80	\$12.97	\$0.00	\$51.67
6	80	\$28.90	\$9.80	\$12.97	\$0.00	\$51.67
7	90	\$32.51	\$9.80	\$14.54	\$0.00	\$56.85
8	90	\$32.51	\$9.80	\$14.54	\$0.00	\$56.85

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	01/01/2015	\$46.27	\$10.90	\$18.71	\$1.30	\$77.18
	07/01/2015	\$47.15	\$10.90	\$18.71	\$1.30	\$78.06
	01/01/2016	\$47.81	\$10.90	\$18.71	\$1.30	\$78.72

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.14	\$10.90	\$12.21	\$1.30	\$47.55
2	60	\$27.76	\$10.90	\$13.71	\$1.30	\$53.67
3	65	\$30.08	\$10.90	\$14.71	\$1.30	\$56.99
4	70	\$32.39	\$10.90	\$15.71	\$1.30	\$60.30
5	75	\$34.70	\$10.90	\$16.71	\$1.30	\$63.61
6	80	\$37.02	\$10.90	\$17.71	\$1.30	\$66.93
7	90	\$41.64	\$10.90	\$18.71	\$1.30	\$72.55

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.58	\$10.90	\$12.21	\$1.30	\$47.99
2	60	\$28.29	\$10.90	\$13.71	\$1.30	\$54.20
3	65	\$30.65	\$10.90	\$14.71	\$1.30	\$57.56
4	70	\$33.01	\$10.90	\$15.71	\$1.30	\$60.92
5	75	\$35.36	\$10.90	\$16.71	\$1.30	\$64.27
6	80	\$37.72	\$10.90	\$17.71	\$1.30	\$67.63
7	90	\$42.44	\$10.90	\$18.71	\$1.30	\$73.35

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2014	\$43.39	\$10.00	\$14.30	\$0.00	\$67.69
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$44.14	\$10.00	\$14.30	\$0.00	\$68.44
	12/01/2015	\$45.39	\$10.00	\$14.30	\$0.00	\$69.69
	06/01/2016	\$46.14	\$10.00	\$14.30	\$0.00	\$70.44
	12/01/2016	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	06/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
	12/01/2017	\$49.39	\$10.00	\$14.30	\$0.00	\$73.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.28	\$7.85	\$0.00	\$0.00	\$32.13
2	55	\$26.71	\$7.85	\$3.66	\$0.00	\$38.22
3	60	\$29.14	\$7.85	\$3.99	\$0.00	\$40.98
4	65	\$31.56	\$7.85	\$4.32	\$0.00	\$43.73
5	70	\$33.99	\$7.85	\$14.11	\$0.00	\$55.95
6	75	\$36.42	\$7.85	\$14.44	\$0.00	\$58.71
7	80	\$38.85	\$7.85	\$14.77	\$0.00	\$61.47
8	90	\$43.70	\$7.85	\$15.44	\$0.00	\$66.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2014	\$34.75	\$7.30	\$12.95	\$0.00	\$55.00
	06/01/2015	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	12/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.75	\$7.30	\$12.95	\$0.00	\$56.00
	06/01/2015	\$36.50	\$7.30	\$12.95	\$0.00	\$56.75
	12/01/2015	\$37.25	\$7.30	\$12.95	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	06/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
	12/01/2015	\$37.00	\$7.30	\$12.95	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.75	\$7.30	\$12.95	\$0.00	\$56.00
	06/01/2015	\$36.50	\$7.30	\$12.95	\$0.00	\$56.75
	12/01/2015	\$37.25	\$7.30	\$12.95	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	06/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
	12/01/2015	\$37.00	\$7.30	\$12.95	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2014	\$34.75	\$7.30	\$12.95	\$0.00	\$55.00
	06/01/2015	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	12/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
2	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
3	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
4	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
5	50	\$22.40	\$13.00	\$11.67	\$0.00	\$47.07
6	55	\$24.63	\$13.00	\$12.01	\$0.00	\$49.64
7	60	\$26.87	\$13.00	\$12.35	\$0.00	\$52.22
8	65	\$29.11	\$13.00	\$12.68	\$0.00	\$54.79
9	70	\$31.35	\$13.00	\$13.02	\$0.00	\$57.37
10	75	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
2	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
3	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
4	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
5	50	\$22.59	\$13.00	\$11.97	\$0.00	\$47.56
6	55	\$24.84	\$13.00	\$12.32	\$0.00	\$50.16
7	60	\$27.10	\$13.00	\$12.66	\$0.00	\$52.76
8	65	\$29.36	\$13.00	\$13.00	\$0.00	\$55.36
9	70	\$31.62	\$13.00	\$13.34	\$0.00	\$57.96
10	75	\$33.88	\$13.00	\$13.69	\$0.00	\$60.57

Notes :
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2014	\$39.59	\$10.00	\$14.18	\$0.00	\$63.77
	05/01/2015	\$40.32	\$10.00	\$14.18	\$0.00	\$64.50
	11/01/2015	\$40.90	\$10.00	\$14.18	\$0.00	\$65.08
	05/01/2016	\$41.79	\$10.00	\$14.18	\$0.00	\$65.97
	11/01/2016	\$42.38	\$10.00	\$14.18	\$0.00	\$66.56
	05/01/2017	\$43.26	\$10.00	\$14.18	\$0.00	\$67.44
	11/01/2017	\$43.99	\$10.00	\$14.18	\$0.00	\$68.17
	05/01/2018	\$44.70	\$10.00	\$14.18	\$0.00	\$68.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2014	\$41.02	\$10.00	\$14.18	\$0.00	\$65.20
	05/01/2015	\$41.75	\$10.00	\$14.18	\$0.00	\$65.93
	11/01/2015	\$42.34	\$10.00	\$14.18	\$0.00	\$66.52
	05/01/2016	\$43.23	\$10.00	\$14.18	\$0.00	\$67.41
	11/01/2016	\$43.83	\$10.00	\$14.18	\$0.00	\$68.01
	05/01/2017	\$44.72	\$10.00	\$14.18	\$0.00	\$68.90
	11/01/2017	\$45.45	\$10.00	\$14.18	\$0.00	\$69.63
	05/01/2018	\$46.17	\$10.00	\$14.18	\$0.00	\$70.35

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2014	\$21.35	\$10.00	\$14.18	\$0.00	\$45.53
	05/01/2015	\$21.78	\$10.00	\$14.18	\$0.00	\$45.96
	11/01/2015	\$22.12	\$10.00	\$14.18	\$0.00	\$46.30
	05/01/2016	\$22.64	\$10.00	\$14.18	\$0.00	\$46.82
	11/01/2016	\$22.99	\$10.00	\$14.18	\$0.00	\$47.17
	05/01/2017	\$23.52	\$10.00	\$14.18	\$0.00	\$47.70
	11/01/2017	\$23.94	\$10.00	\$14.18	\$0.00	\$48.12
	05/01/2018	\$24.37	\$10.00	\$14.18	\$0.00	\$48.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$35.33	\$10.00	\$14.30	\$0.00	\$59.63
	06/01/2015	\$35.95	\$10.00	\$14.30	\$0.00	\$60.25
	12/01/2015	\$37.00	\$10.00	\$14.30	\$0.00	\$61.30
	06/01/2016	\$37.62	\$10.00	\$14.30	\$0.00	\$61.92
	12/01/2016	\$38.66	\$10.00	\$14.30	\$0.00	\$62.96
	06/01/2017	\$39.50	\$10.00	\$14.30	\$0.00	\$63.80
	12/01/2017	\$40.33	\$10.00	\$14.30	\$0.00	\$64.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2014	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	06/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	06/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$9.80	\$1.79	\$0.00	\$31.79
2	55	\$22.22	\$9.80	\$1.79	\$0.00	\$33.81
3	60	\$24.24	\$9.80	\$11.84	\$0.00	\$45.88
4	65	\$26.26	\$9.80	\$11.84	\$0.00	\$47.90
5	70	\$28.28	\$9.80	\$13.63	\$0.00	\$51.71
6	75	\$30.30	\$9.80	\$13.63	\$0.00	\$53.73
7	80	\$32.32	\$9.80	\$15.42	\$0.00	\$57.54
8	85	\$34.34	\$9.80	\$15.42	\$0.00	\$59.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
<i>GLAZIERS LOCAL 35 (ZONE 2)</i>	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.03	\$7.85	\$0.00	\$0.00	\$26.88
2	55	\$20.93	\$7.85	\$3.66	\$0.00	\$32.44
3	60	\$22.84	\$7.85	\$3.99	\$0.00	\$34.68
4	65	\$24.74	\$7.85	\$4.32	\$0.00	\$36.91
5	70	\$26.64	\$7.85	\$14.11	\$0.00	\$48.60
6	75	\$28.55	\$7.85	\$14.44	\$0.00	\$50.84
7	80	\$30.45	\$7.85	\$14.77	\$0.00	\$53.07
8	90	\$34.25	\$7.85	\$15.44	\$0.00	\$57.54

