



Select Board
Meeting Packet
June 20, 2023



June 14, 2023

Dear Medfield Select Board,

The Purpose of Medfield TV's Scarecrow Spooktacular is:

- To fundraise for Medfield TV through...
 - a family/community event where residents, Non-Profit Organizations, and businesses create, decorate, and pay to enter life-size scarecrows into a contest that will be judged by town and community officials.
 - Sponsorships from local businesses to assist with cost
- To collaborate with other organizations in town
- To encourage awareness of and community engagement with Medfield TV
- To bring a new Fall tradition to Medfield for the community and more to look forward to
- Boost local businesses' economy through sponsorships from local businesses

We look forward to presenting to you at the meeting on June 20th.

Sincerely,

The Medfield TV Scarecrow Spooktacular Committee

Community Art Project Proposal:

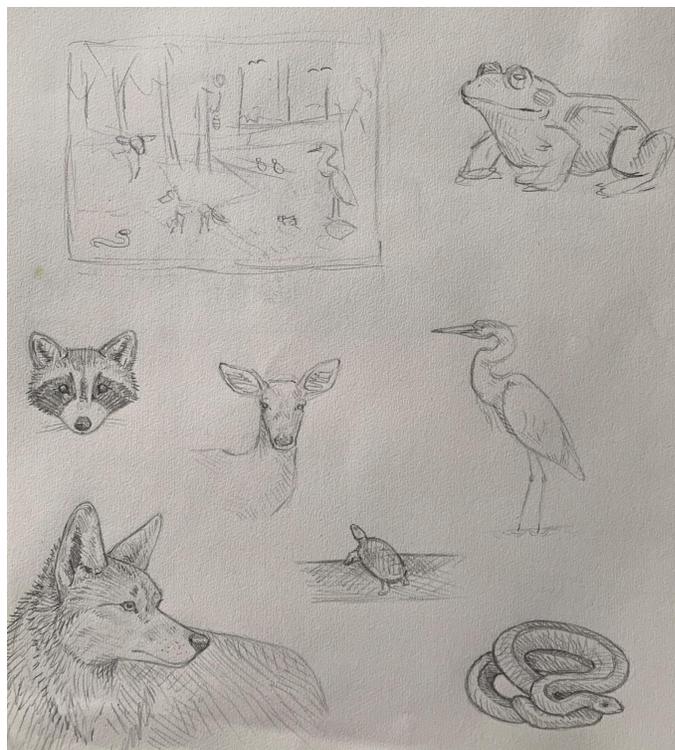
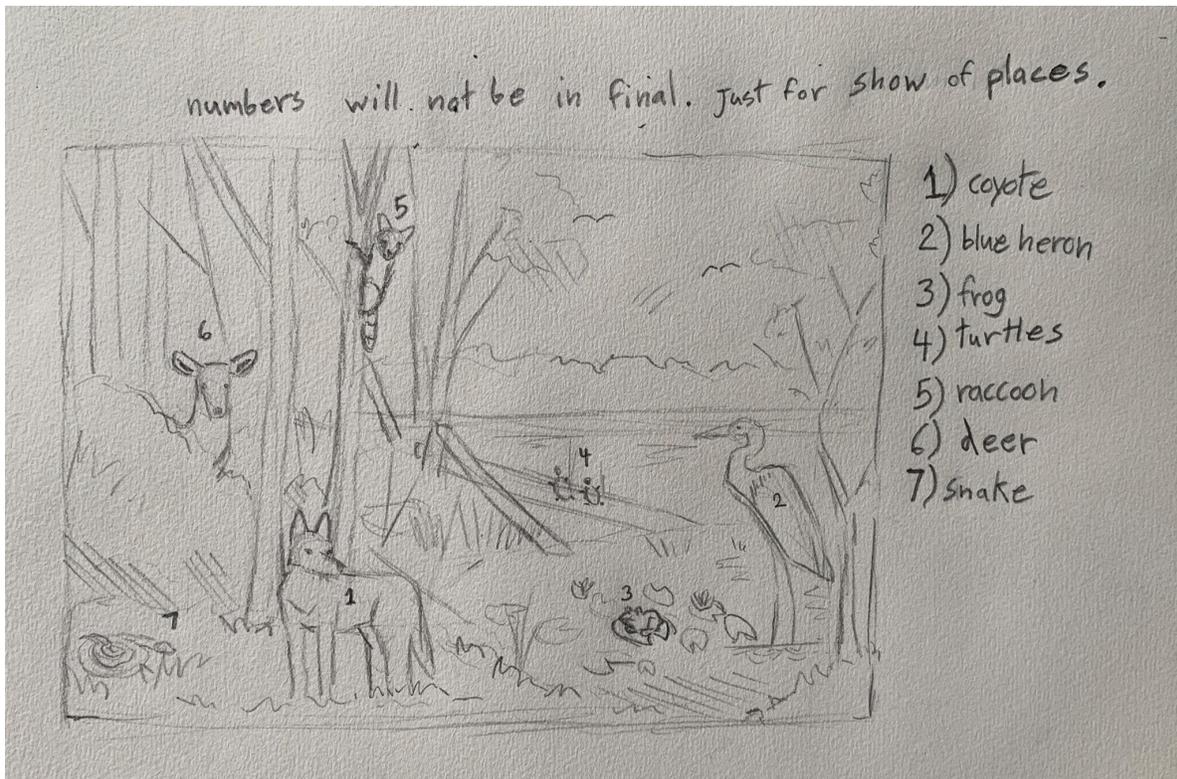
My name is Isabel Marsette. I am a resident of Medfield and a rising senior at Chapel Hill Chauncy Hall School in Waltham. As part of my AP art class, I'm hoping to complete a community art project for the Medfield rail trail (working under the guidance of my art teacher). The idea I have is to paint a scene from the rail trail including various animals and plants from the habitat.

Below are examples of art installations from other rail trails in MA. Followed by some of my preliminary sketches, ideas for location and materials. I will provide all materials for the project. If approved, I plan to spend my summer working on the project. I hope to complete and install my painting by the end of August.

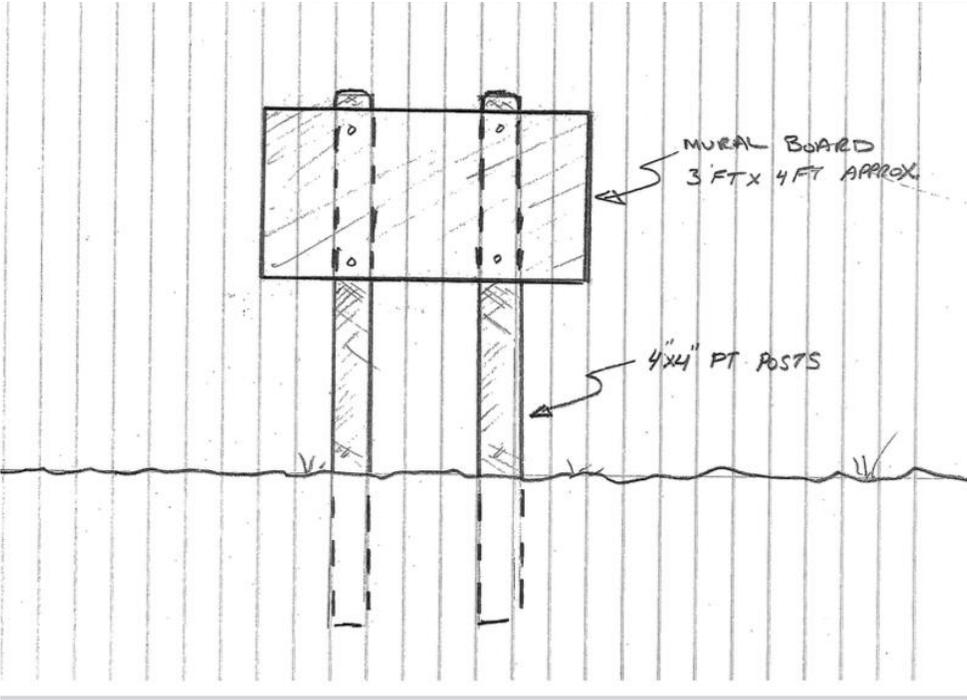
Examples of current art installations along other rail trails in MA.



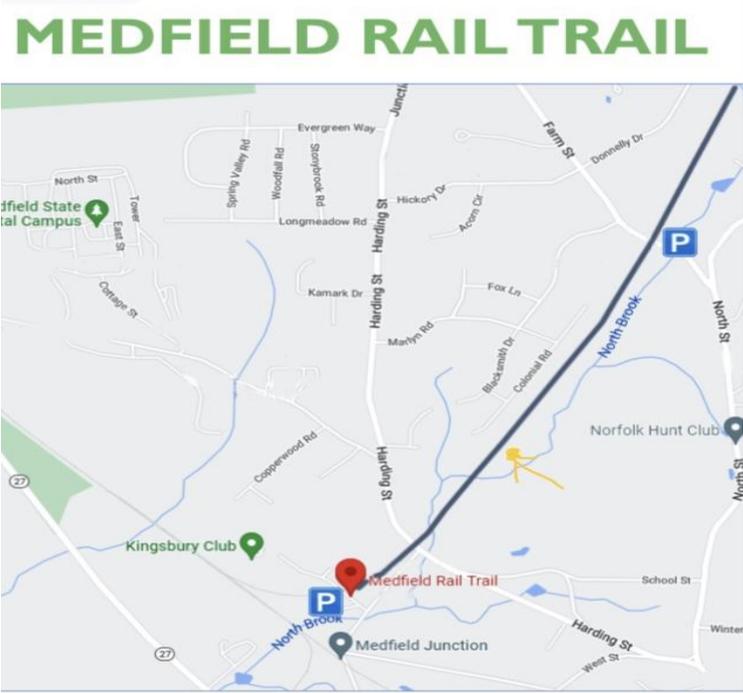
My preliminary sketches for the painting, including some of the animals that will be in the scene. The painting will be about 4 feet by 3 feet or slightly smaller. I will paint on Mural Cloth and use Nova Color Paint which is a professional grade acrylic paint that is non toxic and permanent.



Below is a sketch of how the art will be installed. I plan to use mural cloth that will be attached to an exterior ply board which will be attached to two posts.



Proposed Location along the Medfield Rail Trail. See yellow arrows for specific placement.



Looking North East toward Dover.



Looking South West toward Harding Street just before the pond on the left.



A small panorama looking North East toward Dover. See the yellow arrow in the distance for placement on the right side of the trail approximately 50 feet past the pond on the right.



I am seeking your approval to undertake this project. Please advise on next steps and any additional information you may require. I look forward to hearing from you.

Sincerely,
Isabel Marsette
62 colonial Road
imarsette24@chch.org



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: CURVE STREET TRUCK EXCLUSION STUDY**

CONTRACT # DPW 2023-05

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to conduct a Truck Exclusion Study for Curve Street, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 20, 2023 to December 31, 2023. The project shall commence and be completed within the contract term dates. The traffic counts/data collection shall take place during normal traffic conditions as the summer months have typically lower volumes. The information collected shall take place between mid-September to mid-October.
6. Payment for Work: The Town shall pay lump sum not to exceed **\$9,500.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Truck Exclusion Study and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Truck Exclusion Studies.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this

Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to

have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant) 
By: _____
Title: Senior Vice President

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Consultant by: Kien Ho
Print Name
Senior Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

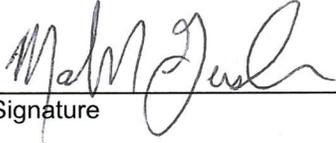
Mark Gershman, authorized signatory for
name of signatory

BETA Group, Inc., whose
name of consultant

principal place of business is at 701 George Washington Hwy.,

Lincoln RI 02865 does hereby certify under the pains and penalties of perjury that
BETA Group, Inc. has paid all
name of consultant

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

 6/14/2023
Signature Date

CERTIFICATE OF CORPORATE AUTHORITY

1. I hereby certify that I am the Clerk / Secretary of:

BETA Group, Inc. corporation; and that
(insert name of corporation)

2. Kien Ho, PE, PTOE is the duly elected
(insert name of officer who signed contract)

Senior Vice President of said corporation; and that
(insert title of officer)

3. on January 31, 2023 at a duly authorized meeting of the Board of Directors
*(insert date of meeting)**

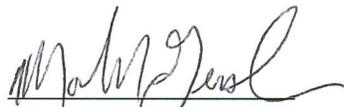
or said corporation, at which all Directors were present or waived notice, it was voted that

Kien Ho, PE, PTOE, Senior Vice President of this corporation be and hereby authorized to
(insert name and title of officer)

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 on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as pf the date set forth below.

ATTEST:


(signature of Clerk or Secretary)

Name:

Mark Gershman.
(print or type name of clerk / secretary)

Date:

June 20, 2023
*(insert date Certificate signed by Clerk or Secretary)***



* *this date must be before the date the corporate officer signs the contract.*

** *this date must be on or after the date the corporate officer signs the contract.*

ATTACHMENT

A



February 13, 2023

Maurice G. Goulet
Director of Public Works
55 North Meadows Road
Medfield, Massachusetts 02052

**RE: Professional Engineering Services for:
Truck Exclusion Study on Curve Street
Medfield, Massachusetts**

Dear Mr. Goulet,

BETA Group, Inc. (BETA) is pleased to submit this letter proposal for engineering services for a truck (heavy commercial vehicles) exclusion study on Curve Street. It is our understanding that the Town of Medfield is seeking to exclude truck traffic from these residential roadways. Truck traffic from South Street would use Curve Street as a cut-through to get to Route 27 (Spring Street). Emergency vehicles (fire trucks, ambulances, etc.), school buses, and DPW vehicles, as well as trucks servicing properties on these roadways, would not be prohibited. The prohibition of heavy commercial vehicles from using Curve Street will improve the neighborhood safety, quality of life in the neighborhood and eliminate cut-through truck traffic. The proposed alternative truck routes are:

1. South Street
2. Route 27

The truck exclusion study will be submitted to MassDOT for review and approval. If approved by the Massachusetts Department of Transportation (MassDOT) the heavy commercial vehicle exclusion would prohibit trucks in excess of two and one-half tons (2 ½ T) from using this roadway.

In order for truck traffic to be excluded from a particular municipal way, the following criteria, as outlined in Section 10A-9 of the *Massachusetts Amendments to the Manual On Uniform Traffic Control Devices* dated October 2006, must be met:

A truck exclusion from a municipal way may be authorized provided a suitable alternate route is available. The alternate route shall have an effective width and pavement structure which can safely accommodate the additional truck traffic. In addition, the alternate route must meet one of the following conditions:

1. Lie wholly within the community making application
2. Lie partially in an adjacent community but only State Highway, or
3. Lie partially in an adjacent community but have the adjacent community's written approval.

One or more of the following may be sufficient justification for a truck exclusion:

- A. A volume of heavy commercial vehicles, which is usually in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.
- B. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway. (subject to department review)
- C. Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a specific night exclusion may be granted.

General Scope of Services

Task 1 - Discuss Key Issues with Town Officials:

Meet with Town officials to discuss the project and obtain any background information and/or project materials/study locations that the Town may have. Also, discuss local traffic concerns and confirm study area coverage with Town officials.

Task 2— Field Reconnaissance:

Perform On-site reconnaissance during commuter/school re-open periods to record notable operational and safety deficiencies on the proposed alternative truck routes and the truck route prohibition roadway (Curve Street). Review and obtain roadway characteristics, geometric conditions, width, pavement type and condition of surface, sidewalk, truck turning radii, zoning of street, types of traffic control, speed limit and notable sight distance issues. Observe traffic operations (vehicle queues) at impacted intersections.

Task 3 — Traffic Data Collection/Compilation:

We have identified three 48-hour Automatic Traffic Recorder (ATR) locations to be deployed. These locations are: Curve Street, South Street and Spring Road (Route 27). Automatic Traffic Recorders will collect continuous traffic volume vehicle classifications during a typical mid-week period.

Task 4 – Safety Review:

Review and identify if any of the study area intersections are high crash locations through MassDOT portal. Problematic locations and trends will be noted.

Task 5 – Report:

Prepare truck exclusion report documenting findings and submit to MassDOT.

Task 6 — Meeting/Collaboration:

Assist Town official in drafting a written statement as to the need for the exclusion and acknowledge the acceptance of the responsibility for installation and maintenance of appropriate signage control. Assume two meetings. One with Town Official and the other with MassDOT.

Task 7 — Address MassDOT Comments

Address comments received from MassDOT on the truck exclusion report.

Fee Proposal

February 13, 2023

Page 3 of 3

The estimated fee for the Scope of Work as described above is a lump sum fee not to exceed Nine Thousand Dollars (\$9,500) of which \$1,200.00 is for traffic counts, without additional authorization by the Town of Medfield.

We look forward to assisting the Town of Medfield on this important assignment. Should you have any questions or comments please feel free to contact me.

Sincerely,
BETA Group, Inc.



Kien Ho, PE, PTOE
Senior Vice President

Document1





TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: ANNUAL SCADA SYSTEM MAINTENANCE SERVICE SUBSCRIPTION**

CONTRACT # DPW 2023-06

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to perform Annual SCADA System Maintenance Services, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 20, 2023 to June 30, 2026. The project shall commence and be completed within the contract term dates. Town's financial obligations after first year are subject to legislative appropriation of funding.
6. Payment for Work: The Town shall pay a fixed cost of \$2,000.00 per month and a separate \$2,000.00 T&M phase budget will be created for costs outside of the original scope if needed each year for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for SCADA System Maintenance and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to SCADA System Maintenance.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their

successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

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

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield,

Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By: Robert Cerel

Title: Director of Technical Practices

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



CERTIFICATION OF CORPORATE AUTHORITY

WOODARD & CURRAN, INC.

The undersigned, Rebecca Talbert, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

She is the duly elected Secretary of the Company, a Maine corporation. At a meeting of the Board of Directors of the Company on May 10, 2023, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

1. Senior Principals are authorized up to the amount of \$250,000, or as delegated.
2. Vice Presidents are authorized up to the amount of \$250,000, or as delegated.
3. Senior Vice Presidents are authorized up to the amount of \$1,000,000, or as delegated.
4. Executive Vice Presidents are authorized up to the amount of \$5,000,000, or as delegated.
5. The Chief Executive Officer is authorized up to the amount of \$15,000,000.
6. The Company's Board of Directors must authorize contracts over the amount of \$15,000,000.

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer and Executive Vice Presidents, for projects within their respective business units, are authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein, subject to the same dollar limits and Board approvals, as applicable, set forth above. Furthermore, that the Chief Executive Officer or Chief Financial Officer are also authorized at any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds.

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED: May 10, 2023



Rebecca Talbert, Secretary



SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Alyson B. Watson

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Joseph C. Barbagallo
Brian E. Bzdawka
Thomas F. Hazlett III

Douglas J. McKeown
Chaly Jo Moyen
Peter E. Nangeroni

Steven F. Niro
David W. Remick
Rebecca G. Talbert

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Robert C. Amaral
Jennifer L. Anders
Peter Andromalos
Sergio Bazarevitsch
James Daniel Bryant
Denise L. Cameron
R. Duff Collins
Maggie Connolly
Patrick J. Cyr
David W. Dedian
Susan E. Guswa

Mary E. House
Christy Kennedy
Laura Kennedy
David Kitzmiller
Robert S. Little
David R. MacDonald
Michael H. Matson
Scott J. Medeiros
Joseph Brendan McLaughlin
Andrew Neal
Paul P. Roux

Scott C. Shannon
Jerry G. Sheehan
Persephene St. Charles
Jeffery C. Stearns
Marc G. Thomas
Patricia A. Thomes
Hugh G. Tozer
David A. White
Gillian J. Wood

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VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Jennifer M. Andrews	James Graydon	Michael Pratt
Michael A. Apfelbaum	Michael Greenberg	Brian Ravens
Elisha Back	Matthew Grostick	Tami Ray
Daryl V. Baltazar	Jeffrey A. Hamel	Christopher Riat
Michael L. Battistelli	Richard Harmon	David Richardson
James Blanke	Carol A. Harris	James J. Rivard
Kelley C. Begin	Nicholas A. Hastings	Catherine M. Rockwell
Kevin R. Bethke	Michael Headd	Frederick Rogers
Jennifer D. Birger	Lucas A. Hellerich	Robert Scott
Joshua Boltz	Zachary L. Henderson	Barry S. Sheff
John Gregory Booth	Glenn Hermanson	Marcos P. Silvestri
Scott Bradshaw	Lauren Hertel	Lloyd K. Snyder
Brent M. Bridges	Rowena M. Holden	Douglas E. Spicuzza
Ryker Brown	Jason R. House	Andrew L. Stanhope
Glenn D. Burden	Xavier Irias	Jedd S. Steinglass
Kelly V. Camp	Paul J. Jacques Jr.	James P. Sturgis
Lisa J. Campe	Gisa Ju	Ryan J. Sullivan
Kenneth W. Carlson	Ali Kalantar	Ali Taghavi
Anthony C. Catalano	Kenneth Kohlbrenner	Michael S. Thompson
Mesut Cayar	Christine K. Kohne	Kyle E. Tracy
Rebecca A. Corbin	David Kurtz	Rajendra D. Vaidya
Robin Cort	Robert L. Laird	Anthony Valdivia
Kenneth Danila	Jeanna Long	Matthew J. Valentine
Craig B. Deeney	Tanis J. Marquette	Abigail C. Varga
Carrie A. Del Boccio	Brian R. McGrath	Denise C. Waite
Justin F. deMello	William L. Medlin	Donald J. Weeks
Brian Dietrick	Peter J. Martin	Kathleen Welter
Paul A. Dombrowski	Nathan T. McLaughlin	Bert J. Wesley
Leslie Dumas	Christopher R. McMahon	Eliza Jane Whitman
Shannon J. Eyler	Inken N. Mello	James D. Wilson
Andrew J. Fitzpatrick	Jason Muche	Daniel Windsor
Gregory Frieden	Saquib Najmus	Daniel M. Wolfram
Michael J. Geary	Maureen Neville	Michael J. Van der Heijden
Jennifer Glynn	Paul Norian	
M. Scott Goldman	Mark E. Pietrucha	
Domagoj Gotovac	Robert T. Polys	

ATTACHMENT

A

May 9, 2023



Mr. Maurice Goulet, Director of Public Works
Town of Medfield
55 North Meadows Rd.
Medfield, MA 02052

Re: SCADAServ Annual SCADA Service Subscription

Dear Mr. Goulet:

Woodard & Curran, Inc. (W&C) is pleased to present this annual subscription to maintain, protect, and optimize your SCADA system. This program is designed to enhance the effectiveness of your system and reduce emergency situations while removing the burden of managing these assets and administrative tasks from your growing workload.