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.31	\$10.00	\$0.00	\$0.00	\$33.31
2	60	\$25.43	\$10.00	\$14.30	\$0.00	\$49.73
3	65	\$27.55	\$10.00	\$14.30	\$0.00	\$51.85
4	70	\$29.67	\$10.00	\$14.30	\$0.00	\$53.97
5	75	\$31.79	\$10.00	\$14.30	\$0.00	\$56.09
6	80	\$33.91	\$10.00	\$14.30	\$0.00	\$58.21
7	85	\$36.03	\$10.00	\$14.30	\$0.00	\$60.33
8	90	\$38.15	\$10.00	\$14.30	\$0.00	\$62.45

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.73	\$10.00	\$0.00	\$0.00	\$33.73
2	60	\$25.88	\$10.00	\$14.30	\$0.00	\$50.18
3	65	\$28.04	\$10.00	\$14.30	\$0.00	\$52.34
4	70	\$30.20	\$10.00	\$14.30	\$0.00	\$54.50
5	75	\$32.36	\$10.00	\$14.30	\$0.00	\$56.66
6	80	\$34.51	\$10.00	\$14.30	\$0.00	\$58.81
7	85	\$36.67	\$10.00	\$14.30	\$0.00	\$60.97
8	90	\$38.83	\$10.00	\$14.30	\$0.00	\$63.13

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2014	\$43.31	\$11.25	\$12.60	\$0.00	\$67.16

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.66	\$11.25	\$9.35	\$0.00	\$42.26
2	60	\$25.99	\$11.25	\$10.00	\$0.00	\$47.24
3	70	\$30.32	\$11.25	\$10.65	\$0.00	\$52.22
4	80	\$34.65	\$11.25	\$11.30	\$0.00	\$57.20

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2014	\$41.19	\$7.70	\$19.25	\$0.00	\$68.14
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$7.70	\$19.25	\$0.00	\$51.66
2	70	\$28.83	\$7.70	\$19.25	\$0.00	\$55.78
3	75	\$30.89	\$7.70	\$19.25	\$0.00	\$57.84
4	80	\$32.95	\$7.70	\$19.25	\$0.00	\$59.90
5	85	\$35.01	\$7.70	\$19.25	\$0.00	\$61.96
6	90	\$37.07	\$7.70	\$19.25	\$0.00	\$64.02

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.39	\$7.30	\$12.30	\$0.00	\$37.99
2	70	\$21.46	\$7.30	\$12.30	\$0.00	\$41.06
3	80	\$24.52	\$7.30	\$12.30	\$0.00	\$44.12
4	90	\$27.59	\$7.30	\$12.30	\$0.00	\$47.19

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.69	\$7.30	\$12.30	\$0.00	\$38.29
2	70	\$21.81	\$7.30	\$12.30	\$0.00	\$41.41
3	80	\$24.92	\$7.30	\$12.30	\$0.00	\$44.52
4	90	\$28.04	\$7.30	\$12.30	\$0.00	\$47.64

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.85	\$7.30	\$12.25	\$0.00	\$50.40
	06/01/2015	\$31.35	\$7.30	\$12.25	\$0.00	\$50.90
	12/01/2015	\$31.85	\$7.30	\$12.25	\$0.00	\$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2014	\$37.37	\$10.18	\$16.90	\$0.00	\$64.45
	02/01/2015	\$37.37	\$10.18	\$17.18	\$0.00	\$64.73
	08/01/2015	\$38.08	\$10.18	\$17.25	\$0.00	\$65.51
	02/01/2016	\$38.53	\$10.18	\$17.25	\$0.00	\$65.96
	08/01/2016	\$39.23	\$10.18	\$17.33	\$0.00	\$66.74
	02/01/2017	\$39.69	\$10.18	\$17.33	\$0.00	\$67.20

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$16.90	\$0.00	\$45.77
2	60	\$22.42	\$10.18	\$16.90	\$0.00	\$49.50
3	70	\$26.16	\$10.18	\$16.90	\$0.00	\$53.24
4	80	\$29.90	\$10.18	\$16.90	\$0.00	\$56.98
5	90	\$33.63	\$10.18	\$16.90	\$0.00	\$60.71

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$17.18	\$0.00	\$46.05
2	60	\$22.42	\$10.18	\$17.18	\$0.00	\$49.78
3	70	\$26.16	\$10.18	\$17.18	\$0.00	\$53.52
4	80	\$29.90	\$10.18	\$17.18	\$0.00	\$57.26
5	90	\$33.63	\$10.18	\$17.18	\$0.00	\$60.99

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2014	\$49.00	\$10.18	\$18.22	\$0.00	\$77.40
	02/01/2015	\$49.00	\$10.18	\$18.50	\$0.00	\$77.68
	08/01/2015	\$49.90	\$10.18	\$18.57	\$0.00	\$78.65
	02/01/2016	\$50.47	\$10.18	\$18.57	\$0.00	\$79.22
	08/01/2016	\$51.37	\$10.18	\$18.65	\$0.00	\$80.20
	02/01/2017	\$51.94	\$10.18	\$18.65	\$0.00	\$80.77

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.22	\$0.00	\$52.90
2	60	\$29.40	\$10.18	\$18.22	\$0.00	\$57.80
3	70	\$34.30	\$10.18	\$18.22	\$0.00	\$62.70
4	80	\$39.20	\$10.18	\$18.22	\$0.00	\$67.60
5	90	\$44.10	\$10.18	\$18.22	\$0.00	\$72.50

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.50	\$0.00	\$53.18
2	60	\$29.40	\$10.18	\$18.50	\$0.00	\$58.08
3	70	\$34.30	\$10.18	\$18.50	\$0.00	\$62.98
4	80	\$39.20	\$10.18	\$18.50	\$0.00	\$67.88
5	90	\$44.10	\$10.18	\$18.50	\$0.00	\$72.78

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	10/01/2014	\$36.68	\$9.80	\$16.21	\$0.00	\$62.69
	04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.17	\$9.80	\$4.48	\$0.00	\$34.45
2	65	\$23.84	\$9.80	\$13.36	\$0.00	\$47.00
3	75	\$27.51	\$9.80	\$14.18	\$0.00	\$51.49
4	85	\$31.18	\$9.80	\$14.99	\$0.00	\$55.97

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.70	\$9.80	\$4.48	\$0.00	\$34.98
2	65	\$24.47	\$9.80	\$13.36	\$0.00	\$47.63
3	75	\$28.23	\$9.80	\$14.18	\$0.00	\$52.21
4	85	\$31.99	\$9.80	\$14.99	\$0.00	\$56.78

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2014	\$21.90	\$10.00	\$14.30	\$0.00	\$46.20
	06/01/2015	\$22.28	\$10.00	\$14.30	\$0.00	\$46.58
	12/01/2015	\$22.93	\$10.00	\$14.30	\$0.00	\$47.23
	06/01/2016	\$23.32	\$10.00	\$14.30	\$0.00	\$47.62
	12/01/2016	\$23.97	\$10.00	\$14.30	\$0.00	\$48.27
	06/01/2017	\$24.48	\$10.00	\$14.30	\$0.00	\$48.78
	12/01/2017	\$25.00	\$10.00	\$14.30	\$0.00	\$49.30