This subscription program provides dependable 24/7 emergency service, remote support, and preventative maintenance optimized for easy, proactive management at a flat monthly rate. In addition, it facilitates and simplifies the ability to develop and execute your SCADA asset management and capital improvement plans. One of the key benefits to the program over a typical service contract is the creation of a SCADA asset management plan where Woodard & Curran will inventory your SCADA hardware and software information using our CMMS software to catalog key asset information and provide reporting that can be used in your annual planning processes.

In summary, this program will:

- Provide 24 / 7 / 365 live support;
- Provide prescheduled system maintenance, assessment, and optimization visits;
- Manage and report on your SCADA assets that will assist you in capital planning;
- Provide discounted materials;
- Establish predictable service costs to simplify your budgeting; and,
- Reduce administrative tasks for you and your A/P department.

We look forward to working with you to support your SCADA System. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in black ink, appearing to read "Peter Andromalos", is written over a light blue horizontal line.

Peter Andromalos, PMP
Operations Leader
Intelligent Technology Services

SCADA SERVICE PROGRAM



Woodard & Curran, Inc. (W&C) presents this service subscription to optimize and provide as-needed support to Town of Medfield (Client) Supervisory Control and Data Acquisition (SCADA) system.

SERVICES INCLUDED

Prescheduled Site Visit

W&C will perform **three (3) site visits** during the TERM to complete system optimization and preventative care and planning tasks listed below. These site visits will be referred to as a prescheduled visits hereinafter.

- Meet with operators to identify any modifications needed to help their department operate more efficiently.
- Optimize system based on meetings and system performance observations.
- Maintain all PLC program modifications and store on an offsite secure server.
- Backup all SCADA related software (HMI, alarming, reporting, etc.) to an offsite secure server.
- Maintain and update O&M manuals with any modifications made to the system.
- Inspect control panels. Pictures of the panels will be stored on secure server and the Client will be advised of any issues.
- Review in-house spare parts and develop list of required items to avoid prolonged down time in emergency situations.
- Review communications and document settings for LAN and WAN (remote sites).
- Review all remote site controls, instrumentation, and communications.
- Modify alarming as needed/requested.
- Modify reports as needed/requested.
- Modify graphic displays as needed/requested.
- Review security of the SCADA system.
- Provide training as needed/requested. Review fundamental SCADA system troubleshooting with operations staff as required. At the Client's discretion training may be given in the use and operation of PLC and OIT software programs.
- Identify future work, if any, to be included in a task list.
- Using the task list as a basis, assist client with capital planning as it pertains to SCADA assets.

SCADA Asset Management

- Inventory all SCADA hardware and software information from internal databases, drawings, and from site visit.
- Assess and report condition of SCADA hardware such as PLCs, UPS's, network and communication equipment.



- Input all SCADA software and hardware information into W&C's internal asset tracking system.
- Monitor and track hardware manufacturer end-of-life notifications and notify Client of such changes.
- Track SCADA software license renewals and notify Client when renewals are due. W&C strongly recommends keeping all SCADA software current by applying the appropriate upgrades and will advise Client when updates are made. Because installation of software upgrades can cause unanticipated interactions, it is recommended that only W&C SCADA Specialists install these upgrades.
- Develop a task list based on findings during prescheduled site visits, service calls, and asset management work.

On Call Service

- Client will have access to W&C's 24/7/365 live support system. This is a live help desk and sophisticated ticketing system that immediately routes calls to a technician on call during nights, weekends, and holidays. Our technician will contact the client to determine the nature of the situation. If it is agreed that an emergency condition exists, our technician will mobilize to site if the issue cannot be resolved remotely.
- Emergency situations may include, but are not limited to, loss of communication, loss of monitoring and/or control, computer software and/or hardware failure, known or suspected security breach, restoration of power to SCADA equipment after power outage and physical damage to SCADA components rendering it unusable.
- SCADA support telephone number: 1-866-MYSCADA
- The client can make non-emergency service requests at any time. These requests will be logged and addressed during prescheduled visit.

DELIVERABLES

- **Asset Summary** – Lists all of the SCADA assets that have been loaded in our Computerized Maintenance Management System (CMMS).
- **PLC Asset Summary** – Lists PLC assets and includes information such as manufacturer, model number, and product life-cycle status.
- **Software Asset Summary** – Lists software assets and includes information such as version, serial number, annual support renewal dates, and annual support costs.
- **Work Order Summary** – Lists the work performed on this contract.
- **Recommended Task Summary** – Lists tasks that are recommended along with budgetary cost for use by the Client during budgeting and capital planning.

COMPENSATION FOR SERVICES

The cost of this program will be a fixed fee of **\$2,000** per month. Billing will be monthly. A separate Time & Materials (T&M) phase budget of \$2,000 will be created and only used for materials, software renewals, or services that fall outside the aforementioned subscription services. These services may include but are not limited to; tying in new process equipment to the SCADA system, design services, funding planning, permitting or any other services to support the Client's operation and as authorized by Client.



PROFESSIONAL RESPONSIBILITIES & INSURANCE

W&C will maintain adequate Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state applicable to and covering all persons engaged in the performance of our work.

W&C will purchase and maintain, at cost to the Client, any special insurance coverage required for the project.

W&C shall send an updated insurance certificate upon any changes or renewals of W&C insurance coverage to the Client

TERM & TERMINATION

The term of this agreement is from July 1, 2023 through June 30, 2024 (fiscal year 2024) and include consecutive fiscal years 2025 and 2026. This program will auto renew on July 1 of each consecutive year. W&C reserves the right to evaluate the program at any time to determine if the correct program is being administered based on internal costs and labor hours consumed and will notify Client of any program adjustments within 60 days of the term's conclusion.

GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ASSIGNMENT

Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the written approval of the other party unless it guarantees the full performance of its assignee.

ASSUMPTIONS & LIMITATIONS

- Client will not remove any equipment or products, to the extent W&C has a maintenance responsibility or has retained any interest therein, except in an emergency.
- Client shall not alter, repair, or modify any SCADA component without prior written consent by W&C.
- New equipment, accessories, attachments, and/or features added to the SCADA system and requiring service may result in a pricing adjustment.
- Materials (including spare parts), equipment, and software licensing costs will not exceed the T&M amount specified in Compensation for Services without prior client authorization.
- Hardware and software upgrades (PLC, OIT, computers, firewalls, switches, radios, software (controls, reporting, and alarming) are excluded and must be performed under a separate contract.
- Any work not explicitly outlined herein such as design or project work is excluded and will require a separate contract to perform.
- As a result of this service contract being in place, the client will receive a discounted materials markup of 10%.
- Response time is same day.



- Client will maintain spare parts that W&C recommends preventing down time associated with sourcing materials.
- Response may be by telephone or computer (remote access) or onsite as required by an emergency.
- Client will ensure that its SCADA software is in support at the time this agreement is authorized. Work caused by software not in support will be charged on a Time and Materials basis.
- WC will advise client to replace hardware that is at its end-of-life and renew software that is out of support. Should client not make these necessary upgrades and renewals, costs associated with service calls to address obsolete equipment and lapsed software support contracts will result in additional charges to client.
- A separate fee will be charged to client if W&C mobilizes to site to address an emergency SCADA situation caused by a 3rd party.

AGREEMENT

This Agreement represents the final embodiment of the parties' intentions and understandings. It supersedes any prior understandings - written or oral. No modifications, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms hereof, shall be binding upon either party unless in writing executed by an officer or agent of both parties specifically authorized to do so.

ACCEPTANCE

Please indicate acceptance of this proposal by signature below. Any purchase order issued by Client in connection herewith shall be for accounting purposes only and shall incorporate the terms and conditions of this proposal by reference. The terms and conditions of this proposal shall prevail over any terms and conditions of a purchase order issued in connection herewith. This proposal is subject to acceptance within 30 days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

WOODARD & CURRAN, INC.

TOWN OF MEDFIELD, MA

Signature

Signature

Date

Peter Andromalos

Name (printed)

Name (printed)

Operations Leader

Title

Title



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: PHASE II SCADA SYSTEM UPGRADES FOR WATER AND SEWER**

CONTRACT # DPW 2023-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to perform Phase II SCADA System Upgrades for Water and Sewer, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 6, 2023 to June 30, 2024. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$200,000.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for SCADA System Upgrades and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to SCADA System Upgrades.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By: Robert Cerel

Title: Director of Technical Practices

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



CERTIFICATION OF CORPORATE AUTHORITY

WOODARD & CURRAN, INC.

The undersigned, Rebecca Talbert, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

She is the duly elected Secretary of the Company, a Maine corporation. At a meeting of the Board of Directors of the Company on May 10, 2023, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

1. Senior Principals are authorized up to the amount of \$250,000, or as delegated.
2. Vice Presidents are authorized up to the amount of \$250,000, or as delegated.
3. Senior Vice Presidents are authorized up to the amount of \$1,000,000, or as delegated.
4. Executive Vice Presidents are authorized up to the amount of \$5,000,000, or as delegated.
5. The Chief Executive Officer is authorized up to the amount of \$15,000,000.
6. The Company's Board of Directors must authorize contracts over the amount of \$15,000,000.

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer and Executive Vice Presidents, for projects within their respective business units, are authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein, subject to the same dollar limits and Board approvals, as applicable, set forth above. Furthermore, that the Chief Executive Officer or Chief Financial Officer are also authorized at any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds.

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED: May 10, 2023



Rebecca Talbert, Secretary



SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

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EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

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Douglas J. McKeown
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David W. Dedian
Susan E. Guswa

Mary E. House
Christy Kennedy
Laura Kennedy
David Kitzmiller
Robert S. Little
David R. MacDonald
Michael H. Matson
Scott J. Medeiros
Joseph Brendan McLaughlin
Andrew Neal
Paul P. Roux

Scott C. Shannon
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[Continued on Next Page]

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Kelley C. Begin	Nicholas A. Hastings	Catherine M. Rockwell
Kevin R. Bethke	Michael Headd	Frederick Rogers
Jennifer D. Birger	Lucas A. Hellerich	Robert Scott
Joshua Boltz	Zachary L. Henderson	Barry S. Sheff
John Gregory Booth	Glenn Hermanson	Marcos P. Silvestri
Scott Bradshaw	Lauren Hertel	Lloyd K. Snyder
Brent M. Bridges	Rowena M. Holden	Douglas E. Spicuzza
Ryker Brown	Jason R. House	Andrew L. Stanhope
Glenn D. Burden	Xavier Irias	Jedd S. Steinglass
Kelly V. Camp	Paul J. Jacques Jr.	James P. Sturgis
Lisa J. Campe	Gisa Ju	Ryan J. Sullivan
Kenneth W. Carlson	Ali Kalantar	Ali Taghavi
Anthony C. Catalano	Kenneth Kohlbrenner	Michael S. Thompson
Mesut Cayar	Christine K. Kohne	Kyle E. Tracy
Rebecca A. Corbin	David Kurtz	Rajendra D. Vaidya
Robin Cort	Robert L. Laird	Anthony Valdivia
Kenneth Danila	Jeanna Long	Matthew J. Valentine
Craig B. Deeney	Tanis J. Marquette	Abigail C. Varga
Carrie A. Del Boccio	Brian R. McGrath	Denise C. Waite
Justin F. deMello	William L. Medlin	Donald J. Weeks
Brian Dietrick	Peter J. Martin	Kathleen Welter
Paul A. Dombrowski	Nathan T. McLaughlin	Bert J. Wesley
Leslie Dumas	Christopher R. McMahon	Eliza Jane Whitman
Shannon J. Eyler	Inken N. Mello	James D. Wilson
Andrew J. Fitzpatrick	Jason Muche	Daniel Windsor
Gregory Frieden	Saquib Najmus	Daniel M. Wolfram
Michael J. Geary	Maureen Neville	Michael J. Van der Heijden
Jennifer Glynn	Paul Norian	
M. Scott Goldman	Mark E. Pietrucha	
Domagoj Gotovac	Robert T. Polys	

ATTACHMENT

A

March 13, 2023



Maurice Goulet
Department of Public Works Director
Town of Medfield, MA
55 North Meadow Road
Medfield, MA 02052

Re: Proposal for Professional Engineering Services for SCADA Water and Wastewater Upgrades Phase 2

Dear Mr. Goulet:

Thank you for the opportunity to provide you with a proposal for a phase 2 of upgrades to the Town's SCADA water and wastewater systems. During the SCADA Review assessment in 2018 several tasks were identified as the first priority. These tasks included separating the radio telemetry system between water and wastewater, along with enhance surge protection and proper antenna installation in order to create more redundancy and reliability. Well 1, 2, 6, Nebo tank and hospital tank improvements, booster station integration, Wastewater Remote station PLCs upgrades and the integration of the WWTP UV system and GBT into SCADA.

Additional high priority tasks were identified throughout the upgrade process of phase 1 and the following scope is intended to provide support for the continued improvements necessary to your operations.

We look forward to working with you. Please do not hesitate to contact the undersigned if you have any questions or comments.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink that reads "Kevin Mesick".

Kevin Mesick, PE
Project Manager
Intelligent Technology Services

A handwritten signature in blue ink that reads "Scott Salvucci".

Scott Salvucci, PE
Client Manager



PHASE 2 SCADA SYSTEM IMPROVEMENTS

We, Woodard & Curran, (W&C), propose hereby to furnish the Town of Medfield, MA (called the "Client" herein) the following scope of services.

SCOPE OF SERVICES – GENERAL

Project Kickoff Meetings

- Perform internal project kickoff meeting to identify the W&C project team, roles and responsibilities and review of the project scope, schedule, and budget.
- Perform client project kickoff meeting to introduce the W&C project team, the H&S plan, key roles and responsibilities, project scope, schedule, and Critical Success Factors.

SCADA Engineering

- Review documentation and develop a plan to execute the work.
- Engineer/Design
 - Specify required PLC panel components (PLC, UPS, radio, surge arrestor and antenna)
- Programming
 - Create new PLC programs.
 - Modify existing HMI Database drivers and address. HMI screens will remain the same.

SCADA Implementation

- Download PLC programs to the new PLCs at various sites, establish communication with the SCADA, test local and remote control from the SCADA.
- Download the HMI database into the SCADA PCs.
- Install new PLCs, DC UPS and radios.
- Test and confirm system operation and functionality with operations.

SCOPE OF SERVICES – WATER & WASTEWATER

Task 1 – Nebo Tank & Hospital Tank

- 1.1 Procure electrical services to install and wire a new low temperature switch in the Nebo Tank control panel.
- 1.2 Startup and test Nebo Tank low temperature signal to SCADA.
- 1.3 Procure, program, install and test a replacement OIT for Hospital Tank that will show both tank levels.



Task 2 – Booster Station Upgrades

2.1 Procure electrical services for fire pump status monitoring through SCADA.

2.2 Program and test new SCADA pump controls and fire pump status.

Task 3 – Wells 1, 2, and 6 Additional Upgrades

3.1 Procure electrical services, program and test:

- a. Well 2 High Lift Pump 3 status and control wiring to SCADA panel.
- b. Well 1 and 6 containment area flood alarm status.
- c. Well 1 and 6 day tank level readings.
- d. Well 2 portable generator hookup.
- e. Wells 1, 2, and 6 building surge protection.
- f. Well 1 and 6 safety shower flow switch.
- g. Well 6 hatch intrusion and building low temperature switch.

Task 4 – Additional Sewer Site Upgrades

4.1 Procure all equipment specified by engineering design for the remaining sewer sites to be fully integrated with the SCADA system, which includes PLC, OIT, UPS, radio, surge arrestor and antenna.

4.2 Procure any electrical services required to assist with antenna upgrades for each site.

4.3 Program, install, and test all equipment.

4.4 Program and test all SCADA functionality for each site.

4.5 Provide documentation on basic troubleshooting and training.

Task 5 – All Sites Generator Run Status

5.1 Procure electrical services required to integrate the generator run status at all sites.

5.2 Program and test status for each site.

5.3 Coordinate generator run tests for functional SCADA test.

Task 6 – SCADA Improved Functionality

6.1 Provide the following improvements for the Influent Wet Well (WWTP).

- a. Remove the influent screen 1 & 2 charts from the overview.
- b. Display the 3 influent pumps into a visual wet well, similar to those at the remote sites, and change the visual depiction to the traditional side view used by North Easton Village.
- c. Add a visual wall in the middle of the wet well and display the transducer readings for each above its respective well.



- d. Remove the MGD reading next to the influent pumps.
 - e. Address the inability to operate the influent pumps in Hand when SCADA is unable to operate them.
- 6.2 Provide the following improvements for the Sand Filter.
- a. Display the 3 influent pumps into a visual wet well.
 - b. Display the analog wet well level.
 - c. Display the level readings that feed into each filter cell.
- 6.3 Modify the visual depictions of all other pumps on the overview screen to match the depictions described for the influent pumps in section 6.1.b.
- 6.4 Provide the following improvements for the Remote Stations.
- a. Provide a lead/lag control button for each station.
 - b. Provide a more operable pump station trends graph that would include 6hr, 12hr, 24hr, 3-day and 5-day time options.
- 6.5 Add all remote station trends to the trend chart list.

ASSUMPTIONS AND LIMITATIONS

- Programming will be based on existing system.
- Provide access to the sites.
- Ensure appropriate staff are available to attend SCADA training.
- Client will facilitate the upgrades by having staff available for extended or off-hours work during the implementation phase of this project.
- The Client will provide any site-specific hazards.
- In the event the nature of the work is altered in a way that affects our engineering methods of execution or causes us to make substantial changes in our efforts that have been completed or prepared at the time of such change, we will notify the Client to discuss budget implications before continuing.
- Existing SCADA HMI PCs are current and HMI software is in support.
- Training is limited to four (4) hours.

SCHEDULE

Woodard & Curran is available to commence work within 30 days of receipt of the executed agreement. The schedule is dependent on availability, material procurement and authorization to proceed.



COMPENSATION FOR SERVICES

For the Scope of Services presented above, the Town of Medfield will pay Woodard & Curran a fixed fee of \$200,000. This fee shall not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town of Medfield. The final invoice will be paid upon the Town of Medfield’s approval of the final deliverable.

The parties may agree to expand the Scope of Services provided by Woodard & Curran upon completion of the Scope as herein outlined. Any additions or extensions of the contract will be the subject of future negotiations.

BUDGETARY SUMMARY

WATER	Task Totals
Task 1 – Nebo Tank and Hospital Tank	\$8,400.00
Task 2 – Booster Station Upgrades	\$12,800.00
Task 3 – Wells 1, 2, and 6 Additional Upgrades	\$70,000.00
Task 4 – Additional Sewer Site Upgrades	\$88,500.00
Task 5 – All Sites Generator Run Status	\$14,800.00
Task 6 – SCADA Improved Functionality	\$9,500.00
Total Project	\$200,000.00

TERMS AND CONDITIONS

All services will be performed in accordance with the Terms and Conditions previously agreed to in the Agreement between Town of Medfield and Woodard & Curran dated April 3, 2018.

We appreciate the opportunity to support the Town of Medfield Department of Public Works. If this Scope of Services meets your approval, please execute and return a copy of the agreement to our office. If necessary, please reference a purchase order number if required for billing purposes.

Please feel free to call if you have any questions regarding this proposal or require any further information.



CONSULTANT:

WOODARD & CURRAN, INC.

By: Robert Amaral

Printed: Robert Amaral

Title: Director of Technical Practice

Thereunto duly authorized

Date: March 17, 2023

CLIENT:

TOWN OF MEDFIELD, MA

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: VINELAKE CEMETERY EXPANSION DESIGN**

CONTRACT # DPW 2023-08

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to Design the Vinelake Cemetery Expansion, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 20, 2023 to June 30, 2024. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$63,000.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for a Design of the Vinelake Cemetery Expansion and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Designing Cemetery Expansions as well as private industry standards and best practices.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this

Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when

mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant) 
By: _____
Title: Senior Vice President

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Consultant by:

 Print Name

 Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of consultant

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of consultant

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

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation
SEAL

ATTACHMENT

A



Design Proposal

Vine Lake Cemetery Expansion



Town of Medfield, MA

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1. PLAN OF SERVICES

Project Approach

The following outline provides the BETA team's approach of a comprehensive plan to work with Town staff to develop design and construction documents for the implementation of the Vine Lake Cemetery Expansion.