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2014	\$25.54	\$10.00	\$14.30	\$0.00	\$49.84
	06/01/2015	\$25.99	\$10.00	\$14.30	\$0.00	\$50.29
	12/01/2015	\$26.74	\$10.00	\$14.30	\$0.00	\$51.04
	06/01/2016	\$27.20	\$10.00	\$14.30	\$0.00	\$51.50
	12/01/2016	\$27.95	\$10.00	\$14.30	\$0.00	\$52.25
	06/01/2017	\$28.55	\$10.00	\$14.30	\$0.00	\$52.85
	12/01/2017	\$29.16	\$10.00	\$14.30	\$0.00	\$53.46

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.28	\$7.85	\$0.00	\$0.00	\$32.13
2	55	\$26.71	\$7.85	\$3.66	\$0.00	\$38.22
3	60	\$29.14	\$7.85	\$3.99	\$0.00	\$40.98
4	65	\$31.56	\$7.85	\$4.32	\$0.00	\$43.73
5	70	\$33.99	\$7.85	\$14.11	\$0.00	\$55.95
6	75	\$36.42	\$7.85	\$14.44	\$0.00	\$58.71
7	80	\$38.85	\$7.85	\$14.77	\$0.00	\$61.47
8	90	\$43.70	\$7.85	\$15.44	\$0.00	\$66.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2015	\$38.56	\$7.85	\$16.10	\$0.00	\$62.51
	07/01/2015	\$39.46	\$7.85	\$16.10	\$0.00	\$63.41
	01/01/2016	\$40.41	\$7.85	\$16.10	\$0.00	\$64.36
	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$7.85	\$0.00	\$0.00	\$27.13
2	55	\$21.21	\$7.85	\$3.66	\$0.00	\$32.72
3	60	\$23.14	\$7.85	\$3.99	\$0.00	\$34.98
4	65	\$25.06	\$7.85	\$4.32	\$0.00	\$37.23
5	70	\$26.99	\$7.85	\$14.11	\$0.00	\$48.95
6	75	\$28.92	\$7.85	\$14.44	\$0.00	\$51.21
7	80	\$30.85	\$7.85	\$14.77	\$0.00	\$53.47
8	90	\$34.70	\$7.85	\$15.44	\$0.00	\$57.99

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.73	\$7.85	\$0.00	\$0.00	\$27.58
2	55	\$21.70	\$7.85	\$3.66	\$0.00	\$33.21
3	60	\$23.68	\$7.85	\$3.99	\$0.00	\$35.52
4	65	\$25.65	\$7.85	\$4.32	\$0.00	\$37.82
5	70	\$27.62	\$7.85	\$14.11	\$0.00	\$49.58
6	75	\$29.60	\$7.85	\$14.44	\$0.00	\$51.89
7	80	\$31.57	\$7.85	\$14.77	\$0.00	\$54.19
8	90	\$35.51	\$7.85	\$15.44	\$0.00	\$58.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2015	\$36.62	\$7.85	\$16.10	\$0.00	\$60.57
PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$37.52	\$7.85	\$16.10	\$0.00	\$61.47
	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.31	\$7.85	\$0.00	\$0.00	\$26.16
2	55	\$20.14	\$7.85	\$3.66	\$0.00	\$31.65
3	60	\$21.97	\$7.85	\$3.99	\$0.00	\$33.81
4	65	\$23.80	\$7.85	\$4.32	\$0.00	\$35.97
5	70	\$25.63	\$7.85	\$14.11	\$0.00	\$47.59
6	75	\$27.47	\$7.85	\$14.44	\$0.00	\$49.76
7	80	\$29.30	\$7.85	\$14.77	\$0.00	\$51.92
8	90	\$32.96	\$7.85	\$15.44	\$0.00	\$56.25

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.76	\$7.85	\$0.00	\$0.00	\$26.61
2	55	\$20.64	\$7.85	\$3.66	\$0.00	\$32.15
3	60	\$22.51	\$7.85	\$3.99	\$0.00	\$34.35
4	65	\$24.39	\$7.85	\$4.32	\$0.00	\$36.56
5	70	\$26.26	\$7.85	\$14.11	\$0.00	\$48.22
6	75	\$28.14	\$7.85	\$14.44	\$0.00	\$50.43
7	80	\$30.02	\$7.85	\$14.77	\$0.00	\$52.64
8	90	\$33.77	\$7.85	\$15.44	\$0.00	\$57.06

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
LABORERS - ZONE 2	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.03	\$7.85	\$0.00	\$0.00	\$26.88
2	55	\$20.93	\$7.85	\$3.66	\$0.00	\$32.44
3	60	\$22.84	\$7.85	\$3.99	\$0.00	\$34.68
4	65	\$24.74	\$7.85	\$4.32	\$0.00	\$36.91
5	70	\$26.64	\$7.85	\$14.11	\$0.00	\$48.60
6	75	\$28.55	\$7.85	\$14.44	\$0.00	\$50.84
7	80	\$30.45	\$7.85	\$14.77	\$0.00	\$53.07
8	90	\$34.25	\$7.85	\$15.44	\$0.00	\$57.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2015	\$35.22	\$7.85	\$16.10	\$0.00	\$59.17
PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$36.12	\$7.85	\$16.10	\$0.00	\$60.07
	01/01/2016	\$37.07	\$7.85	\$16.10	\$0.00	\$61.02
	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.61	\$7.85	\$0.00	\$0.00	\$25.46
2	55	\$19.37	\$7.85	\$3.66	\$0.00	\$30.88
3	60	\$21.13	\$7.85	\$3.99	\$0.00	\$32.97
4	65	\$22.89	\$7.85	\$4.32	\$0.00	\$35.06
5	70	\$24.65	\$7.85	\$14.11	\$0.00	\$46.61
6	75	\$26.42	\$7.85	\$14.44	\$0.00	\$48.71
7	80	\$28.18	\$7.85	\$14.77	\$0.00	\$50.80
8	90	\$31.70	\$7.85	\$15.44	\$0.00	\$54.99

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$7.85	\$0.00	\$0.00	\$25.91
2	55	\$19.87	\$7.85	\$3.66	\$0.00	\$31.38
3	60	\$21.67	\$7.85	\$3.99	\$0.00	\$33.51
4	65	\$23.48	\$7.85	\$4.32	\$0.00	\$35.65
5	70	\$25.28	\$7.85	\$14.11	\$0.00	\$47.24
6	75	\$27.09	\$7.85	\$14.44	\$0.00	\$49.38
7	80	\$28.90	\$7.85	\$14.77	\$0.00	\$51.52
8	90	\$32.51	\$7.85	\$15.44	\$0.00	\$55.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	06/01/2015	\$32.58	\$9.91	\$9.33	\$0.00	\$51.82
	08/01/2015	\$32.58	\$10.41	\$9.33	\$0.00	\$52.32
	12/01/2015	\$32.58	\$10.41	\$10.08	\$0.00	\$53.07
	06/01/2016	\$33.08	\$10.41	\$10.08	\$0.00	\$53.57
	08/01/2016	\$33.08	\$10.91	\$10.08	\$0.00	\$54.07
	12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.55	\$9.80	\$18.17	\$0.00	\$49.52
2	60	\$25.86	\$9.80	\$18.17	\$0.00	\$53.83
3	70	\$30.17	\$9.80	\$18.17	\$0.00	\$58.14
4	75	\$32.33	\$9.80	\$18.17	\$0.00	\$60.30
5	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
6	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
7	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76
8	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.48	\$9.20	\$7.50	\$0.00	\$36.18
2	45	\$21.91	\$9.20	\$16.64	\$0.00	\$47.75
3	60	\$29.21	\$9.20	\$16.64	\$0.00	\$55.05
4	70	\$34.08	\$9.20	\$16.64	\$0.00	\$59.92
5	80	\$38.95	\$9.20	\$16.64	\$0.00	\$64.79

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.88	\$9.20	\$7.50	\$0.00	\$36.58
2	45	\$22.36	\$9.20	\$16.64	\$0.00	\$48.20
3	60	\$29.81	\$9.20	\$16.64	\$0.00	\$55.65
4	70	\$34.78	\$9.20	\$16.64	\$0.00	\$60.62
5	80	\$39.75	\$9.20	\$16.64	\$0.00	\$65.59

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.38	\$10.32	\$5.42	\$0.00	\$33.12
2	40	\$19.86	\$10.32	\$6.13	\$0.00	\$36.31
3	55	\$27.31	\$10.32	\$8.23	\$0.00	\$45.86
4	65	\$32.28	\$10.32	\$9.64	\$0.00	\$52.24
5	75	\$37.25	\$10.32	\$11.04	\$0.00	\$58.61

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.73	\$10.32	\$5.42	\$0.00	\$33.47
2	40	\$20.26	\$10.32	\$6.11	\$0.00	\$36.69
3	55	\$27.86	\$10.32	\$8.22	\$0.00	\$46.40
4	65	\$32.93	\$10.32	\$9.62	\$0.00	\$52.87
5	75	\$38.00	\$10.32	\$11.03	\$0.00	\$59.35

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$55.42 Step5 with lic\$61.79

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	12/01/2014	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
LABORERS - ZONE 2	06/01/2015	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2015	\$32.65	\$7.30	\$12.30	\$0.00	\$52.25
	06/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
	12/01/2016	\$33.90	\$7.30	\$12.30	\$0.00	\$53.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25b</i>	07/01/2014	\$27.73	\$7.73	\$8.65	\$0.00	\$44.11
	05/01/2015	\$27.88	\$7.73	\$8.92	\$0.00	\$44.53
	07/01/2015	\$27.88	\$7.98	\$8.92	\$0.00	\$44.78
	05/01/2016	\$28.03	\$7.98	\$9.31	\$0.00	\$45.32
	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	07/01/2014	\$29.03	\$7.73	\$8.65	\$0.00	\$45.41
	05/01/2015	\$29.18	\$7.73	\$8.92	\$0.00	\$45.83
	07/01/2015	\$29.18	\$7.98	\$8.92	\$0.00	\$46.08
	05/01/2016	\$29.33	\$7.98	\$9.31	\$0.00	\$46.62
	07/01/2016	\$29.33	\$8.23	\$9.31	\$0.00	\$46.87
	05/01/2017	\$29.48	\$8.23	\$9.72	\$0.00	\$47.43
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	\$6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	\$6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	\$6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	\$6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	\$6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	\$6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2014	\$39.21	\$10.50	\$11.60	\$0.00	\$61.31
	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
	08/01/2015	\$41.01	\$10.50	\$11.60	\$0.00	\$63.11
	02/01/2016	\$41.91	\$10.50	\$11.60	\$0.00	\$64.01

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$10.50	\$3.38	\$0.00	\$33.49
2	60	\$23.53	\$10.50	\$11.60	\$0.00	\$45.63
3	65	\$25.49	\$10.50	\$11.60	\$0.00	\$47.59
4	75	\$29.41	\$10.50	\$11.60	\$0.00	\$51.51
5	85	\$33.33	\$10.50	\$11.60	\$0.00	\$55.43

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.50	\$3.38	\$0.00	\$33.94
2	60	\$24.07	\$10.50	\$11.60	\$0.00	\$46.17
3	65	\$26.07	\$10.50	\$11.60	\$0.00	\$48.17
4	75	\$30.08	\$10.50	\$11.60	\$0.00	\$52.18
5	85	\$34.09	\$10.50	\$11.60	\$0.00	\$56.19

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2014	\$39.46	\$10.50	\$11.60	\$0.00	\$61.56
ROOFERS LOCAL 33	02/01/2015	\$40.36	\$10.50	\$11.60	\$0.00	\$62.46
	08/01/2015	\$41.26	\$10.50	\$11.60	\$0.00	\$63.36
	02/01/2016	\$42.16	\$10.50	\$11.60	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
2	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
3	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
4	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
5	50	\$21.40	\$9.82	\$9.91	\$1.23	\$42.36
6	50	\$21.40	\$9.82	\$10.16	\$1.24	\$42.62
7	60	\$25.67	\$9.82	\$11.55	\$1.41	\$48.45
8	65	\$27.81	\$9.82	\$12.38	\$1.50	\$51.51
9	75	\$32.09	\$9.82	\$14.02	\$1.68	\$57.61
10	85	\$36.37	\$9.82	\$15.16	\$1.84	\$63.19

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
2	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
3	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
4	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
5	50	\$21.85	\$9.82	\$9.91	\$1.25	\$42.83
6	50	\$21.85	\$9.82	\$10.16	\$1.25	\$43.08
7	60	\$26.21	\$9.82	\$11.55	\$1.43	\$49.01
8	65	\$28.40	\$9.82	\$12.38	\$1.52	\$52.12
9	75	\$32.77	\$9.82	\$14.02	\$1.70	\$58.31
10	85	\$37.14	\$9.82	\$15.16	\$1.86	\$63.98

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS		12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>		06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
		08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
		12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
		06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
		08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
		12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
SPECIALIZED EARTH MOVING EQUIP > 35 TONS		12/01/2014	\$32.98	\$9.91	\$9.33	\$0.00	\$52.22
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>		06/01/2015	\$33.33	\$9.91	\$9.33	\$0.00	\$52.57
		08/01/2015	\$33.33	\$10.41	\$9.33	\$0.00	\$53.07
		12/01/2015	\$33.33	\$10.41	\$10.08	\$0.00	\$53.82
		06/01/2016	\$33.83	\$10.41	\$10.08	\$0.00	\$54.32
		08/01/2016	\$33.83	\$10.91	\$10.08	\$0.00	\$54.82
		12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63
SPRINKLER FITTER		01/01/2015	\$53.58	\$8.42	\$14.75	\$0.00	\$76.75
<i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>		03/01/2015	\$54.58	\$8.42	\$14.75	\$0.00	\$77.75
		10/01/2015	\$55.73	\$8.42	\$14.75	\$0.00	\$78.90
		01/01/2016	\$55.73	\$8.67	\$14.90	\$0.00	\$79.30
		03/01/2016	\$56.73	\$8.67	\$14.90	\$0.00	\$80.30
		10/01/2016	\$57.88	\$8.67	\$14.90	\$0.00	\$81.45
		03/01/2017	\$58.88	\$8.67	\$14.90	\$0.00	\$82.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.75	\$8.42	\$8.40	\$0.00	\$35.57
2	40	\$21.43	\$8.42	\$8.40	\$0.00	\$38.25
3	45	\$24.11	\$8.42	\$8.40	\$0.00	\$40.93
4	50	\$26.79	\$8.42	\$8.40	\$0.00	\$43.61
5	55	\$29.47	\$8.42	\$8.40	\$0.00	\$46.29
6	60	\$32.15	\$8.42	\$8.40	\$0.00	\$48.97
7	65	\$34.83	\$8.42	\$8.40	\$0.00	\$51.65
8	70	\$37.51	\$8.42	\$8.40	\$0.00	\$54.33
9	75	\$40.19	\$8.42	\$8.40	\$0.00	\$57.01
10	80	\$42.86	\$8.42	\$8.40	\$0.00	\$59.68

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.10	\$8.42	\$8.40	\$0.00	\$35.92
2	40	\$21.83	\$8.42	\$8.40	\$0.00	\$38.65
3	45	\$24.56	\$8.42	\$8.40	\$0.00	\$41.38
4	50	\$27.29	\$8.42	\$8.40	\$0.00	\$44.11
5	55	\$30.02	\$8.42	\$8.40	\$0.00	\$46.84
6	60	\$32.75	\$8.42	\$8.40	\$0.00	\$49.57
7	65	\$35.48	\$8.42	\$8.40	\$0.00	\$52.30
8	70	\$38.21	\$8.42	\$8.40	\$0.00	\$55.03
9	75	\$40.94	\$8.42	\$8.40	\$0.00	\$57.76
10	80	\$43.66	\$8.42	\$8.40	\$0.00	\$60.48