Task 1 – Kick-off Meeting

Task 1.1 – Kick-Off Meeting: BETA will attend a kick-off meeting with the DPW and the Medfield Cemetery Commission. This meeting will establish lines of communication and affirm project expectations. Representatives of Town departments with insight into the site's potential and constraints will be identified during the early stages of the planning process. For each meeting and follow-up conversations, we will seek to gain an in-depth understanding of the background of the project, project goals, design constraints, site potentials, and design parameters.

Task 1.2 – Site Investigation: BETA will visit the project area to gain a more thorough understanding of the issues, opportunities, and constraints. Existing conditions will be photographed and documented. The visual and environmental resources will be reviewed. A review of the site conditions will be undertaken.

Task 1.3 – Assemble Information: The Town of Medfield through Norfolk Engineers will provide all available pertinent mapping and data for review, use, and evaluation. This information should include a new site survey, GIS information, and ongoing studies of the project area. BETA will also gather relevant information in each of the disciplines of work from readily available sources.

Task 1 Deliverables:
Meeting Notes

Task 2 – 50% Design and Estimate

Task 2.1 – Prepare 50% Design: Based on the survey, our field investigation efforts, and direction from the DPW staff and Cemetery Commission, BETA will undertake the development of 50% design drawings for the Cemetery Expansion including layout, roadway, retaining walls, grading, drainage, and planting.

Task 2.2 – Cost Estimate: We will prepare a preliminary estimate of probable construction costs and identify potential alternates and deductions as needed to meet the allocated construction budget.

Task 2.3 – Coordinate with Department of Public Works: BETA will attend a 50% design development review meeting with DPW Staff.

Task 2 Deliverables:
Meeting notes
50% Design documents in electronic form

Task 3 – 75% Design and Estimate

Task 3.1 – Prepare 75% Design: BETA will advance the 50% design into a 75% design package including site preparation, erosion control, layout, roadway, retaining walls, entry wall and gateway piers, columbaria, grading, drainage, planting, extension of the spigot waterline, plot arrangement, appropriate enlargements, and sections and draft-final versions of any other documents needed for construction.

Task 3.2 – Cost Estimate: We will update the previously prepared estimate of probable construction costs.

Task 3.3 – Review Meeting: After the 75% design and cost estimate have been developed, BETA will meet with the DPW staff and Cemetery Commission to discuss details of the project development.

Task 3 Deliverables:

Meeting notes

75% Design documents in electronic form

Task 4 – 100% Construction Documents (Final Drawings, Specifications, and Estimate)

Task 4.1 – Prepare 100% Construction Documents: Based on comments received from the DPW staff and Cemetery Commission, we will produce final construction drawings and technical specifications for bidding and construction purposes. This task also includes updating the estimate of probable construction costs. The construction documents will be submitted to the City for a formal review and comments.

Task 4.2 – Finalize 100% Construction Documents: After final approval from the City, we will produce final construction documents for bidding and construction. BETA will plot five (5) full-size copies of the drawings, contract book, and estimate (including potential alternate/deduct alternates) that are necessary for bidding and construction under Massachusetts General Law 40(b). We will incorporate the Town of Medfield's Invitation to Bid/Instruction to Bidders template and boilerplate with standard specification sections for a complete invitation to bid package.

Task 4 Deliverables:

Copies of the Construction Documents submission

Copies of bid ready Construction Documents

Meeting Notes

Assumptions

BETA shall provide additional services at an additional cost as needed for this project and authorized by the Town. These services may include, but not be limited to:

- Bidding services
- Construction Services including shop drawing review, answer RFI, preconstruction meeting, construction meetings, general consultation & technical assistance, Plant tagging, Pay Requisitions and Change Orders, punch list and project closeout
- This scope of work does not include the following services: geotechnical services, electrical engineering, and irrigation if required, these services will be by supplemental agreement.
- Permitting services required for this project, if needed, will be by supplemental agreement.
- Environmental work and investigation for impacted soils.
- Modifications and/or revisions resulting from value engineering recommendations.
- survey or layout services.
- The Town will provide a backhoe and operator for test pit investigation.
- Testing services or the coordination of such services is not included.

Schedule

BETA is prepared to begin work upon receiving a Notice to Proceed. We expect the project will have a 12-month design period. We are committed to the level of involvement presented in the team organization chart.

Compensation

BETA will complete the work described above on a lump sum basis. BETA will prepare and submit monthly invoices on a percent complete for services provided. BETA's lump fee for the above outlined scope of work is \$62,500. Reimbursable expenses such as printing, and reproduction is in addition to the above-mentioned fee and will be invoiced at 1.1 times the actual cost. We estimate these costs to be \$500.00 for a total fee of \$63,000.00.

2. GENERAL FIRM QUALIFICATIONS

BETA Group, Inc.

- ❖ Established in 1982
- ❖ Over 150 engineers, planners, scientists, landscape architects, construction managers, and support personnel
- ❖ Provides sustainable and innovative consulting solutions
- ❖ New England based employee-owned firm (ESOP), where employees have a vested interest in the success of projects and services to clients
- ❖ For over 40 years, BETA has provided integrated solutions that improve the communities where we live and work. We provide a wide range of services – from planning to analysis to design – for municipalities and agencies throughout New England.

Transportation & Traffic <ul style="list-style-type: none">• Safety Planning/Evaluation/Design/Implementation• Road Safety Audits• Strategic Highway Safety Planning• Highway & Roadway Design• Complete Streets• Impact, Circulation, Parking, & Corridor Studies• Traffic Calming• Pedestrian/Bicycle Facilities• Advanced Traffic Signal Systems	Landscape Architecture, Urban Design, Planning <ul style="list-style-type: none">• Master Planning & Visioning• Streetscapes• Bicycle & Pedestrian Trails• Wayfinding & Visitor Experience• School, Sports, & Recreational Facilities• Green Infrastructure & Rain Gardens• Parks & Open Spaces• Climate Change Resilient Design & Planning	Water & Wastewater <ul style="list-style-type: none">• Water Storage & Distribution• Wastewater Collection & Treatment• Hydraulic Modeling• Infiltration/Inflow Studies• Facilities Planning• Solid Waste Facilities & Biosolid Management
Environmental <ul style="list-style-type: none">• LSP/LEP Services• Brownfields Redevelopment• Site Investigation & Remediation• Hazardous Material Building Surveys Services• Resource Area Boundary Delineation• Ecological Services• Permitting & Mitigation Design• Municipal Peer Review & Expert Testimony	Civil/Site <ul style="list-style-type: none">• Sustainable Site Design & Permitting• Land Use Management• Master Planning• Hydrology/Hydraulic Modeling & Design• Watershed Studies• Low Impact Development/ Green Solutions	Stormwater Management <ul style="list-style-type: none">• Stormwater Analysis & Best Management Practices Design• EPA NPDES Permitting & Stormwater Pollution Prevention Plans• MS4 Permit Assistance• Municipal Facility Audits/Peer Reviews• Climate Change Planning & Design• IDDE Investigation Implementation
GIS & Asset Management <ul style="list-style-type: none">• Pavement Management• Sign Inventory & MUTCD Compliance• ADA Compliance• Cemetery Mapping• Web-based Applications• Scanning & Retrieval Systems	Structural <ul style="list-style-type: none">• Bridge Inspections, Evaluations, & Ratings• Design & Peer Reviews• Highway & Pedestrian Bridge Design• Design-Build• Retaining Walls• Culvert Design	Construction <ul style="list-style-type: none">• Construction Administration/ Management• Onsite Resident/Field Inspection Services• Scheduling & Cost Estimating• Constructability Evaluations• Permitting, Testing, & Compliance

Our Core Values

BETA's core values of teamwork, employee ownership, quality, client service, and integrity are at the heart of everything we do and drive us in our mission to improve the communities in which we live and work.



Primary Points of Contact

Effective communication with our clients is one of BETA's priorities, and, as such, is hallmark of our way of practice. We have found that the best approach to maintaining effective communication is to assign a project manager who understands the various aspects of the individual projects and tasks from the client's perspective. For this contract, Randall Collins, RLA, ASLA will serve as Principal in Charge and Nathan Socha, RLA, ASLA as the Project Manager and primary point of contact.



Randall Collins, RLA, ASLA
Principal in Charge
RCollins@BETA-Inc.com



Nathan Socha, RLA, ASLA
Project Manager
NSocha@BETA-Inc.com

With offices in Worcester, Norwood, and Chicopee, MA; Lincoln, RI; Hartford, CT; and Manchester, NH, BETA has the capacity and depth of staff to handle both large and small projects.

Financial Stability

BETA Group, Inc., a corporation organized under the laws of the State of Delaware, certifies that it is financially sound, and its system of internal controls and management controls are functioning as intended.

BETA has the financial resources to perform the contract as our audited financial statements show substantial net worth. Additional financial information will be furnished upon request.

Financial transactions are executed in accordance with management’s general and specific authorization to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets.

BETA files annually with the RIDOT and MADOT audited financial statements prepared by an independent certified public accountant. We also represent that we have filed prior to the execution hereof and will continue to file annual audited financial statements.

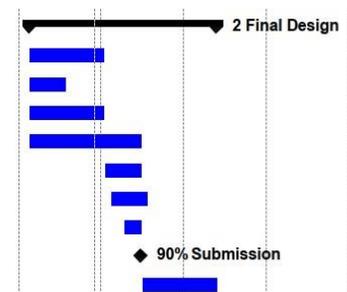
Project Performance

Excellent project performance is something we constantly strive for at BETA. Our project managers, landscape architects, and engineers employ many methods to stay on track and on-budget and to ensure quality. Below are some strategies, tools, and safeguards we use to ensure quality performance.

Schedules

At the beginning of a project, our project managers will work closely with the Project Design Committee to develop a project schedule. We will typically develop our schedules in Microsoft Project. These schedules identify all the projects tasks, the order in which they need to be done, and when they will be done by in order to meet the overall project timeline. Our project managers use the project scope and schedule as the blueprints they follow to implement the project. The schedules not only say when something is due but what the next steps are, what information is needed before another task can start, and what is on the critical path. Closely following and monitoring the project schedule helps keep the project development on-time.

8	2 Final Design	150 days	Mon 7/13/15	Fri 2/5/16
9	2.03 Traffic Design and Analysis	60 days	Mon 7/13/15	Fri 10/2/15
10	2.04 Storm Water Management and Design	30 days	Mon 7/13/15	Fri 8/21/15
11	2.05 General Plans (Highway)	60 days	Mon 7/13/15	Fri 10/2/15
12	2.06 Bridge Design and Plans	90 days	Mon 7/13/15	Fri 11/13/15
13	2.09 Contract Documents	30 days	Mon 10/5/15	Fri 11/13/15
14	2.11 Utilities	30 days	Mon 10/12/15	Fri 11/20/15
15	2.12 Value Engineering	14 days	Tue 10/27/15	Fri 11/13/15
16	90% Submission	0 days	Fri 11/13/15	Fri 11/13/15
17	RIDOT Review and Comment 90%	60 days	Mon 11/16/15	Fri 2/5/16



Budget Management

At BETA, we understand the importance of cost control and completing design projects within the agreed to contract budget. The foundation of BETA’s cost control system is a computerized general ledger program (Deltek Vision) which includes accounting functions in conjunction with a customized job cost program. Actual workday and cost expenditures for each task are entered as the work is performed. Our project managers can monitor the project daily using this system to ensure the work is remaining within budget and is on track with project progress. Task managers are alerted to their remaining

budgets also. Our project managers compare the percent billed to a project versus the progress we have made with work and deliverables on the project.

Resource Allocation

We strive to keep the same people working on a project from start to finish. However, as needs arise, we can call our in-house staff of over 150 landscape architects, engineers, planners, scientists, construction managers, and support personnel to assist when needed. As landscape architects work on multiple projects and additional project resources are needed, our landscape architecture and urban design group hold a weekly staff allocation meeting. Project managers input time for staff working on their projects and include deadlines for projects. At the weekly meeting, staff workload and allocation are discussed to ensure enough resources are being applied to meet project deadlines.

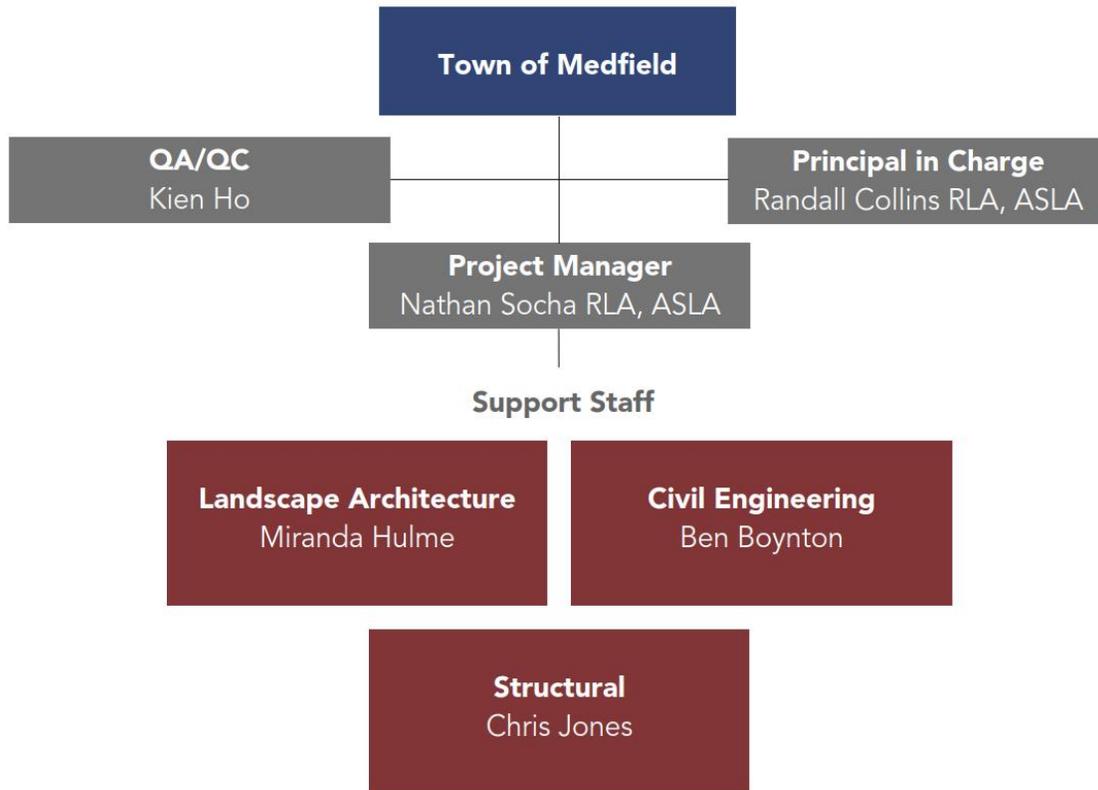
Commitment to Quality

At BETA, we are committed to providing quality designs, plans, and documents to our clients. The result of quality design and permitting work is a smooth construction phase with few complications, delays, changes, or additional costs.

3. PERSONNEL AND RESOURCES

Our Team

BETA understands that developing the right project team is paramount to a project’s success. The individuals assembled for this project have the qualifications to successfully undertake the nature of work described within your Request for Proposals. Full resumes for the following team members are appended to this section.



Nathan Socha, RLA, ASLA – Project Manager

Nate has 18 years of experience in park and open spaces projects. Nate is an accomplished graphic illustrator, capable of bringing complex design solutions into 3D models that illustrate project design elements and represent how the project ‘fits’ into its surrounds. This process is tremendously helpful with peer review in clearly understanding the positive or negative impacts a development may have on the nearby community. He is currently serving as the Landscape Architect for the East Windsor Parks Masterplan, A project that is assisting community discussions for town-wide park improvements. Another recent project is Fuller Brook Park in Wellesley, MA. One early assessment of the park identified acres of underutilized lawn areas along the three-mile corridor. The new design was developed that replacing these lawns with native meadow grasses reducing operational costs.

Randall Collins, RLA, ASLA – Principal in Charge

Randy is a Landscape Architect and Vice President at BETA. Randy has been practicing landscape architecture for over 35 years with most of his career being spent on projects in the public sector. He is

well known for his innovative design ideas that solve challenging issues in a manner that reflect the uniqueness of the surrounding community. His specific areas of expertise include historic downtown and landscapes revitalization; urban design and streetscapes; urban planning and design; bicycle/pedestrian trails, school and municipal site design, public parks and open spaces, and aesthetic improvements to bridges. Randy is past President of the Rhode Island Chapter of the American Society of Landscape Architects. He rewrote the Rhode Island Department of Transportation's Standard Specifications for Landscape Improvements, and he is recognized for his design contributions in Low Impact Development. Randy has won numerous awards for his work.

Kien Ho – QA/QC

Kien Ho has over 38 years of experience in all aspects of transportation planning, design, and engineering including shared used facilities for vulnerable users. As a Senior Vice President at BETA, he has been involved in vision zero Initiative and municipal roadway infrastructures and multi-use trail projects coupled with sustainable transportation planning. He has extensive experience in multiuse trail projects such as the McKnight Trail project in Springfield, Cochituate Rail Trail (CRT) in Natick and the Fuller Brook Park Multi-Use Trail Preservation Project in Wellesley. He was the Principal-in-Charge for the Cochituate Rail Trail (CRT) project. This multi-use trail resulted in renewed transportation equity and connectivity; vibrancy in retail, employment, and recreational assets; and increased economic development. The CRT project is a regional multi-use path that links the Village of Saxonville in Framingham to Downtown Natick and the Natick Center MBTA Commuter Rail Station. The corridor provides connectivity to recreational assets including Cochituate State Park, Lake Cochituate, and several Town recreation facilities; residential neighborhoods; major employers such as TJX, MathWorks, hotels, retail stores (Natick Mall and Shoppers World), Routes 9 and 30, and the Metrowest Regional Transit Authority system.

Miranda Hulme – Landscape Design

Miranda Hulme is a Landscape Designer at BETA Group. Miranda develops detailed 3D models and photorealistic perspectives for streetscape and urban design projects. She is involved in the process from schematic design through construction documents. Miranda graduated with a Bachelor of Landscape Architecture and a minor in Community Planning from the University of Rhode Island and was selected for the Olmsted Scholar Program in her final year, an annual scholarship that recognizes a graduate and undergraduate from around the country who shows exceptional leadership potential.

Ben Boynton – Civil Engineering

Benjamin Boynton, PE is a Senior Project Manager in the Transportation/Civil Site department at BETA. He provides design on a variety of transportation projects and has developed an expertise in the layout of ADA compliant facilities, including application of PROWAG guidelines. During his time at BETA, Ben has gained design experience on multiple on-road and off-road bicycle facility projects.

Most recently, Ben completed the off-road shared-use-path and stormwater treatment design for the Cochituate Rail Trail in Framingham/Natick, MA and the Connecticut Riverwalk and Bikepath in Chicopee, MA. He was also heavily involved in the design of the World War II Veterans Memorial Trail Extension in Mansfield/Norton, MA which is currently in construction. He is also proficient in stormwater and sewer modeling using HydroCAD, Hydraflow, EPA SWMM 5.0, and PCSWMM.NET.

Chris Jones, PE – Structural

Chris has 30 years of experience in the civil engineering field, specializing in structural engineering. Chris has been involved in the inspection, design, and construction of a wide range of structure types

including bridges, wastewater treatment structures, industrial buildings, retaining walls, and dams. His projects have included entirely new structures, as well as both major and minor rehabilitations. Chris's bridges have ranged from simple culvert replacements to complex covered bridge rehabilitations. He possesses a wealth of structural modeling experience, including complex seismic and wind modeling.



Nate Socha, RLA, ASLA

Project Manager & Community Outreach

Professional Overview

Mr. Socha is a Landscape Architect with 17 years of professional experience. He has in-depth knowledge of design, graphical communication, technical documentation, budgeting, and project oversight. He brings to each project a passion for making vibrant landscape spaces through community-driven design. Specific areas of expertise include:

- Public Parks and Plazas
- Bicycle/Pedestrian Trails
- School and Municipal Site Design
- Signage and Wayfinding
- Urban Design and Streetscapes
- Open Spaces and Recreational Fields
- Master Planning
- Peer Review

Nate became a LEED Allied Professional in 2011 and went through SITES AP training. He is an active visiting critic with the Landscape Architecture Department at the University of Rhode Island and Trustee of the Rhode Island Chapter of the American Society of Landscape Architects. Nate also serves on several boards including the Conservation Commission, Attleboro Dye Works Brownfield Project, and the Open Space Master Plan for the Town of Seekonk, MA.

Public Parks and Plazas

Town Common – Needham, MA

- Landscape Architect for the design for the renovation of the existing Town Common.
- Historic 30,000 square foot green space in front of the Town Hall the design includes, custom shade structures, grading, lighting, plantings, relocation of memorials.