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
2	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
3	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
4	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
5	50	\$16.80	\$13.00	\$10.83	\$0.00	\$40.63
6	55	\$18.47	\$13.00	\$11.08	\$0.00	\$42.55
7	60	\$20.15	\$13.00	\$11.33	\$0.00	\$44.48
8	65	\$21.83	\$13.00	\$11.59	\$0.00	\$46.42
9	70	\$23.51	\$13.00	\$11.85	\$0.00	\$48.36
10	75	\$25.19	\$13.00	\$12.10	\$0.00	\$50.29

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
2	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
3	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
4	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
5	50	\$16.94	\$13.00	\$11.13	\$0.00	\$41.07
6	55	\$18.63	\$13.00	\$11.38	\$0.00	\$43.01
7	60	\$20.33	\$13.00	\$11.64	\$0.00	\$44.97
8	65	\$22.02	\$13.00	\$11.89	\$0.00	\$46.91
9	70	\$23.72	\$13.00	\$12.15	\$0.00	\$48.87
10	75	\$25.41	\$13.00	\$12.41	\$0.00	\$50.82

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
	02/01/2015	\$47.90	\$10.18	\$18.50	\$0.00	\$76.58
	08/01/2015	\$48.80	\$10.18	\$18.57	\$0.00	\$77.55
	02/01/2016	\$49.37	\$10.18	\$18.57	\$0.00	\$78.12
	08/01/2016	\$50.27	\$10.18	\$18.65	\$0.00	\$79.10
	02/01/2017	\$50.84	\$10.18	\$18.65	\$0.00	\$79.67

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.22	\$0.00	\$52.35
2	60	\$28.74	\$10.18	\$18.22	\$0.00	\$57.14
3	70	\$33.53	\$10.18	\$18.22	\$0.00	\$61.93
4	80	\$38.32	\$10.18	\$18.22	\$0.00	\$66.72
5	90	\$43.11	\$10.18	\$18.22	\$0.00	\$71.51

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.50	\$0.00	\$52.63
2	60	\$28.74	\$10.18	\$18.50	\$0.00	\$57.42
3	70	\$33.53	\$10.18	\$18.50	\$0.00	\$62.21
4	80	\$38.32	\$10.18	\$18.50	\$0.00	\$67.00
5	90	\$43.11	\$10.18	\$18.50	\$0.00	\$71.79

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2014	\$35.95	\$7.30	\$13.15	\$0.00	\$56.40
	06/01/2015	\$36.70	\$7.30	\$13.15	\$0.00	\$57.15
	12/01/2015	\$37.45	\$7.30	\$13.15	\$0.00	\$57.90
	06/01/2016	\$38.20	\$7.30	\$13.15	\$0.00	\$58.65
	12/01/2016	\$39.20	\$7.30	\$13.15	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2014	\$34.67	\$7.30	\$13.15	\$0.00	\$55.12
	06/01/2015	\$35.42	\$7.30	\$13.15	\$0.00	\$55.87
	12/01/2015	\$36.17	\$7.30	\$13.15	\$0.00	\$56.62
	06/01/2016	\$36.92	\$7.30	\$13.15	\$0.00	\$57.37
	12/01/2016	\$37.92	\$7.30	\$13.15	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$33.27	\$9.91	\$9.33	\$0.00	\$52.51
	06/01/2015	\$33.62	\$9.91	\$9.33	\$0.00	\$52.86
	08/01/2015	\$33.62	\$10.41	\$9.33	\$0.00	\$53.36
	12/01/2015	\$33.62	\$10.41	\$10.08	\$0.00	\$54.11
	06/01/2016	\$34.12	\$10.41	\$10.08	\$0.00	\$54.61
	08/01/2016	\$34.12	\$10.91	\$10.08	\$0.00	\$55.11
	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2014	\$46.83	\$7.30	\$13.55	\$0.00	\$67.68
	06/01/2015	\$47.58	\$7.30	\$13.55	\$0.00	\$68.43
	12/01/2015	\$48.33	\$7.30	\$13.55	\$0.00	\$69.18
	06/01/2016	\$49.08	\$7.30	\$13.55	\$0.00	\$69.93
	12/01/2016	\$50.08	\$7.30	\$13.55	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2014	\$48.83	\$7.30	\$13.55	\$0.00	\$69.68
	06/01/2015	\$49.58	\$7.30	\$13.55	\$0.00	\$70.43
	12/01/2015	\$50.33	\$7.30	\$13.55	\$0.00	\$71.18
	06/01/2016	\$51.08	\$7.30	\$13.55	\$0.00	\$71.93
	12/01/2016	\$52.08	\$7.30	\$13.55	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2014	\$38.90	\$7.30	\$13.55	\$0.00	\$59.75
	06/01/2015	\$39.65	\$7.30	\$13.55	\$0.00	\$60.50
	12/01/2015	\$40.40	\$7.30	\$13.55	\$0.00	\$61.25
	06/01/2016	\$41.15	\$7.30	\$13.55	\$0.00	\$62.00
	12/01/2016	\$42.15	\$7.30	\$13.55	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2014	\$40.90	\$7.30	\$13.55	\$0.00	\$61.75
	06/01/2015	\$41.65	\$7.30	\$13.55	\$0.00	\$62.50
	12/01/2015	\$42.40	\$7.30	\$13.55	\$0.00	\$63.25
	06/01/2016	\$43.15	\$7.30	\$13.55	\$0.00	\$64.00
	12/01/2016	\$44.15	\$7.30	\$13.55	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
	06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
	08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
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TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
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TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
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TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
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This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**SHORT FORM AGREEMENT
CONTRACT NO. [REDACTED]
BETWEEN TOWN AND CONTRACTOR
(M.G.L. 30, 39M)**

THIS AGREEMENT for [REDACTED] (hereinafter the **Project**) is made the ____ day of [REDACTED], 2014, by and between [REDACTED], a company organized under the laws of the Commonwealth of Massachusetts, with a usual place of business [REDACTED], (hereinafter called the **Contractor**), and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its Town Manager, (hereinafter referred to as the **Town**).

WITNESSETH that the **Contractor** and the **Town**, for the consideration hereinafter named, agree as follows:

In all respects, this Contract shall be governed by and performed consistently with all laws of the Commonwealth of Massachusetts for public construction contracts including but not limited to Mass. Gen. Laws ch. 7, 10, 30, 44 and 149. The provisions of the Massachusetts General Laws regarding public construction shall take precedence over any and all other Contract provisions or documents. Any conflicts among provisions and/or between documents shall be resolved and/or interpreted according to the Massachusetts General Laws. The **Contractor** warrants that it is familiar with and agrees to abide by all laws of the Commonwealth of Massachusetts.

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- FIRST** This Agreement;
- SECOND** The **Contractor's** Proposal, dated [REDACTED];
- THIRD** The Invitation for Bids, Bid Specifications, Proposals and Request for Proposals with purchase description;
- FOURTH** Drawings required for the project, if applicable;
- FIFTH** Copies of all required bonds, certificates of insurance, and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the **Town**.

ARTICLE 2. SCOPE OF THE WORK

The **Contractor** shall furnish all materials, labor and equipment, and perform all work shown on the contract documents, and the **Contractor** agrees to do everything required by this Agreement and the contract documents.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for a term commencing [REDACTED] and ending on [REDACTED], unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the **Town**, and upon the terms described therein. The maximum term of this contract is four months.

ARTICLE 4. THE CONTRACT SUM

The **Town** shall pay the **Contractor** for the performance of this Agreement a sum NOT TO EXCEED \$ [REDACTED] ([REDACTED] Dollars), including all reimbursable expenses.

ARTICLE 5. PAYMENT

a) The **Town** shall make payment as follows:

On a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month the **Town** shall pay the **Contractor** ninety percent of the invoice. Upon completion of the work, thirty days after receipt of an invoice for final payment, the **Town** shall pay the **Contractor** all amounts due under the contract, including the retainage.

b) With any invoice the **Contractor** shall submit evidence satisfactory to the **Town** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.

c) If for any reason the **Town** makes a payment under this Contract in error, the **Town** may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.

d) Invoices for services procured under this contract are to be sent to:
Attn: Carys Lustig
Title: Supervisor of Administration
Public Works Department
500 Dedham Avenue
Needham, Massachusetts 02492

e) The **Town** is not responsible for payment of invoices sent to an address other than specified in 5.d of this Agreement.