Veterans Memorial Park – Lowell, MA

- Landscape Architect for Veterans Memorial Park. The design honors Lowell's veterans, and reactivates the park
- Develop park upgrades include an enhanced nodes with a central memorial feature, pathways, benches and landscaping

Carroll Plaza Improvements – Worcester, MA

- Landscape Architect for the redesign of Carroll Plaza, a city owned square adjacent to the Hanover Theater. The plaza is being renovated to better integrate into the theater as an outdoor recreation, dining and performance space. The project is being undertaken cooperatively between the City and the Hanover Theater.
- Work includes relocation of a portion of Southbridge Street, a public roadway, installation of new hardscape elements, new landscaping, new seat walls, a new water feature, site lighting and related site amenities.

North Square Improvements – Boston, MA

- Landscape Architect for the redesign of North Square in Boston. North Square is a National Historic Landmark that is a vibrant urban space in Boston's North End Neighborhood. The project develops its identity as a cultural destination, diminishes the constraint of vehicular traffic and makes the space accessible for pedestrians.
- Work includes redesign of Moon Street as a pedestrian way, installation of new hardscape elements, new landscaping, new seat walls, site lighting and related site amenities.



Primary Discipline
Landscape Architecture

Years of Experience

- BETA: Since 2012
- Total: Since 2005

Education

- BLA, University of Rhode Island (2006)
- SITES Training

Registrations

- Professional Landscape Architect State of Rhode Island # 610
- LEED AP BD+C 2011

Affiliations

- Trustee, American Society of Landscape Architects
- Chairman, Conservation Commission, Seekonk, MA
- Design Critic, University of Rhode Island
- Member, Massachusetts Association of Conservation Commissions
- Member, Massachusetts Parks and Recreation Association

Bushnell Park North – Hartford, CT

- Landscape Architect for a “Complete Streets” project in Hartford, which included a road diet for existing roads along the northern edge of the historic Park
- Design developments include a grand promenade for pedestrian safety and access that will encourage community activity
- Landscape enhancements include: LID elements, ornamental lighting, pedestrian amenities, and new plantings

Bushnell Park Improvements – Hartford, CT

- Landscape Architect for design of improvements to the interior of Bushnell Park including illumination, drainage, and sidewalk construction.

Urban Design and Streetscapes

Hartford Baseball Stadium – Hartford, CT

- Landscape Architect for the stadium streetscape surrounding the proposed minor league stadium.
- Work included brick faced walls with cast stone caps, stairs, permeable pavers, and street furniture. Plantings include street trees in a structural soil trench, groundcovers, and vines.

Downtown Sidewalk Improvements Project – Worcester, MA

- Developed plans from conceptual phase through plans, specifications, and estimates (PS&E) submission for streetscape improvement project along 2,700 linear feet of sidewalk within the Central Business District
- Landscape architect for for the sidewalk design, work included plantings, lighting, and site amenities.

Atlantic and Main Intersection Improvements – Stamford, CT

- Landscape Architect for design of intersection improvements including new raised intersection, traffic signals, illumination, drainage, and sidewalk construction.

Farmington Avenue Streetscape – Hartford, CT

- Landscape Architect for design of 3,000 LF of new streetscape improvements on an arterial street including traffic signals and ROW activities.

Union Ave – Framingham, MA

- Landscape Architect for landscape architectural design services for this 1.4 mile project to construct roadway, bicycle and pedestrian improvements along Union Ave from Proctor Street to Main Street.
- Landscape architectural services include visualizations of the corridor and roundabout, site amenities, coordination with lighting and planting design.

Battle Green Improvements - Lexington, MA

- Landscape architect for streetscape design consists of historical preservation, ornamental streetlight enhancement, tree planting, street furniture amenities for tourist and connectivity to the various historical sites including the visitor’s center.

Lexington Center - Lexington, MA

- Landscape architect for Streetscape design consists of historical preservation, ornamental street lights enhancement, tree planting, benches, planters, gathering areas, sidewalk treatments, street furniture amenities for pedestrian and tourist and connectivity to the various historical sites including the visitor’s center.

Park Street Improvements – Hartford, CT

- Landscape Architect for design of sidewalk improvements for 5,000 LF of street including ADA improvements and utility coordination.

Bicycle/Pedestrian Trails

Fuller Brook Park Preservation Project – Wellesley, MA

- Landscape Architect for the restoration and preservation of an historic park in Wellesley, MA
- Developed construction documents for trail rehabilitation, landscape improvements, and removal of invasive plant material
- Designed wayfinding and interpretive signage, stone features, plantings, and site amenities

World War II Rail Trail Extension – Norton and Mansfield, MA

- Landscape Architect for the 4 miles of off-road shared use path. This project will be an extension of the existing World War II path in Mansfield which provides a connection to downtown Mansfield and its commuter rail station.
- Work includes design of overlooks, kiosks and interpretive signage, screenings, plantings, and site amenities
- Designed and developed construction documents for the wetland restoration and replication including, bank stabilization, re-use of native soils and planting design.

Cochituate Rail Trail – Natick/Framingham, MA

- Landscape Architect for the design of 2.4 miles of a new shared use path along the Saxonville Branch Railroad Right of Way. The project extends from the Framingham City line to just north of Natick Center including five at grade intersection crossings, new pedestrian bridges over Route 9 and Route 30 and provisions for a future connection to the Natick Commuter Rail Station.
- The project includes overlooks, recreating historic whistle-stops, re-use of granite bridges features, interpretive signage, plantings, and site amenities

Schell Pedestrian Bridge – Northfield, MA

- Landscape Architect for the Schell pedestrian bridge in Northfield, MA.
- Designed and developed construction documents for the wetland restoration and replication including, bank stabilization, re-use of native soils, placement of natural features and planting design

Wakefield/Lynnfield Bike path (MassDOT) – Chicopee, MA

- An important piece in the bike network connecting Essex County communities to Boston
- Landscape Architect for the design for a 4.4 mile shared-use path through the towns of Lynnfield and Wakefield to be constructed by MassDOT
- Work included trailhead design, plantings and amenities.

School and Municipal Site Design

UConn: Horsebarn Hill Road Safety Improvements Project – Storrs, CT

- Landscape Architect for the design for pedestrian safety improvements to Horsebarn Hill Road and Horsebarn Hill Extension for the University of Connecticut in Storrs. The project area is within the Campus's College of Agriculture, Health, and Natural Resources. A primary goal of the Project is adhering to UConn's sustainability goals by focusing on green infrastructure techniques to deal with stormwater. The design includes rain garden, bio-swales, and structures that convey stormwater from the roadway to the back of sidewalks.

Providence Innovation Center, Providence, RI – Wexford Science and Technology, LLC

- Landscape Architect for the design of the Providence Innovation Center (PIC) within the I-195 Redevelopment District. The PIC is a multi-tenant commercial building that will support a focus on science and medical research
- Project requires an innovative structural soil design for a bosque of trees planted in a plaza space, incorporation of public artwork, screening, planting design and site amenities

Western Connecticut State University: Student Dining Terrace – Danbury, CT

- Responsible for conceptual and preliminary design of the proposed site, including the layout of, plaza area, walkways, lighting, grading and plantings.

Signage/Wayfinding

Groton Wayfinding Masterplan – Groton CT

- Landscape Architect for a Wayfinding and Signage Masterplan in the town of Groton CT.
- Working with the Town of Groton to develop a wayfinding signage master plan and prepare detailed designs for select sign types. The plan will guide visitors on the Town's thoroughfares to important tourist spots and key public destinations including schools, parks, sports facilities, governmental buildings, and other points of interest.

Framingham Wayfinding Masterplan – Framingham MA

- Landscape Architect for a Wayfinding and Signage Masterplan in the City of Framingham, MA.

Professional Overview

Mr. Collins is a Vice President at BETA with 35 years of experience in landscape architecture. He has worked on projects throughout New England ranging from residential estates to aesthetic improvements to regional highways. Mr. Collins has comprehensive experience working in the public sector. His responsibilities include the development of conceptual design ideas, public participation and outreach, coordination with local and state officials, presentations to historic commissions and other stakeholders, development of design details and the preparation of final design plans. Mr. Collins' involvement also includes construction supervision and oversight.

Public Projects

Mr. Collins is Project Manager for all BETA's landscape architecture and urban planning projects. Additionally, he is an integral part of many of BETA's roadway and streetscape design projects. Specific areas of expertise include:

- Historic Downtown Revitalization
- Urban Design and Streetscapes
- Urban Planning & Design
- Highway Landscapes
- Bicycle/Pedestrian Trails
- School and Municipal Site Design
- Historic Landscape Revitalization
- Public Parks and Open Spaces
- Aesthetic Improvements to Bridges
- Scenic Roadways
- Sports and Recreational Fields
- Waterfront Development

Historic Downtown Improvements and Streetscape Projects

Veterans Memorial Park – Downtown Stamford, CT

- Project Manager for award-winning park master plan to honor Stamford's veterans, improve safety and connectivity, and reactivate the park
- Conducted several design charrettes with a committee comprised of various stakeholders and park users to come up with preliminary design options and ultimately a final master plan that was supported unanimously by the committee
- Planned park upgrades include an enhanced plaza with a central memorial feature, an amphitheater built into the re-graded hillside, lighted pathways, benches and landscaping, and improved connectivity from the bus stop to the surrounding buildings

North Square Reconstruction – Boston, MA

- Project Manager and Lead Landscape Architect for the design concepts for the reconstruction of North Square in the North End of Boston
- Treatments include ornamental lighting, brick and granite surfaces at selected locations, bike racks, and other amenities.
- The project also includes circulation modifications, pavement rehabilitation, new granite curbing, the widening of sidewalks, street trees, and textured crosswalks.

Dedham Square Traffic, Roadway & Streetscape Improvements – Dedham, MA

- Project Manager for the development and design of roadway, traffic and streetscape improvements for the Town's Central Business District, including major intersections at High/Washington Streets and at Eastern Avenue
- Significant community outreach and management of local meetings
- Upgrades provided increased pedestrian safety measures: wider sidewalks, curb extensions, reduced crossing distances and signal phasing
- Additional upgrades to landscaping included: ornamental lighting, brick surfaces, bike racks, granite curbing and streetscape plantings



Primary Discipline
Landscape Architecture

Years of Experience

- BETA: Since 2009
- Total: Since 1987

Education

- BS, Plant Science/Landscape Architecture, University of Rhode Island, 1986

Registrations

- Registered Landscape Architect, RI #271, NH #056, CT #1155
- Certified Low Impact Development Master Designer (RI CRMC)

Affiliations

- Member, American Society of Landscape Architects

Bushnell Park North – Hartford, CT

- Project Manager for an \$14 million “Complete Streets” project in Bushnell Park North, which included a road diet for existing roads along the northern edge of the historic Park
- Design developments include a grand promenade for pedestrian safety and access that will encourage community activity
- Landscape enhancements include: LID elements, ornamental lighting, pedestrian amenities and new plantings

Wickford Village Improvements – North Kingstown, RI

- Provided master planning to construction documentation preparation for improvements to this historic seaside village. Project scope includes Brown Street, Main Street, Library Park and the Town waterfront parking lot.
- Presented numerous design options to gain both public and local historic commission approval.
- Designed improvements to pedestrian safety including intersection modifications to reduce crossing distances and paver crosswalks.
- Developed design ideas for enhancements to streetscapes, Library Park and the Town waterfront that respect the historic fabric of the village.
- Provide ornamental lighting layout and selection that improves safety and is compatible with the village character.
- Provided construction observation services.

Weybosset Street Improvements Project – Providence, RI

- Developed conceptual design ideas to change Weybosset Street from one-way to two-ways, provide an exclusive drop-off lane in front of the Providence Performing Arts Center (PPAC), increase on street parking and to improve pedestrian safety.
- The conceptual design phase included a comprehensive consensus building process with project stakeholders including PPAC, the City of Providence, Johnson & Wales University and abutting property owners.
- Design ideas for streetscape enhancements were developed to provide the area with a “square” appearance and encourage traffic calming. Paving materials (for both the roadway and sidewalks), ornamental lights, site amenities and plantings were selected to provide a special identity associated with the PPAC.
- Coordinated the development of design options with other road and sidewalk improvements project in the area. This effort included extensive meetings with the City of Providence and their consultants.
- Developed final design documents for improvements to the road and sidewalk areas.

Lakeway Business District – Shrewsbury, MA

- Developed conceptual design ideas for improvements to a one-mile section of Route 9 in Shrewsbury, Massachusetts including streetscape and pedestrian safety improvements as well as suggestions on how the adjacent buildings could be aesthetically improved.
- Developed final design documents for improvements to the road and sidewalk areas.

Summit Avenue Neighborhood – Providence, RI

- Prepared a traffic calming program for this neighborhood on the East Side of Providence, Rhode Island.
- Provided data collection efforts and observed vehicular and pedestrian movements, identified physical characteristics of the neighborhood such as street widths and location of businesses, and located on-street parking.
- Identified several streets experiencing high speeds and/or traffic volumes and developed various traffic calming measures to reduce speed and enhance the street environment for non-motorists.
- Presented the traffic calming Master Plan to the neighborhood.

Downtown Streetscape Revitalization Plan – Reading, MA

- Developed a master plan for vehicular and pedestrian circulation for the entire downtown taking into consideration the Town Common and the surrounding historic structures.
- The circulation plan reconnected the two areas of downtown and improves access between them while improving pedestrian safety and providing enhancements to the visual character of the project area.
- The proposed plan also reorganized parking for both the Town Hall and nearby streets without compromising the character of the National Register listed Common.
- Developed final design documents that included ornamental lighting, brick paving, granite bollards, street trees, raised planters and site amenities including benches, bike racks and trash receptacles.



Professional Overview

Mr. Ho has 36 years of experience specializing in all aspects of highway and transportation design and engineering including performing pedestrian and bicycle facilities, highway conceptual for urban and residential areas close to major metropolitan roadway systems. Kien performs and managed preliminary and final designs for pedestrian, bicycle and roadway projects, constructability review, construction staging/ sequencing, traffic management plans, final construction inspection, specifications development, analyses, and installation of Intelligent Transportation Systems. He also has experience in designing and managing complex highway design-build type of project. He has authored and published technical papers.

As a Vice President at BETA, Mr. Ho provides management, project supervision and technical guidance on a variety of transportation facility improvement projects and large-scale civil engineering projects.

Project Experience

Fuller Brook Park Multi-Use Trail Preservation Project – Wellesley, MA

- Managed the Fuller Brook multi-used trail project from planning to implementation.
- Managed the design through construction phase. Over saw construction inspectional services and performed final punch list on roadway infrastructure projects.
- Participated in the many intense and multi-stakeholders public forums and hearings.
- Responsible for providing technical support to the project team performing all the design components such as trail path material selection, roadway and trail crossing improvements, trail parking facilities, safety improvements, pedestrian signal crossing design, environmental study and design couple with mitigations, traffic calming safety along the trail path, landscaping and wayfinding signs.
- Assisted and represented the Town of Wellesley at meetings by providing technical support.

Cochituate Rail Trail (CRT) Project – Natick, MA

- Oversaw this multi-use trail project that resulted in renewed transportation equity and connectivity; vibrancy in retail, employment, and recreational assets; and increased economic development.
- He was involved in many stakeholder meetings and public hearings since this is a regional multi-use path that links the Village of Saxonville in Framingham to Downtown Natick and the Natick Center MBTA Commuter Rail Station. The corridor provides connectivity to recreational assets including Cochituate State Park, Lake Cochituate, and several Town recreation facilities; residential neighborhoods; major employers such as TJX, MathWorks, hotels, retail stores (Natick Mall and Shoppers World), Routes 9 and 30, and the Metrowest Regional Transit Authority system.
- The project was responsive to transportation equity by directly addressing the multi-modal needs in the region. It improves the livability and accessibility for thousands of daily users moving through the project area via a range of travel modes and ability levels. A busy multimodal corridor, it is a catalyst for promoting mode shift in the region helping to reduce vehicle congestion while increasing access to important economic development opportunities.
- The project also had positive environmental impacts. The site was used as a cap for contamination, minimizing the risk of future contaminant migration to the nearby lake. In addition to robust erosion and sediment controls during construction, select plantings, and woodland seed mixes were used to restore and protect disturbed areas adjacent to the lake.



Primary Discipline

Transportation

Years of Experience

- BETA: Since 2002
- Total: Since 1984

Education

- MSCE, Transportation Engineering, Northeastern University (1994)
- BSCE, Cleveland State University (1984)

Training and Certifications

- Certified IMSA (International Municipal Signal Association) Traffic Signal Inspector
- Certified # SI-71973

Registrations

- Professional Engineer: RI #7177, CT #20486, MA #46431, NH # 15510
- Professional Traffic Operations Engineer
- Certified IMSA (International Municipal Signal Association) Traffic Signal Inspector

Affiliations

- ITS: MA Chapter
- ITE:
 - MA Chapter
 - New England Chapter
 - National
- Boston Society Of Civil Engineers
Women's Transportation Seminar Boston

McKnight Community Trail Project – Springfield, MA

- Serve as Principal-in-Charge for the McKnight Community Trail project.
- Managed the planning and design phase.
- Participated in stakeholders public forums and hearings.
- Responsible for providing technical support to the project team performing all the design components such as trail path material selection, roadway and trail crossing improvements, trail parking facilities, safety improvements, pedestrian signal crossing design, environmental study and design couple with mitigations, traffic calming safety along the trail path, landscaping and wayfinding signs.
- Assisted and represented the project at meetings by providing technical support.

Sustainability Transportation Plan – Arlington, MA

- Involved in developing a sustainable transportation plan for Arlington which will provide a vision for the development of the transportation system over the next 20 years. Assisted in community outreach effort. The plan focuses on all aspects of transportation and mobility and how they relate to the unique qualities of the Arlington community.
- Provided roadway safety improvement ideas.
- Provided Traffic Calming program ideas to improve safety
- Discussed educational program that promote safety travel for all users
- Discussed/provided micro-mobility to include bike sharing
- Mobility options for all ages, capability and income
- Low-stress bicycling environment
- Pedestrian first, walk-friendly environment

Lexington Projects – Lexington, MA

- Managed numerous transportation projects from design to construction. Projects consist of concept development to design and construction. Lexington Center, Battle Green, Clark Middle School, Robinson Road and various intersection signal improvements assignments.
- Project focused on improving safety for all users
- Pedestrian friendly and bicycle accommodation.

Publications

- “Analysis Techniques of Weaving Section Under Non-Freeway Conditions”
- Published and Presented at the 1998 National Annual ITE Meeting
- “An Evaluation of Signalized Intersection System Analysis Techniques”
- Published and Presented at the 2000 National Annual ITE Meeting

Awards

- Anthony W. Sykes Award for Best Technical Paper, “An Evaluation of Signalized Intersection System Analysis Techniques”
- Outstanding Service President of the Institute of Transportation Engineer (ITE) New England Section
- Outstanding Service President of the Intelligent Transportation Society of Massachusetts

Professional Overview

Ms. Hulme is a Landscape Designer at BETA Group. Miranda develops detailed 3D models and photorealistic perspectives for streetscape and urban design projects. She is involved in the process from schematic design through construction documents. Miranda graduated with a Bachelor of Landscape Architecture and a minor in Community Planning from the University of Rhode Island and was selected for the Olmsted Scholar Program in her final year, an annual scholarship that recognizes a graduate and undergraduate from around the country who shows exceptional leadership potential.

Relevant Experience

Historic Downtown Improvements and Streetscape Projects

Wellesley Street Scape Eval & Improvements - Wellesley MA

- Streetscape evaluation and improvements
- Landscape Designer responsible for gaining background information and history of the area. Investigate sites history, events, and activities for public meeting. Create 3D renderings in SketchUp for public meetings
- Safety for pedestrians and vehicular traffic while providing more foot traffic for local businesses

John Brown House – Providence, RI

- Original design created by the Olmsted Brothers, area where concerts are held outside of the museum
- Landscape Designer responsible for creating a plan set for design concept and construction documents while helping develop proposed plans
- Allow for accessible and more parking, accessible pathways, and lighting for safety

Reading Streetscape – Reading, MA

- Landscape Designer responsible for developing plan renderings for graphic booklet used during a town public presentation
- Create safer streets for pedestrians and vehicles

Boston Road – Billerica, MA

- Landscape Designer responsible for creating color rendered plans of phase two of Boston Road, while setting up slides for public meeting
- Create safer roads for vehicular traffic and pedestrians

Lexington Battle Green – Lexington, MA

- Landscape Designer responsible for Sketchup model of intersection, Plan renderings of crosswalks around Battle Green and roundabouts and Lumion rendering for perspectives and video render for client/public meeting
- Safety improvements for cars by creating a roundabout and safer for pedestrians to cross streets to Battle Green Park

Weymouth Heritage Park – Weymouth, MA

- Landscape Designer responsible for creating sheet set, gathering/editing details
- Improve the park while adding in historic monuments

Highway Landscapes

Route 2A through Minute Man Park – Lexington, MA

- Landscape Designer responsible for creating visual perspectives of route 2A for town presentation



Primary Discipline
Landscape Architecture

Years of Experience

- BETA: Since 2021
- Total: Since 2021

Education

- Bachelor of Landscape Architecture – University of Rhode Island (2021)
- Minor in Community Planning – University of Rhode Island (2021)

Computer Knowledge

- AutoCAD
- Adobe Creative Suite
 - Photoshop
 - InDesign
 - Illustrator
- SketchUp
- ArcGIS
- StreamYard
- Lumion
- Near Map
- Microsoft Office

Affiliations

- 2021 University of Rhode Island Olmsted Scholar
- Member, American Society of Landscape Architecture

- Make streets safer for pedestrian crossings and slowing down vehicles

Sports and Recreational Fields

Saugutucket Park – South Kingston RI

- Landscape Designer responsible for assisting in progress master plan by editing pathways with the park and editing renders while creating perspective graphics for town meeting

Glocester Memorial Park - Glocester, RI

- Landscape Designer responsible for developing plan set for construction documents while advancing base map information using GPS tracking device to get spot grades
- Improve recreational fields, parking, replacing play structures and enhancing ADA accessibility of existing park

Apponaug Baseball Facility & Clegg Field – Warwick, Rhode Island

- Landscape Designer Responsible for creating color render for meeting to present to client, prepare graphic boards for public meeting, notes from community meetings. Creating plan set for improvements of the facility and field
- Allow for an improved circulation and replacing play equipment

Carter Ave Memorial Park – Billerica, MA

- Landscape Designer responsible for further developing planting plan and plan set

Dedham Town Green –Dedham, MA

- Landscape Designer responsible for creating 3D model in Sketchup to export through Lumion and further developing image package for town meeting
- Create a public gathering space in place of old fire station

Barrett Park – Stamford, CT

- Improve park amenities for community surrounding the area
- Landscape Designer responsible for AutoCAD drafting Concept plans and Photoshop rendering for public meetings
- Improve circulation of park and replacing existing play structures

Gunrock – Hull, MA

- Landscape Designer responsible for creating plan set for design development documents CAD drafting concept
- Replace play equipment and improve basketball court

Hampton Circle – Hull, MA

- Landscape Designer responsible for creating plan set for design development documents
- Replace play equipment and adding ADA accessible parking and pathways

School and Municipal Site Design

Fort Getty CISF – Jamestown, RI

- Landscape Designer responsible for creating 3D models in SketchUp to create graphics for meeting with clients and the public
- Improve sailing program and operations by adding container offices and classrooms

Mashpee Planting Plan – Mashpee, MA

- Screening a pump station from the surrounding area
- Landscape Designer responsible for creating a planting plan, image board for screening pumping station
- Provide screening to conceal pump station to surrounding neighborhoods

Professional Overview

Christopher Jones is the manager of BETA's Structural Engineering Services Group. With 29 years of experience specializing in structural engineering, Chris is versed in the inspection, design, and construction of a wide range of structure types including bridges, water and wastewater treatment and distribution structures, industrial buildings, and retaining walls. His project experience has included entirely new structures, as well as both major rehabilitations and minor repairs. His bridge designs have ranged from simple culvert replacements to complex covered bridge rehabilitations. Following is a list of projects in which he has played a key role.

Project Experience

Truck Wash Facility – Swansea, MA

- Responsible for the design and specification of a 3,000 SF prefabricated metal building to house an equipment storage bay and a washing facility for town vehicles. Responsible for coordination of all engineering disciplines.

Worcester Road Pump Station Rehabilitation – Framingham, MA

- Structural project manager for this rehabilitation of this 1900 square foot wastewater pump station. Project included replacement of the above-grade building with a new masonry structure, and repairs to the concrete foundation walls of the dry well.

Silver Lake Water Treatment Plant Pump Well Rehabilitation – Pembroke, MA (Hart Engineering Corp, Inc.)

- Project Manager for the replacement of the floor slab of the pump room. Construction required the design of temporary supports for the pumps and phasing the construction to allow continuous operation of the treatment plant.

WWTF Headworks and Miscellaneous Improvements – Bristol, RI

- Project Engineer supervising the structural design of improvements to the headworks building at this wastewater treatment plant. Improvements included modifications to the existing sluiceways, and the addition of aluminum lift assemblies, gratings, stairs, and handrails.

Saint Mary Street Pump Station – Needham, MA

- Project Engineer supervising the structural design of this new 6,300 square foot water pump station. Design featured combination masonry and cold metal framed shear walls, open web steel joists, and steel columns framing a celestory.

Lower River Road Pump Station Rehabilitation – Lincoln, RI

- Project Engineer designed replacement structural slab for underground pump station.

Pleasant Street Pump Station Rehabilitation – Framingham, MA

- Project Engineer prepared structural details to accommodate the refitting of this pump station.

Wastewater Treatment Facility Upgrades – Bristol, RI

- Project Engineer designed structural repairs and retrofits to miscellaneous structures at the facility, including final clarifier tanks.



Primary Discipline
Structural

Years of Experience

- BETA: Since 2001
- Total: Since 1993

Education

- BS, Civil Engineering, Worcester Polytechnic Institute (1992)

Registrations

- Professional Engineer - MA #41025, CT #23720, RI #8367, NH #16117

Certifications

- FHWA–NHI Safety Inspection of In-Service Bridges

Beacon Street Sewer Separation – Brookline, MA

- Project Engineer reviewed design and details for large underground custom manhole structures.

Great Plain Avenue Pump Station – Needham, MA

- Project Engineer supervised the design of changes to various beams and slabs to accommodate upgrades to this wastewater pump station.

Washington Highway Pump Station – Lincoln, RI (Narragansett Bay Commission)

- Project Engineer assisted with the design for this new wastewater pump station.

Common Street Pump Station – Braintree, MA

- Project Engineer supervised the design of this wastewater pump station and attached 7500 CF wet well.

Final Clarifier and Control System Upgrade – Providence, RI (Narragansett Bay Commission)

- Assisted with the design of a new return sludge pumping station and final clarifiers for the Field's Point Wastewater Treatment Facility. Designed several smaller miscellaneous reinforced concrete structures at the site including a meter and valve chamber and a splitter box. Designed miscellaneous renovations to existing structures at the site.

Storage Building and Misc. CSO Improvements – Providence, RI (Narragansett Bay Commission)

- Assisted with the design of a new multipurpose building to provide storage space, office space, and a truck washing bay for the Field's Point Wastewater Treatment Facility. The structure was designed to sit safely atop an existing 7 foot diameter effluent conduit. Designed other improvements on this project included repairing cracked sluice gate operator supports and providing new aeration tank pipe supports.

Facility Improvements – Providence, RI (Narragansett Bay Commission)

- Assisted with the design of a new three story solids handling facility for the Field's Point Wastewater Treatment Facility. Designed a new four-story floor infill to an existing incinerator building, which was being converted to storage space. Designed miscellaneous structures including an oil tank containment structure and a lime silo support.

Septage Receiving Facility – Lincoln, RI (Narragansett Bay Commission)

- Assisted with the design a new prefabricated metal building addition to the existing structure, along with a new wet well.

North Poland Road Bridge over Poland Brook – Conway, MA (MassDOT)

- Project Manager for the design of the replacement of this three-span 70-foot bridge with a new single span structure designed to meet stream crossing guidelines. Bridge will be widened from one to two lanes and will be constructed using accelerated techniques to limit the road closure to the summer months.

Pedestrian Bridge over Woonasquatucket River – Providence, RI (City of Providence)

- Project Manager for the design of this 80-foot-span prefabricated steel truss bridge. Design involved close coordination with permitting agencies for this new structure to be built within a regulated floodway.

Central Av/Center St Bridge over Charles River – Needham/Dover, MA (Town of Needham)

- Project Manager for the condition evaluation of this three-span stone arch bridge with spans of 20 feet. Evaluation included inspection, installation and monitoring of movement gauges, hydraulic and scour analyses, and load rating analysis.

Benton Hill Road Bridge over Cold Spring Brook – Becket, MA

- Project Manager for the replacement of this 4-foot pipe culvert with a 26-foot-span bridge designed to meet stream crossing guidelines. Assisted the town with securing grant money for the design from the Division of Ecological Restoration.

North Main Street Bridge over Wekepeke Brook – Lancaster, MA

- Project Manager for the replacement of this 15-foot-span bridge with a new 36-foot bridge designed to meet stream crossing guidelines. Assisted the town with securing a \$500k reimbursement for the construction from the MassDOT Small Bridge Program. Replacement structure consists of a prestressed concrete deck beams built using phased construction incorporating temporary traffic signals.

Professional Overview

Mr. Boynton works as a Senior Project Manager in the Transportation and Traffic and Civil/Site departments. His experience includes roadway, streetscape, and storm and sanitary sewer design, as well as the preparation of plan sets for municipalities and state transportation agencies. He is also experienced in shared-use path, bicycle path, and sidewalk designs which meet the industry standards for user accessibility.

Ben has acquired experience on a variety of engineering and mapping tasks. His software experience includes AutoCAD Civil 3D and ESRI ArcGIS. Ben is also proficient in river and stormwater modeling with the programs HEC-RAS, HydroCAD, Hydraflow, EPA SWMM 5.0, and PCSWMM.NET.

Project Experience

Highway/Site Design Projects

Connecticut Riverwalk and Bike path (MassDOT) – Chicopee, MA

- Project Engineer for the design of a 2.8 mile shared-use path that is part of a 20-mile path system and located adjacent to a flood control dike
- Horizontal/vertical alignments, development of scenic overlook areas, floodplain impacts, design of a prefabricated 65-foot-long bridge, connections to the adjacent neighborhood, and public outreach

Norton/Mansfield Rail Trail (MassDOT) – Natick, MA

- Extension of the existing World War II path in Mansfield which provides a connection to downtown Mansfield and its commuter rail station
- Seven at-grade roadway crossings, stormwater management, landscape architecture, parking facilities, and on-road bicycle accommodation improvements for a section of roadway over Interstate 495
- Project Engineer for the design of four miles of off-road shared use path to be constructed by MassDOT
- The proposed trail will provide access to numerous conservation parcels adjacent to the rail-trail corridor and facilitate access to the Myles Standish Industrial Park in Taunton

Wakefield/Lynnfield Bike path (MassDOT) – Chicopee, MA

- An important piece in the bike network connecting Essex County communities to Boston
- Project Engineer for the vertical design for a 4.4 mile shared-use path through the towns of Lynnfield and Wakefield to be constructed by MassDOT
- Raised boardwalk section through Reedy Meadow, at grade intersection enhancements, and landscape architecture

Cochituate Rail Trail (MassDOT) – Natick, MA

- Important piece in the bike network connecting Essex County to Boston
- Project Engineer for the vertical design for a 4.4-mile shared-use path through the towns of Lynnfield and Wakefield to be constructed by MassDOT
- Raised boardwalk section through Reedy Meadow, at grade intersection enhancements, and landscape architecture

Highway Improvements to Route 5 (RIDOT) – Cranston and Warwick, RI

- Senior Project Engineer for roadway and stormwater design for Route 5 from Mayfield Avenue to the Route 95 overpass



Primary Discipline

Transportation & Traffic, Civil/Site

Years of Experience

- BETA: Since 2009
- Total: Since 2009

Education

- BS, Civil and Environmental Engineering – University of Massachusetts Dartmouth (2009)

Training and Certifications

- OSHA 10 – Construction Safety #001430736

Registrations

- Professional Engineer: MA #51178, RI #11736

- Incorporate water quality treatment in an urban environment through the design of underground infiltration chambers and surface infiltration basins to meet RIDOT consent decree requirements.
- Geometry modifications to intersection to reduce pervious area and improve safety, mill and overlay, sidewalk replacement, and new traffic signals

RIDOT I-95 Over Centerville Road and Toll Gate Road Bridge Replacement Design-Build Project

- Senior Project Engineer for the highway final design of the bridge superstructure replacements of two (2) Interstate highway bridges carrying over 160,000 vehicles per day. The bridge superstructures will be replaced using Accelerated Bridge Techniques (ABT) with Self Propelled Modular Transport (SPMT) and Prefabricated Bridge Units (PBU).
- Responsible for preparing roadway and drainage design.

Broadway Roadway Improvements – Taunton, MA

- Reconstruction of two signalized intersections, sidewalk reconstruction, stormwater improvements and alignment improvements to an existing unsignalized intersection
- Project Engineer for 4,000 feet of roadway and traffic improvements to be constructed by the Massachusetts Department of Transportation (MassDOT)
- Bicycle accommodation will be provided through reallocation of existing pavement width to provide buffered bike lanes

Center St (Route 21) Roadway and Traffic Improvements – Ludlow, MA

- Reconstruction of two signalized intersections, sidewalk reconstruction, stormwater improvements, and alignment improvements to an existing unsignalized intersection
- Project Engineer for 4,000 feet of roadway and traffic improvements to be constructed by MassDOT along this arterial which includes a signalized intersection with on/off ramps for the Massachusetts Turnpike
- Bicycle accommodation will be added to the corridor by means of five-foot outer shoulders

Route 79 (Rhode Island Road) Roadway Improvements – Lakeville, MA

- Pavement rehabilitation, stormwater improvements, new sidewalk construction, and roadway widening for bicycle accommodation
- Alternatives to be considered for the intersection of Route 79 and Route 18 include traffic signal reconstruction and a modern roundabout
- Project Engineer for this 2.5-mile corridor improvement project to be constructed by MassDOT
- Safety improvements are proposed at the intersection with Precinct Street by means of intersection realignment to eliminate the existing skewed approach angle

Union Avenue Reconstruction – Framingham, MA

- Four key intersections consisting of two new traffic signals, one traffic signal reconstruction, and construction of a new roundabout
- Project Engineer for this 1.4-mile roadway and traffic improvement project to be constructed by MassDOT
- Bicycle accommodation will be provided through reallocation of existing pavement width and minor roadway widening
- Realignment at the intersections of Lincoln Street and Walnut Street will improve safety for vehicles and pedestrians

Worcester CBD Streetscape Improvements (MassDOT) – Worcester, MA

- Developed 25% MassDOT design plans for 1.34-mile streetscape improvements along Main Street within the Central Business District
- Project Engineer for the geometric design of Main Street corridor including alignments, profiles, lane configuration, and multiple design options to meet bicycle accommodations
- Responsible for ADA accommodations which included the design of a bi-level sidewalk and wheelchair ramps

4. SIMILAR EXPERIENCE

Work Experience Overview

We want to collaborate with you

BETA has been providing professional landscape architecture and engineering services for municipalities and communities for over four decades. Our approach is based on a long understanding that the most successful projects are a collaborative effort between the client, the consultant, and the surrounding community.

We have vast in-house capabilities

We pride ourselves on the fact that our engineers and scientists are working physically adjacent to our landscape architects and planners in our office, a proximity that fosters an enhanced dialogue throughout a project, particularly in regard to various site challenges and implementation strategies. For our clients, our ability to have a seamless exchange of ideas and concepts with viewpoints from all disciplines adds value and eliminates unnecessary meetings and wasted time. This synergy affords BETA an opportunity to excel in providing complex problem solving and integrated design solutions that surpass those of our competitors.

We offer exceptional in-house graphic capabilities

BETA's graphic capabilities for communicating design ideas generate a wide base of public enthusiasm and support while energizing the entire design process. Our firm is noted for the ability to conceptualize, visualize, and illustrate projects to both our clients and the general public, which continues to be at the center of the way we work. We often initially produce hand drawn sketches depicting concept plans



followed by details, or sections, and eventually sketch perspectives. As the project develops and the site plan concepts are refined into a series of alternates, we typically produce more advanced three-dimensional drawings, or wireframe models and visualizations, employing AutoCAD Civil 3D, SketchUp, Photoshop, Lumion and other software to allow us to study the designs being developed and the proportions of the spaces created. Our catalog of site specific 3-D work is created by BETA's landscape architects and landscape designers that are assigned to the project and, thus, they become a valuable design and problem-solving tool in-house; our graphics are not outsourced to artists or graphic rendering companies.

Landscape Architecture

BETA's qualified landscape architecture staff has considerable experience addressing the needs of our clients in a broad spectrum of services from site evaluation and concept drawings, to design development, contract documents, and construction support for parks, raingardens, shade structures and event infrastructure, urban heat island mitigation, and other outdoor spaces. Many of our projects

need to be sensitive to historic resources, be they buildings or public spaces. We work side by side with related disciplines for a well-rounded and balanced approach of both creativity and “build-ability” to design vibrant, sustainable spaces for all of the envisioned users.

We are community outreach experts, both in person and virtually



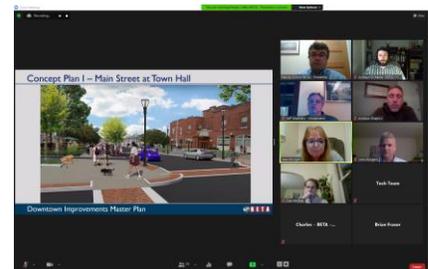
From our experience, community relations are critical to the successful completion of a project. They are the vehicles whereby stakeholders can express their concerns, ideas, etc. and ultimately reach consensus on the appropriate recommended plan and implementation program.

The combination of our design skills and graphic capabilities forms the basis of our community outreach approach. We understand that the success of public projects often depends on support from the community. Our visualization tools, presentation experience, and ability to listen has resulted in most of our projects being constructed.

Our appreciation for the importance of effectively communicating a project’s goal to all stakeholders has allowed us great success. Our team has experience working with large stakeholder groups in public halls, addressing public officials and the general public, as well as one-on-one meetings with a concerned citizen that might be affected by construction.

Virtual Public Outreach

The pandemic has challenged all of us to adapt and pivot. With public outreach still important to the outcome and success of many of our ongoing projects, BETA has quickly become accustomed to the virtual landscape. We are able to host virtual meetings through Microsoft Teams, Zoom, or any other channel the City prefers. We have also developed and started to utilize our very own “Virtual Meeting Room” to present information and garner feedback.



To demonstrate our team’s extensive experience with the planning, design, and construction administration of parks and community spaces, several successful project descriptions are appended to this section. The projects presented contained elements similar to those required for the Vine Lake Cemetery Expansion project.



Mountain View Columbaria

Shrewsbury, Massachusetts

REFERENCE

Angela Snell
Director
Parks, Recreation & Cemetery
100 Maple Avenue
Shrewsbury, MA 01545
508.841.8503

BETA prepared a Master Plan to incorporate a columbarium into the Town of Shrewsbury's Mountain View Cemetery. Design options accounted for numerous trees to remain and needed to fit into the historic context of the surrounding cemetery. Based on the final Master Plan, BETA prepared construction documents for Phase I of the columbarium. The Master Plan included a phasing plan and associated cost estimates.

Construction of Phase I was completed in Spring 2017.

SERVICES PROVIDED

- Master Planning
- Construction Documents

PROJECT STATUS

Completed Phase I





Mayflower Hill Cemetery Expansion Master Plan

Taunton, Massachusetts

REFERENCE

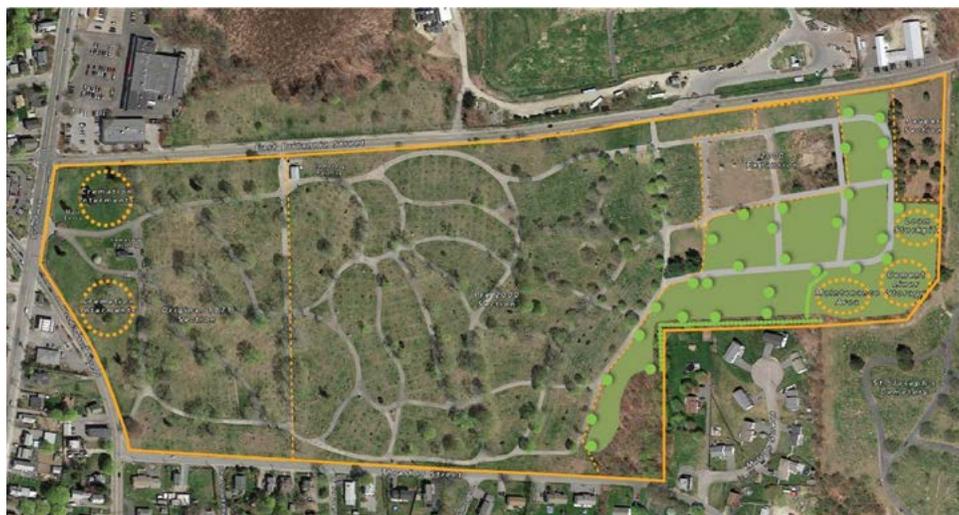
AJ Marshall, Commissioner
Parks, Cemeteries, and Public
Grounds

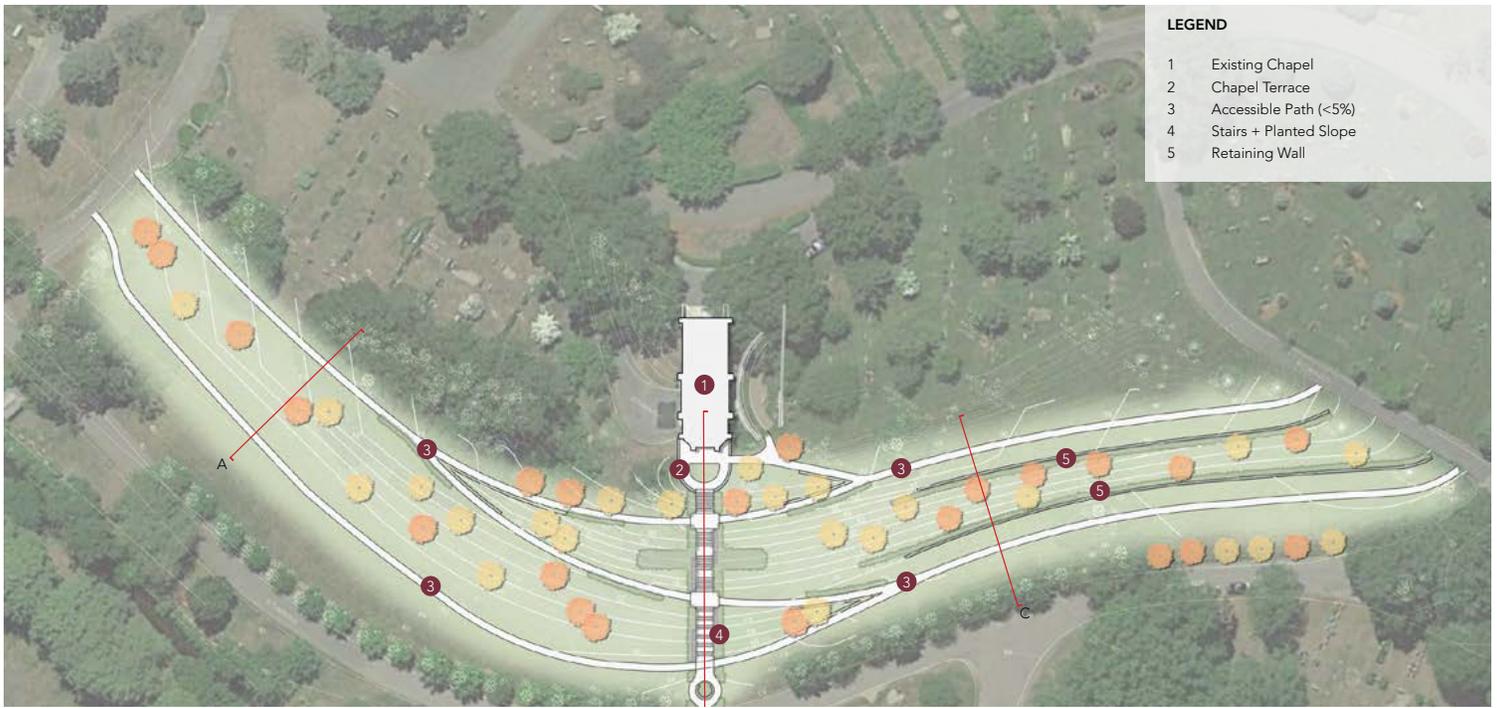
City of Taunton
170 Harris Street
Taunton, MA 02780
508.821.1415

BETA worked with the City of Taunton's Parks, Cemeteries & Public Grounds Commission to develop plans for the expansion of Mayflower Hill Cemetery. The first phase of the project included the evaluation of the project area and the development of expansion options. The options studied burial vs columbarium interments. Prior to selecting an option, the Commission held a meeting with abutters to gain their feedback. BETA prepared a presentation and briefed the public on behalf of the commission.