ARTICLE 5A. PROMPT PAYMENT DISCOUNTS

The **Vendor** will allow a [REDACTED]% prompt payment discount for payment made by the **Town** within [REDACTED] days from the date of receipt of the invoice, or the date of the receipt of the

product or services, whichever occurs later. Prompt Payment Discounts are not required but if not offering a discount, indicate by writing "zero". Payment terms for the Town of Needham are net 30 days.

ARTICLE 6. PAYMENT OF SUBCONTRACTORS

In accordance with Mass. Gen. L. Ch. 30, Sec. 39F, the following subparagraphs (a) through (i) are binding between the general **Contractor** and each subcontractor:

- (a) Forthwith after the general **Contractor** receives payment on account of a periodic estimate, the general **Contractor** shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general **Contractor**.
- (b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work shall be due the subcontractor; and the awarding authority shall pay that amount to the general **Contractor**. The general **Contractor** shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general **Contractor**.
- (c) Each payment made by the awarding authority to the general **Contractor** pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general **Contractor** for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general **Contractor** to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general **Contractor** or which is to be included in a payment to the general **Contractor** for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- (d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general **Contractor** the balance due under the subcontract, including any amount due for extra labor and materials furnished to the general **Contractor**, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general **Contractor** at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general **Contractor**, the general **Contractor** may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract

including any amount due for extra labor and materials furnished to the general **Contractor** and of the amount due for each claim made by the general **Contractor** against the subcontractor.

- (e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general **Contractor**, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general **Contractor** in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- (f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general **Contractor** and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general **Contractor** and the subcontractor, and shall notify the general **Contractor** and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general **Contractor** and the subcontractor or as determined by decree of a court of competent jurisdiction.
- (g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general **Contractor** at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general **Contractor** and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general **Contractor** to the extent of such payment.
- (h) The awarding authority shall deduct from payments to a general **Contractor** amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general **Contractor**.
- (i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general **Contractor** does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general **Contractor** may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general **Contractor**.

Thereafter the awarding authority shall proceed as provided in subparagraphs (e), (f), (g) and (h).

ARTICLE 7. ADJUSTMENT OF CONTRACT PRICE WHERE SITE CONDITIONS DIFFER SUBSTANTIALLY OR MATERIALLY FROM CONDITIONS INDICATED IN PLANS OR CONTRACT DOCUMENTS

As required by G.L. Ch. 30, Section 39N, the parties hereby agree:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

ARTICLE 8. AWARDING AUTHORITY MAY ORDER GENERAL CONTRACTOR TO SUSPEND, DELAY, ETC. WORK; ADJUSTMENT IN CONTRACT PRICE; SUBMISSION OF CLAIMS

Pursuant to G.L. c. 30, Section 39O:

- (a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provide however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
- (b) The general contractor must submit the amount of a claim under provisions (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to involved in the claim.
- (c) In the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, the subcontractor

shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

ARTICLE 9. EMPLOY COMPETENT PEOPLE

The **Contractor** shall employ only competent people to do the work. Whenever the **Town** shall notify the **Contractor** in writing that any person under the **Contractor's** employ is, in the **Town's** opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the **Town**.

ARTICLE 10. NONPERFORMANCE

In the case of any default on the part of the **Contractor** with respect to any of the terms of this Agreement, the **Town** shall give written notice thereof, and if said default is not made good within such time as the **Town** shall specify in writing, the **Town** shall notify the **Contractor** in writing that there has been a breach of the Agreement and thereafter the **Town** shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the **Town** shall determine, and the **Contractor** shall pay for the completion of such work and reimburse the **Town** for all expenses incurred by reason of said breach. The **Contractor** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the **Contractor** shall be determined by the **TOWN** and certified to the **Contractor**. The **Town** shall be reimbursed by the **Contractor** for the cost of additional services required by the **Town** in the case of a breach.

ARTICLE 11. TERMINATION

This Agreement may be terminated by either party upon not less than seven days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

ARTICLE 12. SUBCONTRACTING

The **Contractor** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the **Town**.

ARTICLE 13. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Richard P. Merson, Director
Public Works Department
500 Dedham Avenue, PO Box 920364
Needham, MA 02492-0005

The Town of Needham: Kate Fitzpatrick, Town Manager
1471 Highland Avenue
Needham, MA 02492

ARTICLE 15. INSURANCE

- a) The **Contractor** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Contract, and shall have the **Town** as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- b) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the contract is completed and accepted by the **Town**. Since this insurance is normally written on a year-to-year basis, the **Contractor** shall notify the **Town** should coverage become unavailable or if its policy should change.
- c) The **Contractor** shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.
- d) Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. 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 the **Town** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 16. INDEMNIFICATION

The **Contractor** shall indemnify, defend, and save harmless the **Town** and all of the **Town's** officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the **Town** or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the **Contractor**, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the **Contractor** under the Contract.

ARTICLE 17. PERFORMANCE BOND – NOT REQUIRED - RESERVED

- a. In accordance with Massachusetts General Laws Chapter 149, Section 44E, prior to execution of a contract, the CONTRACTOR shall furnish to the OWNER such performance bond of a surety company qualified to issue bonds in the Commonwealth and satisfactory to the OWNER in the amounts requested by the OWNER in the bid specifications. Any performance bond shall remain in full force and effect for at least one year after the project's completion, and longer if required covering guarantees and/or pending claims.

- b. It is distinctly agreed and understood that any changes made in the drawings and specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the OWNER to the CONTRACTOR, shall in no way void, release or affect the liability and surety on the bond given by the CONTRACTOR

ARTICLE 18. LABOR & MATERIALS PAYMENT BOND

- a) The Contractor shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, in an amount of one half of the total contract price for payment for labor performed or furnished and materials used or employed therein, when the contract is executed.
- b) It is distinctly agreed and understood that any changes made in the specifications for this work, whether such changes increase or decrease the amount of work required, or any change in the manner or time of payments made by the Town to the **Contractor**, shall in no way void, release or affect the liability and surety on the bond given by the **Contractor**.

ARTICLE 19. WAGE RATES

- a) If the work under this Agreement involves the construction of public works, the **Contractor** agrees to pay the prevailing wage and comply with M.G. L. c. 149, §§ 26 - 27D and a Statement of Compliance is included in the Contract Documents. Pursuant to M.G.L. c. 149 §§ 26 & 27B, the **Contractor** (and every Subcontractor) shall file weekly certified payroll records with the **Town** for all employees who have worked on the project. The **Town** and the **Contractor** must preserve said records for a period of not less than three years.
- b) Pursuant to Mass. Gen. L. Ch. 149, § 34B, the **Contractor** shall pay any Reserve Police Officer employed by it the prevailing wage of regular Police Officers in the Town of Needham.

ARTICLE 20. TIME RECORDS

The **Contractor** shall cause to be maintained complete, accurate, and detailed records of all time devoted to the project by the **Contractor** and each consultant or subcontractor employed by the **Contractor**. The TOWN may at all reasonable times audit such records. The **Contractor** shall comply with Mass. Gen. Laws, Chapter 30, Section 39R, which requires the **Contractor** to:

- i) maintain accurate and detailed accounts for a six-year period after the final payment [(b)(1)].
- ii) file regular statements of management concerning internal auditing controls [(c)].
- iii) file an annual audited financial statement [(d)].
- iv) submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statement in (b) above and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the CONTRACTOR'S financial statement [(c)(4)(1)-(2)].

ARTICLE 21. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 22. GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the **Contractor** against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the **Town** are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the **Contractor** shall, promptly upon receipt of notice from the **Town** and at its own expense:
 - 1) Make goods and services conform to this Agreement;
 - 2) Make good all damage to the **Town**, or equipment or contents thereof, which, in the opinion of the **Town**, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
 - 3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 23. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 24. CONSENT TO VENUE

The **Contractor** agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the **Contractor** commencing or prosecuting any litigation against the Town, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

ARTICLE 25. CONFLICT OF INTEREST

By execution of this Agreement with the TOWN, the **Contractor** acknowledges that the TOWN is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **Contractor** based on said statute.

ARTICLE 26. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **Contractor** as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the **Town** and the **Contractor**.