PROJECT STATUS

Based on the selected option, BETA prepared construction documents for the implementation of Phase I. Construction was completed in the fall of 2019.





Holyhood Cemetery

Brookline, Massachusetts

REFERENCE

A. Thomas DeMaio,
 General Manager
 Holyhood Cemetery
 584 Heath Street
 Chestnut Hill, MA 02467
 617.327.1010

SERVICES PROVIDED

- Master Planning
- Construction Documents

For over 8 years, BETA has been working on improvements for Holyhood Cemetery. Established in 1857, Holyhood Cemetery reflected the mid-19th century influence of romantic landscape cemetery planning. It was the first such cemetery in Brookline. Faced with the challenge of implementing a much-needed expansion while maintaining its historic elegance, Holyhood brought BETA on board to facilitate the seamless evolution of this important landscape. Projects implemented over time include the new columbaria and garden columbarium (2015), and the recently completed burial ground expansion. BETA's design efforts at Holyhood Cemetery combine historic restoration and aesthetic enhancement through careful consideration of grading, circulation, and planting strategies.





TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: CHARLES RIVER SEWER INTERCEPTOR STUDY**

CONTRACT # DPW 2023-09

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to perform the Charles River Sewer Interceptor Study, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required. "Terms and Conditions" reference in Attachment A is expressly excluded.
2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, June 20, 2023 to June 30, 2024. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$127,500.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for the Charles River Sewer Interceptor Study and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Sewer Interceptor Studies as well as private industry standards and best practices.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain

and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Woodard & Curran Inc., of 250 Royall Street, Suite 200E, Canton, MA 02021 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By: 

Title: Scott Medeiros, PE

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator



CERTIFICATION OF CORPORATE AUTHORITY WOODARD & CURRAN, INC.

The undersigned, Rebecca Talbert, Secretary of Woodard & Curran, Inc. (the "Company"), HEREBY CERTIFIES as follows:

She is the duly elected Secretary of the Company, a Maine corporation. At a meeting of the Board of Directors of the Company on May 10, 2023, the following resolution was adopted:

RESOLVED: That any Officer of this corporation, acting singly, be and hereby is authorized at any time and from time to time, to enter into written contracts, including for the provision of services by the Company to clients; subcontracts or purchase orders issued by the Company; confidentiality agreements; teaming agreements; letters of intent; memoranda of understanding; construction contracts; or any other document or agreement which creates an obligation, commitment or is binding on the Company, only as follows:

1. Senior Principals are authorized up to the amount of \$250,000, or as delegated.
2. Vice Presidents are authorized up to the amount of \$250,000, or as delegated.
3. Senior Vice Presidents are authorized up to the amount of \$1,000,000, or as delegated.
4. Executive Vice Presidents are authorized up to the amount of \$5,000,000, or as delegated.
5. The Chief Executive Officer is authorized up to the amount of \$15,000,000.
6. The Company's Board of Directors must authorize contracts over the amount of \$15,000,000.

The dollar thresholds above are established for the contract value and applies to the annual value of a multi-year agreement.

RESOLVED: That the Chief Executive Officer and Executive Vice Presidents, for projects within their respective business units, are authorized at any time to execute surety bonds in connection with the conduct of the Company's business, whether alone, or in joint venture with others not named herein, subject to the same dollar limits and Board approvals, as applicable, set forth above. Furthermore, that the Chief Executive Officer or Chief Financial Officer are also authorized at any time prior or subsequent to the execution of any such bonds, to execute any and all indemnity agreements, subordination agreements or any other associated agreements relating to such bonds or to any collateral that may have been or may be required to be deposited with the surety in connection with said bonds.

According to the records of the Company in my possession as of this date, the above is a true and correct copy of said resolution, said resolution has not been amended or repealed, and is in full force and effect. A list of the current Officers will be maintained in a schedule on file with the Secretary.

DATED: May 10, 2023


Rebecca Talbert, Secretary



SCHEDULE OF OFFICERS TO CERTIFICATION OF CORPORATE AUTHORITY

The following is a list of the duly appointed Officers of Woodard & Curran, Inc. and their respective signing authority limits in the Company:

CHIEF EXECUTIVE OFFICER AND PRESIDENT -up to Fifteen Million Dollars (\$15,000,000)

Alyson B. Watson

EXECUTIVE VICE PRESIDENTS -up to Five Million Dollars (\$5,000,000), or as delegated

Joseph C. Barbagallo
Brian E. Bzdawka
Thomas F. Hazlett III

Douglas J. McKeown
Chaly Jo Moyen
Peter E. Nangeroni

Steven F. Niro
David W. Remick
Rebecca G. Talbert

SENIOR VICE PRESIDENTS - up to One Million Dollars (\$1,000,000), or as delegated

Robert C. Amaral
Jennifer L. Anders
Peter Andromalos
Sergio Bazarevitsch
James Daniel Bryant
Denise L. Cameron
R. Duff Collins
Maggie Connolly
Patrick J. Cyr
David W. Dedian
Susan E. Guswa

Mary E. House
Christy Kennedy
Laura Kennedy
David Kitzmiller
Robert S. Little
David R. MacDonald
Michael H. Matson
Scott J. Medeiros
Joseph Brendan McLaughlin
Andrew Neal
Paul P. Roux

Scott C. Shannon
Jerry G. Sheehan
Persephene St. Charles
Jeffery C. Stearns
Marc G. Thomas
Patricia A. Thomes
Hugh G. Tozer
David A. White
Gillian J. Wood

[Continued on Next Page]

VICE PRESIDENTS - up to Two Hundred Fifty Thousand Dollars (\$250,000), or as delegated

Jennifer M. Andrews	James Graydon	Michael Pratt
Michael A. Apfelbaum	Michael Greenberg	Brian Ravens
Elisha Back	Matthew Grostick	Tami Ray
Daryl V. Baltazar	Jeffrey A. Hamel	Christopher Riat
Michael L. Battistelli	Richard Harmon	David Richardson
James Blanke	Carol A. Harris	James J. Rivard
Kelley C. Begin	Nicholas A. Hastings	Catherine M. Rockwell
Kevin R. Bethke	Michael Headd	Frederick Rogers
Jennifer D. Birger	Lucas A. Hellerich	Robert Scott
Joshua Boltz	Zachary L. Henderson	Barry S. Sheff
John Gregory Booth	Glenn Hermanson	Marcos P. Silvestri
Scott Bradshaw	Lauren Hertel	Lloyd K. Snyder
Brent M. Bridges	Rowena M. Holden	Douglas E. Spicuzza
Ryker Brown	Jason R. House	Andrew L. Stanhope
Glenn D. Burden	Xavier Irias	Jedd S. Steinglass
Kelly V. Camp	Paul J. Jacques Jr.	James P. Sturgis
Lisa J. Campe	Gisa Ju	Ryan J. Sullivan
Kenneth W. Carlson	Ali Kalantar	Ali Taghavi
Anthony C. Catalano	Kenneth Kohlbrenner	Michael S. Thompson
Mesut Cayar	Christine K. Kohne	Kyle E. Tracy
Rebecca A. Corbin	David Kurtz	Rajendra D. Vaidya
Robin Cort	Robert L. Laird	Anthony Valdivia
Kenneth Danila	Jeanna Long	Matthew J. Valentine
Craig B. Deeney	Tanis J. Marquette	Abigail C. Varga
Carrie A. Del Boccio	Brian R. McGrath	Denise C. Waite
Justin F. deMello	William L. Medlin	Donald J. Weeks
Brian Dietrick	Peter J. Martin	Kathleen Welter
Paul A. Dombrowski	Nathan T. McLaughlin	Bert J. Wesley
Leslie Dumas	Christopher R. McMahon	Eliza Jane Whitman
Shannon J. Eyler	Inken N. Mello	James D. Wilson
Andrew J. Fitzpatrick	Jason Muche	Daniel Windsor
Gregory Frieden	Saquib Najmus	Daniel M. Wolfram
Michael J. Geary	Maureen Neville	Michael J. Van der Heijden
Jennifer Glynn	Paul Norian	
M. Scott Goldman	Mark E. Pietrucha	
Domagoj Gotovac	Robert T. Polys	

ATTACHMENT

A

April 14, 2023



Mr. Maurice Goulet
Town of Medfield
Department of Public Works Director
55 North Meadow Road
Medfield, MA 02052

Re: Proposal for Professional Engineering Services
FY23 Infiltration and Inflow (I/I) Assessment

Dear Mr. Goulet:

Woodard & Curran appreciates the opportunity to submit this proposal to the Town of Medfield, Massachusetts (the Town) for engineering services associated with the continued assessment of the Town's wastewater collection system, with a focused condition assessment of the Town's interceptor sewer (36-42" RCP) that is located adjacent to the Charles River. The phases described within will provide an outline of the services Woodard & Curran will complete in order to assess the current structural condition and presence of infiltration and inflow (I/I) entering the collection system and interceptor.

The project will be completed in accordance with the Scope of Services, Compensation, Schedule, and Clarifications and Assumptions as defined herein.

BACKGROUND

The Town of Medfield's wastewater collection system was primarily installed in the 1970s and is experiencing groundwater infiltration and rainfall induced infiltration as a result of structural defects within the sewer pipes and manholes. In the Spring of 2020 Woodard & Curran evaluated the presence of infiltration and inflow measured by the Town's nine permanent wastewater flow meters and identified that multiple sewer subareas are prone to infiltration produces high flows at the Town's wastewater treatment plant that leads to operational challenges and NPDES permit violations. Sewers found to have excessive flows based upon the flow metering analysis were evaluated using the MassDEP I/I Guidelines and Sewer System Evaluation Survey (SSES) was conducted.

The Town of Medfield's main sewer interceptor is located along the Charles River and transports the majority of the Town's wastewater flow to the Medfield WWTP. The 36-42" RCP sewer was constructed in the mid-1970s and is nearing the end of its design life (50 years). It is common in sewers of this material, size, and slope to experience microbiologically induced corrosion (MIC) due to the presence of hydrogen sulfide gas that is present from the wastewater. MIC can lead to degradation of the concrete leading to spalling concrete and corrosion of the reinforcing steel, this poses a significant risk of sewer failure that would be costly to repair on an emergency basis due to the location and wastewater bypass requirements of the pipeline. Therefore, the purpose of this scope of work is to perform a condition assessment to estimate the remaining useful life of the interceptor.

The interceptor was partially rehabilitated in 2007 for infiltration located at the pipe joints using Cretex Joint gaskets, the condition and effectiveness of infiltration mitigation will be assessed.

SCOPE OF SERVICES

Woodard & Curran will coordinate with a subcontractor to perform internal CCTV inspection of the Town's wastewater collection system, focused on the Charles River Interceptor. Woodard & Curran will perform a condition assessment of the inspected pipes to understand the remaining useful life of the infrastructure, focused on the reinforced concrete sewer interceptor.



Task 1: Field Coordination

The Interceptor is located along a sewer easement between the Charles River and mostly residential buildings. Based upon previous visits to the site, the easement is overgrown in most locations and access to most manholes will require special planning with Town staff and residents. This task will develop an inspection plan and identify locations where the Contractor will require access and easement clearing to be completed by the Town prior to contractor mobilization. A resident notification plan will be developed and distributed to impacted residents. A total of 8 hours of coordination with impacted residents after distribution of the notification plan is budgeted.

Deliverables:

- Inspection Plan with locations to be cleared to provide access to Contractor personnel and equipment.
- Resident Notifications

Task 2: CCTV Inspection

To facilitate sewer pipe and manhole inspection along the Interceptor, Woodard & Curran will hire a pipeline inspection company. A total of 10 working inspection days is included in this proposal and Woodard & Curran will provide one field representative to coordinate with abutters and the pipeline inspection company. Should inspection of the pipeline not be completed with 10 working days, Woodard & Curran will discuss with the Town if additional funds are necessary to understand the condition of the interceptor. Manhole inspections will be completed for the access point manholes. Inspections will be completed using the National Association of Sewer Service Companies (NASSCO) standards and is expected to be completed within two weeks of mobilization. Woodard & Curran will provide one on-site staff member to observe the inspections and coordinate with homeowners as needed. Access to the Interceptor will be as described in Task 1. Cleaning and temporary wastewater bypass of the Interceptor is not included in this Task. Should significant debris or structural defect be encountered, Woodard & Curran will inform the Town.

Deliverables:

- Closed-Circuit Television (CCTV) videos and NASSCO PDF reports
- Manhole Inspection Reports

Task 3: Condition Assessment and Technical Memorandum

Woodard & Curran will review available pipeline and manhole inspection reports to assess the structural, maintenance, and I/I related defects. Based on the reports remaining useful life and I/I quantities will be estimated.

Deliverables:

- Draft Technical Memorandum

- Final Technical Memorandum

Task 4: On-Call Technical Support Services

Under this task, Woodard & Curran will provide wastewater technical support to the DPW on an as-needed basis. Support services will be provided within the available budget, we will keep the Town informed as budget is utilized. We anticipate the support services may include the following activities, but are not limited to, as requested by the Medfield DPW:

- Assistance with annual reporting to the Massachusetts Department of Environmental Protection (MassDEP).
- Assistance with the Town’s wastewater Administrative Consent Order.
- Provide input and offer funding and financing guidance and recommendations for wastewater planning and capital projects, such as the MassDEP Clean Water State Revolving Fund (CWSRF).



COMPENSATION

The following table presents our fee through a lump sum billing method for the professional services for the Phases listed herein. The total fee of \$127,500 will not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town.

Task	Labor Fee	Subcontractor & Expense	Total Fee
1 - Field Coordination	\$9,000	\$500	\$9,500
2 - CCTV Inspection	\$20,000	\$72,000	\$92,000
3 - Condition Assessment & Technical Memorandum	\$17,000	-	\$17,000
4 – On-Call Technical Support Services	\$9,000	-	\$9,000
Total W&C Fee	\$55,000	\$72,500	\$127,500

PROJECT SCHEDULE

Woodard & Curran is available to commence work within 30 days upon a signed contract. The anticipated start date for field work is the Fall/Winter of 2023 when vegetation is at its minimum. The technical memorandum will be delivered within 90 days of receipt of the field investigation deliverables from the inspection subcontractor(s).

CLARIFICATIONS AND ASSUMPTIONS

Exclusions from the scope of work and costs presented above include the following:

- All work will be completed within existing right-of-way’s. Clearing of easements will be completed by the Town.
- Cleaning and sewer bypass of the interceptor is excluded.
- Rehabilitation design is excluded.
- No permitting will be required as this work is maintenance of existing utilities withing existing easements. An RDA for this work is not included.
- The cost of police details to safely complete the above referenced scope of work is not included. Police details will be scheduled by field subcontractors and paid for by the Town.

TERMS AND CONDITIONS

All services will be performed in accordance with the Term and Conditions agreed to between the Town of Medfield and Woodard & Curran. We appreciate the opportunity to continue to support the Town of Medfield DPW. If necessary, please reference a purchase order number if required for billing purposes.

Sincerely,

WOODARD & CURRAN, INC.



A handwritten signature in blue ink that reads "Scott Salvucci".

Scott C. Salvucci, P.E.
Client Manager, Principal

A handwritten signature in blue ink that reads "Peter Lyons".

Peter Lyons, P.E.
Project Manager

State Aid Program - Project Request

Project Name: Chapter 90 - Medfield- South Street

Application Date: 6/12/2023

Applicant Information

Municipality	MEDFIELD
District	District 3

Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3002
Address	55 North Meadows Road
Zip Code	02052