ARTICLE 27. LAWS, PERMITS AND REGULATION

The **Contractor** shall obtain and pay for all licenses and permits and shall pay for all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or any other purpose.

ARTICLE 28. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **Town** and the **Contractor** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **Town** and the **Contractor**. Neither the **Town** nor the **Contractor** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to M.G.L., Ch. 62C, Sec. 49A, the undersigned, acting on behalf of the **Contractor**, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief that the **Contractor** is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By: * _____

Title: _____

**If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.*

TOWN OF NEEDHAM: _____
Kate Fitzpatrick, Town Manager

This is to certify that the funds have been appropriated by the Town of Needham for the purposes set forth in the Contract herein. A/C# _____

Town Accountant

Date: _____

Approved As To Form:

David S. Tobin, Town Counsel
Date: _____

Finance Department - Internal Use Only			
Purchase Order			
Account Number			
Date		initials	

DRAFT

CERTIFICATE OF AUTHORITY
CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date
the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of Clerk or Secretary)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the
officer signed the **contract and bonds.**)

The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



ZULLO GALLERY

CENTER FOR THE ARTS

456A Main Street
Medfield, Massachusetts 02052

William F. Pope
Executive Director

October 30, 2019

To The Medfield Selectmen,

The Zullo Gallery is requesting a one day beer/wine license for Saturday November 9, from 5:00-10:00pm when we will present a live music performance featuring musicians from the band The Cast Irons. The Cast Irons are a Boston area band who write catchy, melodic, and often dramatic pop/rock tunes. This will be an acoustic show featuring songs from their new album. The event will also include an exhibit of photos by Theresa Bourassa.

Thank you for your consideration and your longtime support.

Sincerely,

William F. Pope

The Church of the Advent Holiday Bazaar Committee requests permission to post signs announcing their Annual Holiday Bazaar on Saturday November 16, 2019



Evelyn Clarke <eclarke@medfield.net>

Board of Selectmen Sign Requests for MMA

1 message

Lynne Clifford <lclifford1@verizon.net>
To: Evelyn Clarke <eclarke@medfield.net>
Cc: Erika Beisler <erikabeisler@verizon.net>

Mon, Oct 21, 2019 at 11:51 AM

Hi Evelyn,

My name is Lynne Clifford, and I am a Medfield Music Association co-president. We are planning a couple of fundraisers and would like to promote with the usual signage for our *Spaghetti with Santa and a Few Winter Friends* and *MHS Jazz Night* events.

If you could add this to the next Board of Selectmen agenda with regard to MMA upcoming sign approval, it would be appreciated (with the understanding that signs would be restricted to two weeks in advance and taken down immediately after events).

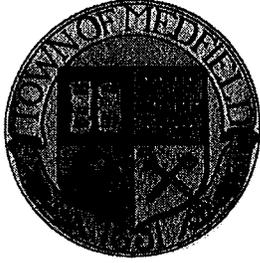
Specifically, I am seeking approval for:

- 1. Spaghetti with Santa and a Few Winter Friends, Dec. 10, 2019**
- 2. Medfield High School Jazz Night, April 14, 2020**

We would like to put signs up at the usual town-approved locations: North & 109, Hartford & 109, South & 27, and Transfer Station (will likely choose 2-3 from these vs. have signs in all four locations).

Thank you! Don't hesitate to call or email if you have any questions

Lynne Clifford
Co-President, MMA
508-523-1109



TOWN OF MEDFIELD

Office of the

Board of Appeals on Zoning

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

Direct: (508) 906 - 3027
(508) 359- 6182 Fax

No. 1372

October 9, 2019

Decision of the Board of Appeals on the petition of: Country Estates of Medfield, LLC

Property owned by: Country Estates of Medfield, LLC

Location of Property: 21, 25, 29 Hospital Road, Medfield, MA (aka Chapel Hill Landing)

Norfolk County Registry of Deeds: Book 33500, Page 500 and Book 33564, Page 340; and,

Norfolk County Land Court Certificate of Title No: 191843

Medfield Assessors' Record: Map: 64 Lot: 009

Zoning District: Residential Town (RT) with partial Aquifer Protection District

TOWN OF MEDFIELD, MASS
OCT 29 AM 10:18
CLERK

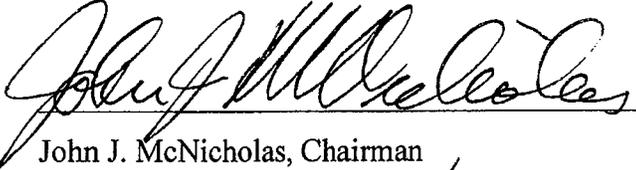
Michael J. Larkin of Medfield, Massachusetts seeks a modification of ZBA Decision Nos. 1300, 1325, 1343, 1365, and 1367 to approve a modification to the stormwater infrastructure system and reinstate expanded construction hours to include Saturdays and expand delivery hours on Saturdays. The property is located at 21, 25, 29 Hospital Road which has been combined as Assessors' Map 64, Lot 009; RT Zoning District with partial Aquifer Protection District. A public meeting was held on Wednesday, October 9, 2019 to hear the request.

DECISION:

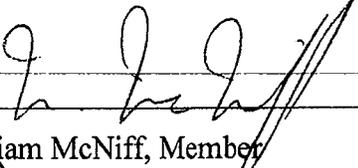
The Medfield Zoning Board of Appeals hereby determines the request to be insubstantial in accordance with the factors set forth in 760 CMR 56.07(4) and amends its conditions in Decision Nos. 1300, 1325, 1343, 1365, and 1367 to continue expanded construction hours to include Saturdays from 8:00 A.M. to 5:00 P.M. (Condition G.6) and expanded delivery hours on Saturdays from 8:00 A.M. through 5:00 P.M. for light trucks and vans only (Condition G.7) for a time period ending on January 31, 2020. The Board has received and reviewed a field report

THIS DECISION WAS UNANIMOUS.

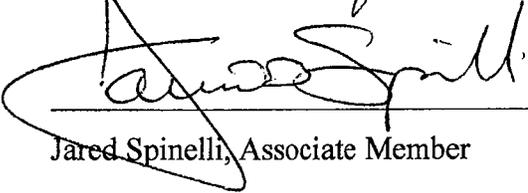
MEDFIELD ZONING BOARD OF APPEALS



John J. McNicholas, Chairman



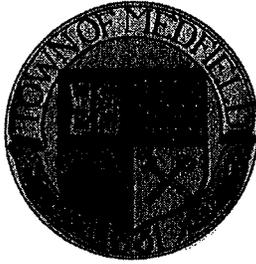
William McNiff, Member



Jared Spinelli, Associate Member

MICHAEL WHITCHER, MEMBER, JARED GUSTAFSON, ASSOCIATE MEMBER, AND CHARLES PECK, ASSOCIATE MEMBER, DID NOT SIT ON THE BOARD AT THE PUBLIC MEETING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

APPEALS FROM THIS DECISION, IF ANY, SHOULD BE MADE PURSUANT TO APPLICABLE STATUTE.



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 906-3027

No. 1374

October 9, 2019

Decision of the Board of Appeals on the petition of: John Macropoulos

Property owned by: John and Shelagh Macropoulos

Location of Property: 35 Hillcrest Road, Medfield, Massachusetts

Land Court: Certificate # 180000 Doc # 1194381

Medfield Assessors' Record: Map: 44 Lot: 024

Zoning District: Residential Suburban (RS)

RECEIVED
TOWN OF MEDFIELD, MASS
2019 OCT 29 A 10:15
OFFICE OF THE
TOWN CLERK

By application dated September 10, 2019 (the "Application"), which was filed with the Board of Appeals (the "Board") on September 11, 2019, John Macropoulos, 35 Hillcrest Road, Medfield, Massachusetts (the "Applicant") seeks a variance under MGL Chpt. 40A §10 for the extension of pre-existing rear balcony into the rear setback, not to exceed 8' (Medfield Zoning Bylaw §300 Attachment 3 (setback table) and from §300-9.2.F). The property is located at 35 Hillcrest Road; Assessors' Map 44 Lot 024; RS Zoning District (hereinafter the "Property").

Notice of the Application was published in the *Medfield Press* on September 20, 2019 and September 27, 2019 and a public hearing was opened on Wednesday, October 9, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of abutting towns. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

OPINION

The authority of the Board to grant a Variance is derived solely from Massachusetts General Laws, Chapter 40A, Section 10 that provides in pertinent part:

The permit granting authority shall have the power after public hearing for which notice has been given by publication and posting as provided in section eleven and by mailing to all parties in interest to grant upon appeal or upon petition with respect to particular land or structures a variance from the terms of the applicable zoning ordinance or by-law where such permit granting authority specifically finds that owing to circumstances relating to the soil conditions, shape, or topography of such land or structures but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner of appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law.

In applying the statutory criteria for granting a Variance to any particular application, and more specifically to the matter before us, this Board has long been guided by the principles derived from well-established case law. Variances are not a matter of legal right and are to be granted sparingly. The Board must apply conservatively the provisions of Massachusetts General Law, Chapter 40A, Section 10, which sets forth the statutory conditions for the grant of a variance. Most importantly, all of the conditions of the statute must be found to exist before this Board can grant a variance.

The Board must also take note of the limited suitability of variances from local zoning ordinances or bylaws, as they represent a waiver of rules adopted by the local legislative body. Thus, “[it] is only in rare instances and under exceptional circumstances that relaxation of the general restrictions established by the statute ought to be permitted. The power granted is only for the relief of specific instances, peculiar in their nature.” Norcross v. Bd. of Appeal of the Bldg. Dep’t of the City of Boston, 255 Mass. 177, 185 (1926).

Mindful of the legal framework in which it must operate, the Board then

broader sense, the relevant provision of the Purpose clause at 300 – 1.3 of the Zoning Bylaw looks to “prevent the overcrowding of land”. Allowing the construction of a deck 32 feet rather than 40 feet from the rear lot line, that abuts Town owned vacant land, does not in any way nullify or substantially derogate from the intent or purpose of the Medfield Zoning Bylaw. The fact that none of the abutters appeared in opposition and that one former neighbor spontaneously spoke in favor of the Application further substantiates a finding that this statutory requirement has been met.

DECISION:

Based upon the Findings of Fact and the Opinion set forth above, the Board approves the Application of John Macropoulos for the two Variances requested. In doing so, the Board emphasizes that the grant of these Variances is ultimately the product of the unique circumstances and the specific hardship that have been presented and verified in this particular case. As detailed in this Decision, this same standard must be applied to any Variance request that comes before this Board and thus each must be decided on its own merit.

THIS DECISION WAS UNANIMOUS.



Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

RECEIVED
TOWN OF MEDFIELD, MASS.

2019 OCT 24 P 5:26

October 24, 2019

OFFICE OF THE
TOWN CLERK

Editor, Legal Notices
Medfield Press

Please publish the following legal notices on Friday, November 1, 2019
If you have any questions, please call Leslee Willitts, Conservation Agent,
at (508) 906-3028.

LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

***Thursday, November 7, 2019 at 7:00 P.M.**

to review a Request for Determination of Applicability from the ***Massachusetts Department of Transportation, Rail & Transit Division**, for the rehabilitation of an existing railroad crossing within the 100-foot buffer zone of wetlands resource areas, Bank and Bordering Land Subject to Flooding, at ***West Mill Street** on land owned by **them**.

Mary McCarthy
Chairman

Please set starred (*) insertions in boldface.

cc: Town Clerk (Please post a notice of this hearing)

✓ Board of Selectmen	Building Dept.	Water & Sewer Dept.	DPW
Board of Health	Planning Board	Zoning Board of Appeals	

Applicant: Massachusetts Department of Transportation, Rail & Transit Division, 10 Park Plaza, Room 4160, Boston, MA 02116

Owners: Same

Representative: Jacobs Engineering Group, Jessica Rebholz, 120 Saint James Avenue, 5th Floor, Boston MA 02116



Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net

October 31, 2019

Editor, Legal Notices
MetroWest Daily News

Please publish the following legal notices on Friday, November 1 or Saturday, November 2, 2019 (or as soon as possible).

If you have any questions, please call Leslee Willitts, Conservation Agent,
at (508) 906-3028.

LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

***Thursday, November 7, 2019 at 7:30 P.M.**

to review a Request for Determination of Applicability from ***Stefan Linehan** for the removal several trees, small plants and replacement installation of a storm damaged fence within the 100-foot buffer zone of a Bank and/or Bordering Vegetative Wetlands at ***45 West Mill Street, Map 56, Parcel 034**, on land owned by the ***him**.

Mary McCarthy
Chairman

Please set starred (*) insertions in boldface.

cc: Town Clerk (Please post a notice of this hearing)
✓ Board of Selectmen Building Dept. Water & Sewer Dept. DPW
Board of Health Planning Board Zoning Board of Appeals

Applicant: Stefan Linehan, 45 West Mill Street, Medfield, MA 02052

Owners: Same

Representative: N/A



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

and the Medfield Wetland Bylaw, Chapter 290

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission
Conservation Commission

To: Applicant

Eric Martino
Name
17 Boyden Road
Mailing Address
Medfield MA 02052
City/Town State Zip Code

Property Owner (if different from applicant):

Katherine Viniello and Eric M. Martino
Name
Mailing Address
City/Town State Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Plan of Land in Medfield April 17, 2019
Title Date
Title Date
Title Date

2. Date Request Filed:

September 5, 2019

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The applicant proposes to replace an existing lawn, remove several trees, install planting beds and a swing set. All work is within the buffer zone of the Bordering Vegetated Wetlands. The removal of two trees and installation of some of the planting beds is within the 50-Foot No-Disturb Resource Area under the Medfield Wetlands Bylaw, Chapter 290. The swing set is out of the 50-Foot No-Disturb Resource Area. Much of the existing lawn area, parts of the house and driveway are located in the 50-Foot No-Disturb Resource Area. Erosion controls (Compost Sock) shall be installed along the line labelled "Edge of Work Zone/Compost Sock to be Installed" as shown on the Plan of Record.

Project Location:

17 Boyden Road
Street Address
59
Assessors Map/Plat Number

Medfield
City/Town
026
Parcel/Lot Number



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
-

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
See Attached.
-

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is ~~not~~ subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on
- by certified mail, return receipt requested on

October 17, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

LESLEE ANN WILLITTS
 Notary Public
 COMMONWEALTH OF MASSACHUSETTS
 My Commission Expires
 August 9, 2025

Signatures:

→ Mary McCarthy - Mary McCarthy *[Signature]*

[Signature]

[Signature]

[Signature]

[Signature]

October 17, 2019

Date



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
 - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
 - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
 - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
See Attached.
-

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

- 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

- 6. The area and/or work described in the Request is not subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

- by hand delivery on

- by certified mail, return receipt requested on

October 17, 2019

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see

<http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

→ Mary McCarthy - Mary McCarthy
Robert Ayles
Deborah Bero
Michael Purloff

Attest
E. J. Hickey

October 17, 2019

Date



WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



NEGATIVE DETERMINATION OF APPLICABILITY

Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Eric Martino**

Location of Project: 17 Boyden Road
Medfield, MA 02052

PROJECT DESCRIPTION

The applicants propose to replace an existing lawn, install a swing set, remove several trees and install planting beds within the 100-Foot Buffer Zone of a Bordering Vegetated Wetlands. The removal of two trees and some of the planting beds are within the 50-Foot No-Disturb Resource Area under the Medfield Wetland Bylaw, Chapter 290.

SPECIAL CONDITIONS

1. All work shall conform to:

Title: Request for Determination of Applicability
Dated: Signed: June 25, 2019; Received: ± September 5, 2019
Signed by: Eric Martino, owner and Russel E. Waldron, Wetlands Scientist
on file with: Medfield Conservation Commission.

2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. Erosion controls shall be installed along the line shown on the site Plan of Record as "EDGE OF WORK ZONE/COMPOST SOCK TO BE INSTALLED".
4. Erosion controls shall be inspected by the Commission or the Commission's agent prior to the start of work.
5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the garden within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.

6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.
7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.