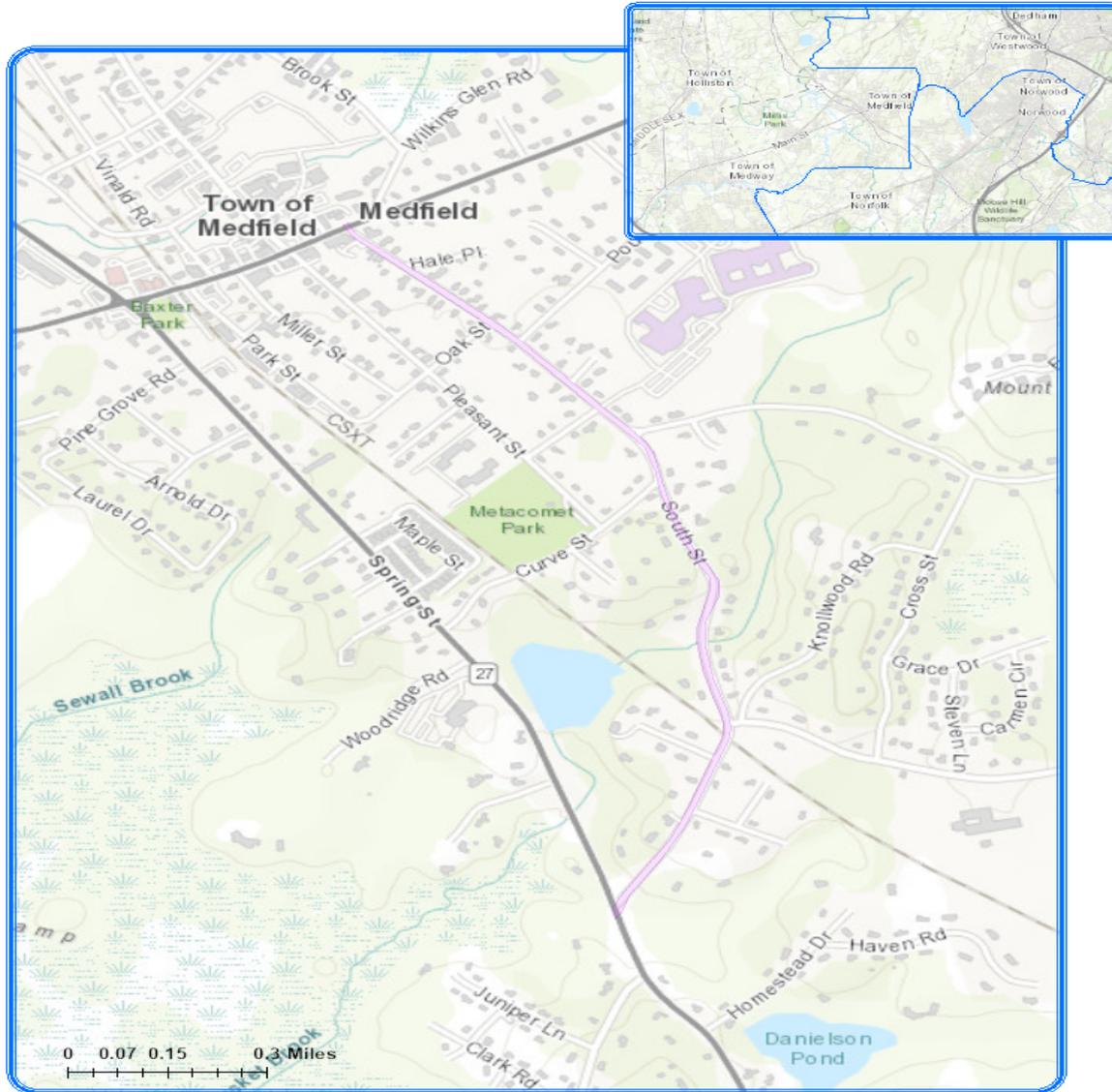
Grant Type

Grant Type	Chapter 90	
Project Type	Construction	

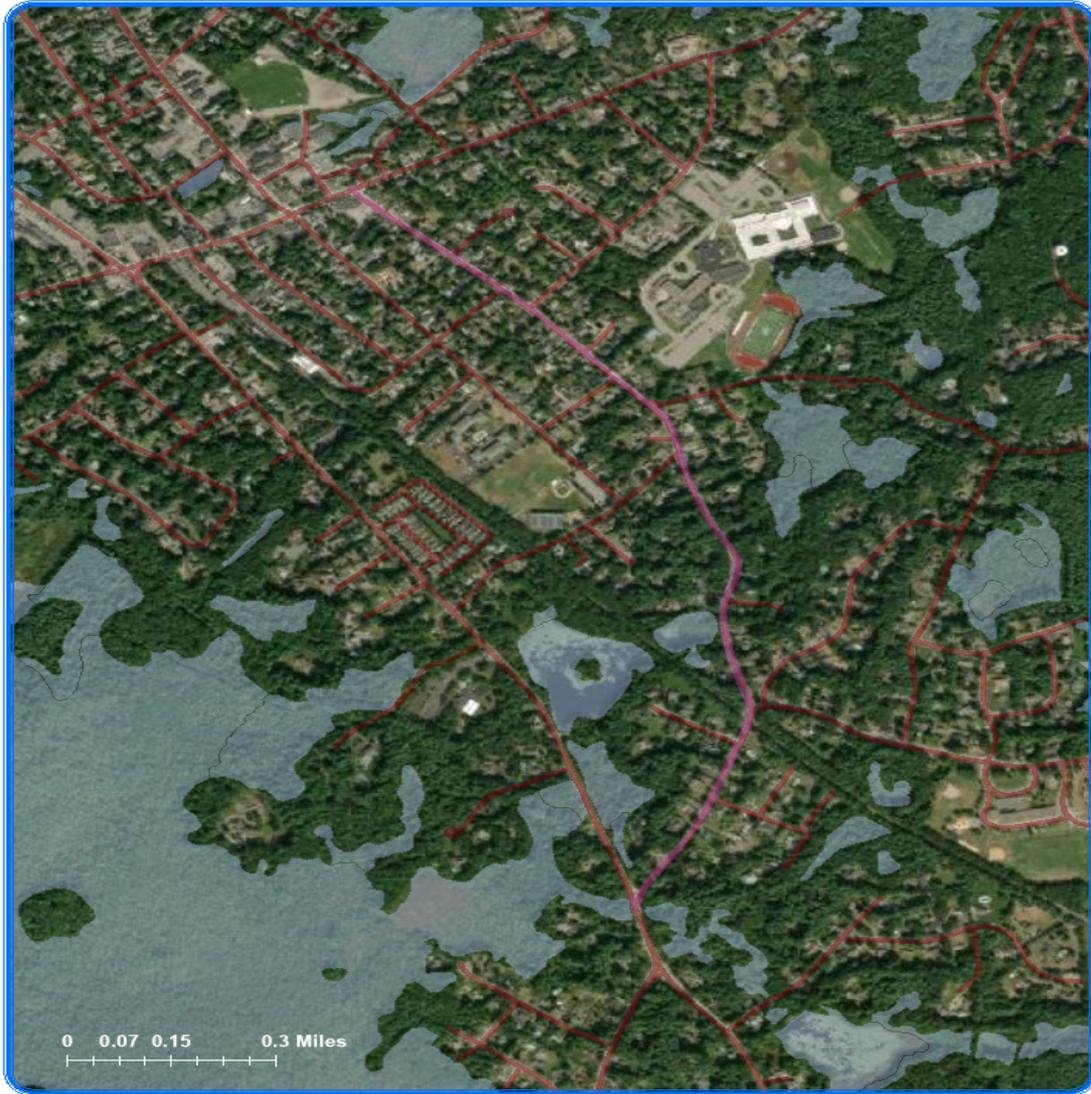
Nature of Request

Scope of Work	Mill and Overlay with ADA Sidewalk Ramps and Traffic Markings
Desired Start of Construction Date	06/26/2023

GIS MAP



IMAGERY MAP



Legend

-  Road Inventory
-  Wetlands
-  Sketching tool

Geo Processing Summary

No Intersection found with HSIP Clusters

No Intersection found with HSIP Pedestrian Crash Clusters

No Intersection found with HSIP Bicycle Crash Clusters

No Intersection found with Top 200 Intersection Clusters

Intersection found with Schools (a)

Intersection found with Schools (b)

No Intersection found with Condition Index

No Intersection found with Bridges

No Intersection found with Culverts

No Intersection found with RSA

No Intersection found with Opportunity Zones

No Intersection found with Freight Corridors

No Intersection found with Rail Yard

No Intersection found with Seaport

No Intersection found with Environmental Justice

No Intersection found with Environmental Justice (1/4 mile buffer)

No Intersection found with Title VI

No Intersection found with Title VI (1/4 mile buffer)

Intersection found with Housing Choice Communities

Intersection found with Schools

No Intersection found with Hospitals

No Intersection found with Transit stations

No Intersection found with Open Space, Article 97

No Intersection found with Impaired Waterbodies 1/4 mile buffer (streams)

No Intersection found with Impaired Waterbodies 1/4 mile buffer (lakes)

No Intersection found with DEP Wetland Areas (100 foot buffer) Rivers

No Intersection found with DEP Wetland Areas (100 foot buffer) Lakes

No Intersection found with DEP Wetland Areas (100 foot buffer) River Basin

Intersection found with DEP Wetland Areas (100 foot buffer) River Basin and Coastal Drainage Area

No Intersection found with DEP Wetland Areas (100 foot buffer) Coastal Drainage Area

Intersection found with DEP Wetland Areas (100 foot buffer) Linear

Intersection found with DEP Wetland Areas (100 foot buffer) Area

No Intersection found with ACEC

No Intersection found with ORW

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Priority Natural Communities

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Forest Core

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Vernal Pool Core

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - BioMap2 Wetlands

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Aquatic Core

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Species of Conservation Concern

No Intersection found with NHESP Rare Habitat (100 foot buffer of priority habitat)

No Intersection found with Coldwater Fisheries

No Intersection found with NHESP Rare Habitat (100 foot buffer of estimated habitat)

No Intersection found with Certified Vernal Pools (750 foot buffer)

Intersection found with Potential Vernal Pools (750 foot buffer)

Intersection found with Flood Zone Polygons

No Intersection found with Vulnerable Culverts

No Intersection found with Vulnerable Bridges

No Intersection found with Article 97 Open Space attribute

Succeeded at Monday, June 12, 2023 11:10:18 AM (Elapsed Time: 22.77 seconds)

Construction Details MassDOT

Construction Details:

Project Location:	South Street - Medfield
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Primary Roadway(s) or Facility:

Route/Street ID	Route/Street Name	Begin	End	Mileage	Jurisdiction	Primary
N1680 NB	SOUTH STREET	0	1.17	1.17	City or Town accepted road	●
SR27 NB	SOUTH STREET, SPRING STREET	36.9337	36.9389	0.0052	City or Town accepted road	⚙

Environmental Screening

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

Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$410,000.00
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Attach Preliminary Estimate:

[South Street_Mill and Overlay_2023.pdf](#)

CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	6300
Width	26
Typical section details	
Surface	SuperPave 9.5mm top course
Base course	
Foundation	
Shoulders/Sidewalk	Sidewalk ramps to be ADA compliant

- Work to be done Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

CERTIFICATION

Signed:	<i>Maurice Goulet</i>	
	Director of Public Works	06/13/2023
	Highway Official's Title	Date
	Accounting Official's Title	Date
Date	Duly Authorized Municipal Officials	
Date	Municipal (Others)	
Date	Municipal (Others)	

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

State Aid Program - Project Request

Project Name: Chapter 90 - Medfield - Various Roads 2023

Application Date: 6/13/2023

Applicant Information

Municipality	MEDFIELD
District	District 3

Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3003
Address	55 North Meadows Road
Zip Code	02052

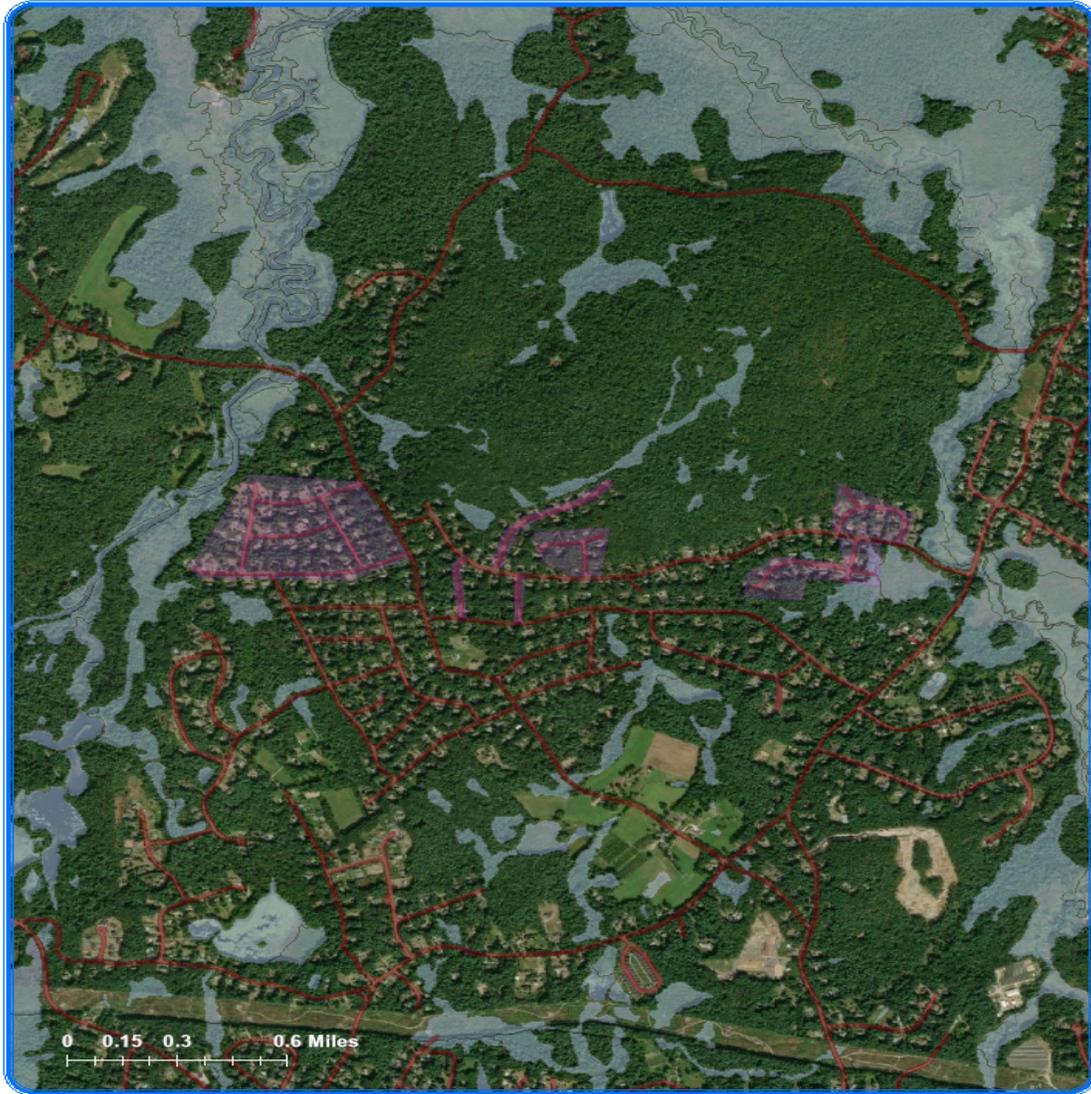
Grant Type

Grant Type	Chapter 90	
Project Type	Construction	

Nature of Request

Scope of Work	Resurface various roads with schimming and rubber chip seal
Desired Start of Construction Date	06/26/2023

IMAGERY MAP



Legend

- Road Inventory
- Wetlands
- Sketching tool

Geo Processing Summary

No Intersection found with HSIP Clusters

No Intersection found with HSIP Pedestrian Crash Clusters

No Intersection found with HSIP Bicycle Crash Clusters

No Intersection found with Top 200 Intersection Clusters

Intersection found with Schools (a)

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No Intersection found with Potential Vernal Pools (750 foot buffer)

Intersection found with Flood Zone Polygons

No Intersection found with Vulnerable Culverts

No Intersection found with Vulnerable Bridges

Intersection found with Article 97 Open Space attribute

No Intersection found with Hazardous Materials

No Intersection found with 2070 Vulnerable Culverts

No Intersection found with 2070 Vulnerable Bridges

No Intersection found with Previous Projects

Succeeded at Tuesday, June 13, 2023 2:35:13 PM (Elapsed Time: 4 minutes 17 seconds)

Construction Details MassDOT

Construction Details:

Project Location:	Subdivisions off Indian Hill Road and Orchard Street
-------------------	--

Primary Roadway(s) or Facility:

Route/Street ID	Route/Street Name	Begin	End	Mileage	Jurisdiction	Primary
L123678 NB	SENECA STREET	0.0033	0.0732	0.0699	City or Town accepted road	⚙
L160675 NB	SENECA STREET	0	0.0908	0.0908	City or Town accepted road	⚙
L156847 EB	MOHAVE ROAD	0	0.1323	0.1323	City or Town accepted road	⚙
L204578 NB	HOPI AVENUE	0.0069	0.0972	0.0903	City or Town accepted road	⚙
L157100 NB	HEMLOCK LANE	0.0061	0.0874	0.0813	City or Town accepted road	⚙
L203395 NB	HEMLOCK LANE	0	0.0405	0.0405	City or Town accepted road	⚙
L109752 EB	NAUSET STREET	0.0088	0.256	0.2472	City or Town accepted road	⚙
L115840 NB	ONONDAGA LANE	0.0139	0.3509	0.337	City or Town accepted road	●

Environmental Screening

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

Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$242,000.00
-----------------------------	--------------

Attach Preliminary Estimate:

[Various Roads_Rubber Chip Seal.pdf](#)

CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	0
Width	0
Typical section details	
Surface	Rubber Chip Seal
Base course	
Foundation	
Shoulders/Sidewalk	Bituminous Concrete with Concrete Curb Ramps

- Work to be done Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

CERTIFICATION

Signed:	<i>Maurice Ebolet</i>	
	Director of Public Works	06/13/2023
	Highway Official's Title	Date
	Accounting Official's Title	Date
Date	Duly Authorized Municipal Officials	
Date	Municipal (Others)	
Date	Municipal (Others)	

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

State Aid Program - Project Request

Project Name: Chapter 90 - Medfield - Curve Street

Application Date: 5/19/2023

Applicant Information

Municipality	MEDFIELD
District	District 3

Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3003
Address	55 North Meadows Road
Zip Code	02052

Grant Type

Grant Type	Chapter 90	
Project Type	Consultantservices	

Nature of Request

Scope of Work	Engineering Truck Exclusion Study for Curve Street in Medfield
Desired Start of Construction Date	05/23/2023

Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$9,500.00
-----------------------------	------------

Attach Preliminary Estimate:

[Letter Scope and fee.pdf](#)

CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	1725
Width	23
Typical section details	
Surface	
Base course	
Foundation	
Shoulders/Sidewalk	

- Work to be done Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

CERTIFICATION

Signed:	<i>Maurice Goulet</i>	
	Director of Public Works	06/13/2023
	Highway Official's Title	Date
	Accounting Official's Title	Date
Date	Duly Authorized Municipal Officials	
Date	Municipal (Others)	
Date	Municipal (Others)	

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



State Aid Reimbursable Programs Reimbursement Request

City/Town: Medfield Project Name: Main Street Resurfacing

Contract # _____

Program Type: Chapter 90 Complete Streets Shared Streets Small Bridge Other

Project request was approved on 05/05/2022 For \$ 354,000.00

at 100% Reimbursement Rate = \$ 354,000.00.

- 1) Attached are forms which document payment of approved expenditures totaling \$ 293,864.26 for which we are requesting \$ 293,864.26 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 353,179.16 Including this payment.
- 3) Is this request for a FINAL payment on this project? Yes No
If yes: Include a "Final Report"
- 4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Maurice Goulet Director of Public Works 06/13/2023
(Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title) _____
DATE _____ (Duly Authorized)

Submit this form to the District State Aid Engineer and Highway Director.

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)



STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Medfield

PROJECT NAME: Main Street Resurfacing

PROGRAM TYPE: Chapter 90 Muni Bridge Complete Streets Other

MATERIALS for period beginning 7/1/2022 and ending 6/30/2023
both inclusive, on account of Contract No. _____ with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE	AMOUNTS	CHECK #	REMARKS
				\$	\$		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	292.00	292.00		
Medfield Police	Detail	1.00	ls	292.00	292.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	146.00	146.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
Medfield Police	Detail	1.00	ls	438.00	438.00		
					0.00		
Medfield Police	Detail	1	ls	292.00	292.00		
Medfield Police	Detail	1	ls	292.00	292.00		
Medfield Police	Detail	1	ls	292.00	292.00		
Medfield Police	Detail	1	ls	292.00	292.00		
Medfield Police	Detail	1	ls	292.00	292.00		
					0.00		
TOTAL					\$6,570.00		

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962. Signed under the penalty of perjury."

Maurice Goulet 6/13/2023

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)



FINAL REPORT STATE AID REIMBURSABLE PROGRAMS

FUNDING PROGRAM: Chapter 90 Municipal Small Bridge Complete Streets Other

Contract #: _____

City/Town: Medfield Project Name: Main Street Resurfacing

Location(s): _____

Length: 10,230 Feet Width: 35 Feet

Work was Started: 7/1/22 and Completed: 6/10/23

Work was Suspended: / / and Resumed: / /

Done by: Force Account Advertised Contract Other

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes No

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$293,864.26
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	<u>\$293,864.26</u>

SCOPE OF WORK:

Bonded Wearing Course Resurfacing, Shimming with Traffic Markings and QA/QC testing

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY:

Maurice Goulet

Director of Public Works 06/13/2023
Highway Officer's Title Date

Accounting Officer's Title Date

SIGNED:

Duly Authorized Municipal Officials Date

- Include additional contract numbers if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

Submit this Form to District Highway Director



All States Construction, Inc.
All States Materials Group ®

PO Box 91
Sunderland, MA 01375
413-665-7021

This Invoice Was Prepared For You By:
Crystal McCormick
ar@asmg.com

To: **Town of Medfield MA**
55 North Meadows Road
Medfield, MA 02052

Invoice: 1113655
Date: 08/26/22
Payment Terms: Net 30
Invoice Due Date: 09/25/22
Pay Application No: 1

Contract: 220023- T/O Medfield, MA: Bonded Wearing Course

Customer : 51529

Item	Description	Current Quantity	UM	Unit Price	Current Total
123-01	Paver PI Surf Trmt Type A	46,430.00	SY	7.750	359,832.50
123-99	Asphalt Adjustment	1,802.72	TON	11.700	21,091.82
153-01B	Police	0.000	LS	2,615.650	0.00
156-01	Adjust Structures	67.000	EA	400.000	26,800.00
156-01C	Structures Rebuilt	0.000	VF	325.000	0.00
156-01V	Structure Remodel	0.000	EA	520.000	0.00
Contract 220023- Billing Summary					
Total Billed:					407,724.32
Less Retainage:					0.00
Amount Due:					<u>\$407,724.32</u>

\$151,994.58

in st Chap 90



All States Construction, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021
www.asmg.com

BILL TO:

JOB:

220023

Town of Medfield
Highway Department
55 North Meadows Road
Medfield, MA 02052

Various Streets

PO#:

INVOICE: 20221101

DATE: 11/1/2022

DATE	SLIP #	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXT. PRICE
11/1/2022		Millis Police	1.000	Ls	\$741.18	\$741.18
		Dover Police	1.000	Ls	\$528.00	\$528.00
		Norfolk Police	1.000	Ls	\$877.53	\$877.53
		Medfield Police	1.00	Ls	\$2,614.65	\$2,614.65
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

	SALES TAX:	\$0.00
	INVOICE TOTAL:	\$4,761.36

1. TO PROMPTLY PAY ALL INVOICES, IN FULL, IN ACCORDANCE WITH THE TERMS OF SALE, WHICH ARE NET 30 DAYS FROM INVOICE DATE, UNLESS OTHERWISE AGREED TO BY BOTH PARTIES IN WRITING

2. TO PAY A DEFAULT RATE OF INTEREST FOR LATE PAYMENTS, COMPUTED AT AN ANNUAL PERCENTAGE RATE OF EIGHTEEN (18%) PERCENT (1.5% PER MONTH), ON ANY UNPAID BALANCE 30 DAYS OR MORE PAST DUE FROM INVOICE DATE

3. TO PAY ATTORNEY'S FEES AND EXPENSES INCURRED IN COLLECTION EFFORTS, AFTER DEFAULT.

4. NOTIFICATION TO US OF ANY REJECTION, PR REPUDIATION OF OUR PRODUCTS MUST BE RECEIVED BY US, IN WRITING, WITHIN 10 DAYS AFTER DELIVERY, OR DEEMED CONCLUSIVELY WAIVED

5. YOU ARE AUTHORIZED TO SHIP PRODUCT TO ANY PERSON WHO REPRESENTS HIMSELF/HERSELF AS AUTHORIZED TO DO SO BY APPLICANT.

An Equal Opportunity Employer

Medfield Police Department
112 North Street
MEDFIELD, MA 02052

*ch. 90
RAF*

Invoice For Details

TOWN OF MEDFIELD DPW
Attention: MOE
459 MAIN ST
MEDFIELD, MA 02052

Today's Date	09/02/2022
Page	1 of 2
Billing Date	09/02/2022
Invoice #	22-75-DV
Total	5110.00

Worked: 08/16/2022	Entered: 09/02/2022	Name: Special Police Officer Thomas M LaPlante	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00
Worked: 08/16/2022	Entered: 09/02/2022	Name: Special Police Officer Christine M DiNatale	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00
Worked: 08/19/2022	Entered: 09/02/2022	Name: Special Police Officer Christine M DiNatale	
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00
Worked: 08/19/2022	Entered: 09/02/2022	Name: Special Police Officer Thomas M LaPlante	
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00
Worked: 08/24/2022	Entered: 09/02/2022	Name: Special Police Offic Robert LaPlante	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00
Worked: 08/24/2022	Entered: 09/02/2022	Name: Special Police Officer Thomas M LaPlante	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00
Worked: 08/24/2022	Entered: 09/02/2022	Name: Special Police Officer Christine M DiNatale	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00
Worked: 08/25/2022	Entered: 09/02/2022	Name: Special Police Officer Christine M DiNatale	
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00

next page ->

Medfield Police Department

112 North Street
MEDFIELD, MA 02052

Invoice For Details

TOWN OF MEDFIELD DPW
Attention: MOE
459 MAIN ST
MEDFIELD, MA 02052

Today's Date	09/02/2022
Page	2 of 2
Billing Date	09/02/2022
Invoice #	22-75-DV
Total	5110.00

Worked: 08/25/2022	Entered: 09/02/2022	Name: Special Police Officer Thomas M LaPlante		
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00	
Worked: 08/25/2022	Entered: 09/02/2022	Name: Special Police Offic Robert LaPlante		
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00	
Worked: 08/26/2022	Entered: 09/02/2022	Name: Special Police Offic Robert LaPlante		
Hours: 4.00	Cost: 146.00	Fees: 0.00	Total: 146.00	
Worked: 08/26/2022	Entered: 09/02/2022	Name: Special Police Officer Thomas M LaPlante		
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00	
Worked: 08/26/2022	Entered: 09/02/2022	Name: Special Police Officer Christine M DiNatale		
Hours: 12.00	Cost: 438.00	Fees: 0.00	Total: 438.00	
All Charges For This Invoice		Cost: 5110.00	Fees: 0.00	Total: 5110.00

330422
520000

Medfield Police Department

112 North Street
MEDFIELD, MA 02052

Invoice For Details

Highway Department
Town House
MEDFIELD, MA 02052

Today's Date	09/30/2022
Page	1 of 1
Billing Date	09/29/2022
Invoice #	22-94-DV
Total	1460.00

Worked: 09/19/2022	Entered: 09/29/2022	Name: Special Police Officer Christine M DiNatale		
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00	
Worked: 09/20/2022	Entered: 09/29/2022	Name: Special Police Officer Thomas M LaPlante		
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00	
Worked: 09/20/2022	Entered: 09/29/2022	Name: Special Police Officer Christine M DiNatale		
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00	
Worked: 09/21/2022	Entered: 09/29/2022	Name: Special Police Officer Thomas M LaPlante		
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00	
Worked: 09/21/2022	Entered: 09/29/2022	Name: Special Police Officer Christine M DiNatale		
Hours: 8.00	Cost: 292.00	Fees: 0.00	Total: 292.00	
All Charges For This Invoice		Cost: 1460.00	Fees: 0.00	Total: 1460.00



Remit to: Vanasse Hangen Brustlin, Inc.
 PO Box 845179
 Boston, MA 02284-5179
 617.924.1770 F 617.924.2286

Invoice

DATE: August 17, 2022
 INVOICE NO. 1-A
 PROJECT NO. 46265.22
 TASK NO.

MR. MAURICE GOULET
 DIR. OF PUBLIC WORKS - MEDFIELD, MA
 55 NORTH MEADOWS ROAD
 MEDFIELD, MA 02052

FOR: On call HMA Plant and Field Testing Services 2022

Professional Services From:	10-Jul-22	to	6-Aug-22
	HOURS	RATE	AMOUNT
<u>SPECIALIST'S TECHNICAL SERVICES / PROJECT MANAGEMENT</u>			
J. Otero/E. Schnerr JMF review/Project prep/scheduling/reports	9.0	Hours @ \$ 165.00	\$ 1,485.00
<u>COMPACTION TESTING INSPECTION W/GAUGE</u>			
T. Timberman 7/13	8.0	Hours @ \$ 99.00	\$ 792.00
7/13 (.5)	0.5	OT Hours @ \$ 148.50	\$ 74.25
J. Otero 7/20, 7/21, 7/22	24.0	Hours @ \$ 99.00	\$ 2,376.00
7/20 (5), 7/21 (2), 7/22 (5)	12.0	OT Hours @ \$ 148.50	\$ 1,782.00
<u>HMA PLANT TESTING</u>			
J. Brekke 7/20, 7/21, 7/22	24.0	Hours @ \$ 94.00	\$ 2,256.00
7/20 (4.5), 7/21 (2), 7/22 (5)	11.5	OT Hours @ \$ 141.00	\$ 1,621.50
A. Williamson 7/13	8.5	Hours @ \$ 94.00	\$ 799.00
<u>CORING CREW AND CORING RIG</u>			
		Days @ \$ 850.00	\$ -
Total Engineering & Inspection Services			\$ 11,185.75
<u>LABORATORY TESTING & UNIT BILLINGS</u>			
Sieve Analysis		tests @ \$ 110.00	\$ -
Theoretical Maximum		tests @ \$ 120.00	\$ -
Density (Bulk)	6	tests @ \$ 45.00	\$ 270.00
Core Thickness	6	tests @ \$ 40.00	\$ 240.00
Trimming of Bituminous Cores	6	tests @ \$ 25.00	\$ 150.00
		\$	\$ -
		\$	\$ -
Mileage	1552	miles @ \$ 0.65	\$ 1,008.80
Total Laboratory Testing & Unit Billing:			\$ 1,668.80
<u>REIMBURSABLE EXPENSES</u>			
lodging	\$0.00		\$ -
tolls	\$0.00		\$ -
Printing, postage	\$0.00		\$ -
Equipment Rental - Core Rig	\$100.00		\$ 100.00
TOTAL THIS INVOICE:			\$ 12,954.55

PAYMENT DUE UPON RECEIPT

CUMULATIVE BILLINGS	CURRENT	PRIOR PDS	TO-DATE	
HOURLY	\$ 11,185.75		\$ 11,185.75	CONTRACT TOTAL \$11,185.75 (11,185.75)
UNITS	\$ 1,668.80		\$ 1,668.80	
REIMBURSABLES	\$ 100.00	\$ -	\$ 100.00	REVENUE \$12,954.55
TOTALS	\$ 12,954.55	\$ -	\$ 12,954.55	

Ch. 90
19094

Markings Inc.

Invoice

30 Riverside Drive
Pembroke, MA 02359

Complete Pavement Marking Services

TELEPHONE:
(781) 826-5171
FAX (781) 826-1121

Date	Invoice #
8/31/2022	53741B

Bill To
TOWN OF MEDFIELD 55 NORTH MEADOW ROAD MEDFIELD, MA. 02052 ATTN: Dan Burgess

330422
520000

Due Date	Job Num	Terms	Project	B Status
9/30/2022	MAIN STREET	Net 30		

Quantity	Item Code	Description	Price Each	Amount
		PAYING OUT AND PAINTING NEW PAVEMENT MARKINGS ON MAIN STREET ON 8/30 - 8/31/22 AS DIRECTED.		
21,640	BID - PAINT	4" YELLOW CENTERLINE - BID - PAINT (LF)	0.06	1,298.40
23,206	BID - PAINT	4" WHITE EDGELINE - BID - PAINT (LF)	0.06	1,392.36
600	BID - PAINT	12" WHITE CROSSWALK & STOPLINE - BID - PAINT (LF)	0.58	348.00
356	BID - PAINT	12" YELLOW LINE - BID - PAINT (LF)	0.58	206.48
17	BID - PAINT	ARROWS - BID - PAINT (EA)	24.95	424.15
2	BID - PAINT	8' - "ONLY" - BID - PAINT (EA)	37.25	74.50
1	BID - LABOR O...	NEW WORK LAYOUT FEE (EA)	750.00	750.00
1	Fuel Surcharge	2% Fuel Surcharge (EA)	89.88	89.88

Thank you for your business.

Total \$4,583.77

Please return copy of invoice with payment. Thank you for your business!

Balance Due \$4,583.77



State Aid Reimbursable Programs Reimbursement Request

City/Town: Medfield Project Name: Various Roads – Rubber Chip Seal

Contract # _____

Program Type: Chapter 90 Complete Streets Shared Streets Small Bridge Other

Project request was approved on 07/01/2022 For \$ 237,129.00

at 100% Reimbursement Rate = \$ 237,129.00.

- 1) Attached are forms which document payment of approved expenditures totaling \$ 201,224.08 for which we are requesting \$ 201,224.08 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 201,224.08 Including this payment.
- 3) Is this request for a FINAL payment on this project? Yes No
If yes: Include a "Final Report"
- 4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Maurice Goulet Director of Public Works 06/13/2023
(Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title) _____
DATE _____ (Duly Authorized)

Submit this form to the District State Aid Engineer and Highway Director.

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)



**FINAL REPORT
STATE AID REIMBURSABLE PROGRAMS**

FUNDING PROGRAM: Chapter 90 Municipal Small Bridge Complete Streets Other

Contract #: _____

City/Town: Medfield Project Name: Various Roads Rubber Chip Seal

Location(s): _____

Length: Varies Feet Width: Varies Feet

Work was Started: 7/1/22 and Completed: 9/1/22

Work was Suspended: / / and Resumed: / /

Done by: Force Account Advertised Contract Other

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes No

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$201,224.08
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	<u>\$201,224.08</u>

SCOPE OF WORK:

Rubber Chip Seal Resurfacing with Asphalt Shimming

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY:

Maurice Goulet

Director of Public Works 06/13/2023
Highway Officer's Title Date

Accounting Officer's Title Date

SIGNED:

Duly Authorized Municipal Officials Date

- Include additional contract numbers if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

Submit this Form to District Highway Director



All States Construction, Inc.
All States Materials Group ®

ch 90

PO Box 91
Sunderland, MA 01375
413-665-7021

This Invoice Was Prepared For You By:
Crystal McCormick
ar@asmg.com

Where the Rubber is the Road!™

To: **Town of Medfield MA**
55 North Meadows Road
Medfield, MA 02052

Invoice: 1113210

Date: 07/06/22

Payment Terms: Net 30

Invoice Due Date: 08/05/22

Pay Application No: 1

Contract: 220038- T/O Medfield, MA: 20% ARST w/ Sweeping

Customer : 51529

Item	Description	Current Quantity	UM	Unit Price	Current Total
112-04	20% AR Stone Seal w/ Sweeping	38,734.000SY		5.250	203,353.50
112-99	Asphalt Adjustment	38,734.000SY		0.490	18,979.66
		Paid \$ 14,197.15			
		Paid \$ 34,199.28			
		<u>48,396.43</u>			
Contract 220038- Billing Summary					
Total Billed:					222,333.16
Less Retainage:					0.00
Amount Due:					<u>\$222,333.16</u>

173,936.73

— An Equal Opportunity Employer —



All States Construction, Inc.

All States Materials Group®

PO Box: 91
Sunderland, MA 01375
413-665-7021
www.asmg.com

BILL TO:

JOB: 230063

Town of Medfield
Highway Department
55 North Meadows Road
Medfield, MA 02052

Main Street and Various Streets

PO#:

INVOICE: 20230609

DATE: 6/9/2023

DATE	SLIP#	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXT. PRICE
6/9/2023		Asphalt shimming on Main Street and various streets	758.310	TON	\$185.00	\$140,287.35
						\$0.00
						\$0.00
						\$0.00
		MAIN ST = \$113,000.00				\$0.00
		VARIOUS ROADS = \$ 27,287.35				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

SALES TAX: \$0.00

INVOICE TOTAL: \$140,287.35

1. TO PROMPTLY PAY ALL INVOICES, IN FULL, IN ACCORDANCE WITH THE TERMS OF SALE, WHICH ARE NET 30 DAYS FROM INVOICE DATE, UNLESS OTHERWISE AGREED TO BY BOTH PARTIES IN WRITING
2. TO PAY A DEFAULT RATE OF INTEREST FOR LATE PAYMENTS, COMPUTED AT AN ANNUAL PERCENTAGE RATE OF EIGHTEEN (18%) PERCENT (1.5% PER MONTH), ON ANY UNPAID BALANCE 30 DAYS OR MORE PAST DUE FROM INVOICE DATE
3. TO PAY ATTORNEY'S FEES AND EXPENSES INCURRED IN COLLECTION EFFORTS, AFTER DEFAULT.
4. NOTIFICATION TO US OF ANY REJECTION, PR-REPUDIATION OF OUR PRODUCTS MUST BE RECEIVED BY US, IN WRITING, WITHIN 10 DAYS AFTER DELIVERY, OR DEEMED CONCLUSIVELY WAIVED.
5. YOU ARE AUTHORIZED TO SHIP PRODUCT TO ANY PERSON WHO PRESENTS HIMSELF AS AUTHORIZED TO DO SO BY APPLICANT



State Aid Reimbursable Programs Reimbursement Request

City/Town: Medfield Project Name: North Street Resurfacing

Contract # _____

Program Type: Chapter 90 Complete Streets Shared Streets Small Bridge Other

Project request was approved on 05/05/2022 For \$ 113,000.00

at 100% Reimbursement Rate = \$ 113,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$ 113,000.00 for which we are requesting \$ 113,000.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 113,000.00 Including this payment.
- 3) Is this request for a FINAL payment on this project? Yes No
If yes: Include a "Final Report"
- 4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Maurice Goulet Director of Public Works 06/13/2023
 (Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

 (Accounting Officer's Title) _____
 DATE _____ (Duly Authorized)

Submit this form to the District State Aid Engineer and Highway Director.

Supervisor / Foreman

Date

Town Accounting Approval

Date

HED-454 (R)



FINAL REPORT STATE AID REIMBURSABLE PROGRAMS

FUNDING PROGRAM: Chapter 90 Municipal Small Bridge Complete Streets Other

Contract #: _____

City/Town: Medfield Project Name: NorthStreet Resurfacing

Location(s): _____

Length: 2607 Feet Width: 34 Feet

Work was Started: 7/25/22 and Completed: 9/1/22

Work was Suspended: / / and Resumed: / /

Done by: Force Account Advertised Contract Other

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes No

*** REMARKS:**

EXPENDITURES:	State Funds @ 100%	\$ 113,000.00
	Municipal Funds	\$
	Other Funds	\$
	TOTAL PROJECT EXPENDITURES	<u>\$ 113,000.00</u>

SCOPE OF WORK:

Superpave HMA 9.5mm Resurfacing, Shimming with Traffic Markings.

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY:

Maurice Goulet

Director of Public Works 06/13/2023
Highway Officer's Title Date

Accounting Officer's Title Date

SIGNED:

Duly Authorized Municipal Officials Date

- Include additional contract numbers if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

Submit this Form to District Highway Director

1/2 ch 90
 ≈ 1/2 capital



Invoice

MEDFIELD, TOWN OF/HIGHWAY
 459 MAIN STREET
 MEDFIELD MA 02052

Invoice No.:	290873317
Invoice Date:	Aug 1, 2022

Customer No.:	38407
Purchase Order No.:	

Remit to: HOLCIM - NER, INC
 35 Village Road, Suite #703
 Middleton MA 01949

Contact Number: 781-941-7200

Project Name:	MEDFIELD, SERSG
Project Location:	MEDFIELD, TOWN OF HIGHWAY ZONE E MEDFIELD, MA MEDFIELD MA 02052
Estimator:	

Project No.:	X60C700200012
Contract No.:	9548465
Note 1:	
Note 2:	

Item	Description	Unit	Unit Rate	Contract Quantity	Contract Amount	Invoiced to Date	Previously Invoiced	Current Quantity	Amount Due
1	Superpave HMA (800.00-535.00=265.00 X .055=14.575) FINAL ESCALATION	TON	77.20	15,000	1,158,000.0	504,921.97	337,063.69	2,174.330	167,858.28
2	Tack	GAL	4.00	2,400.00	9,600.00	19,070.00	15,478.00	898.00	3,592.00
4	Warm Mix Additive	TON	1.50	8,000	12,000.00	9,521.35	6,259.85	2,174.330	3,261.50
5	Cold Planing	YD2	2.61	70,000	182,700.00	163,200.69	128,696.49	13,220	34,504.20
6	Adjust Structure	EA	230.00	100	23,000.00	27,830.00	9,200.00	81	18,630.00
8	Rebuild Structures	EA	300.00	40	12,000.00	4,200.00	900.00	11	3,300.00
11	Lower & Raise Gas Gates	EA	300.00	5	1,500.00	16,200.00	2,700.00	45	13,500.00
1000	Liquid Escalation	TON	1.00	1	1.00	33,792.48	2,101.62	31,690.860	31,690.86

CH. 90 NORTH ST. \$113,000
 CAPITAL PAVE. MGMT. \$149,520

Invoice No.:	290873317
Invoice Date:	Aug 1, 2022

Customer No.:	38407
Purchase Order No.:	

Item No.	Description	Unit	Unit Rate	Contract Quantity	Contract Amount	Invoiced to Date	Previously Invoiced	Current Quantity	Amount Due
	Work Completed					778,736.49	502,399.65		276,336.84
	Less: Holdback/Retainage					38,936.82	25,119.98		13,816.84
	Net Amount due					739,799.67	477,279.67		262,520.00
	Add: Taxes								

Amount Due this Invoice

262,520.00

Terms: "Signed quote / contract terms including payment terms apply to this invoice"



Brittney Franklin <bfranklin@medfield.net>

Fwd: Select Board 6/20: site map

1 message

Kristine Trierweiler <ktrierweiler@medfield.net>

Wed, Jun 14, 2023 at 4:04 PM

To: Brittney Franklin <bfranklin@medfield.net>, Frank Gervasio <fgervasio@medfield.net>

Sent from my iPhone

Begin forwarded message:

From: Jean Mineo [REDACTED]
Date: June 14, 2023 at 3:13:31 PM EDT
To: Kristine Trierweiler <ktrierweiler@medfield.net>
Cc: Amanda Alberda [REDACTED]
Subject: Select Board 6/20: site map

Hello Kristine, (cc: Amanda Alberda at Trinity)

For the Select Board meeting next Tuesday, attached is a draft site map of our desired use of the town-owned open space at the front of the state hospital, the grounds behind where the school buses currently park. We'd like to request permission for use from May 1 - Oct. 31, except for dates when there may be other uses like the annual car show planned.

Our team just met with Amanda and Kevin at Trinity who are comfortable with our time line and use. Kevin believes they could complete their infrastructure work either before May or begin in November, expected duration is about 2 weeks. We will remain flexible in determining the placement of the shipping containers and coordinate the final location with Trinity as their plans for the infrastructure installation in that field become more refined.

I remain confident that Trinity and Bellforge can successfully coordinate plans in the front and throughout the project duration.

Please let me know if you have any questions,
Jean

--

Jean Mineo
[REDACTED]
Executive Director
Pronouns: she/her
Bellforge.org



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

Not to Scale / Subject to coordination with Trinity's construction schedule





FY23 Goals: Status Update

Goal: Develop strategies to increase public participation and ensure that citizens have the opportunity to be actively engaged in planning and implementation of services.

- A. Finalize Committee Handbook to reflect most current information on the roles and responsibilities of committees and their members
Status: The Committee Handbook is on schedule to be completed by the end of the fiscal year.
- B. Work with Town Moderator and Town Clerk to develop a Town Meeting 101 Session
Status: In order to encourage attendance at the Annual Town Meeting, this goal was shifted to creating a communications and social media campaign designed to increase resident participation and engagement. This followed two informational sessions on the town meeting process hosted by the Town Moderator; and informational sessions by the Warrant Committee Chairs reviewing the all town meeting meetings. All sessions hosted by Medfield TV.
- C. Town Administrator Monthly Office Hours
Status: Monthly office hours have been held at various locations and times, and are scheduled to continue through the end of the fiscal year.
- D. Monthly Written Town Administrator Reports
Status: These reports have been published each month and are available on the town's website and social media accounts. Reports are scheduled to be published through the end of the fiscal year.
- E. Conduct survey of existing Board/Committee members
Status: This survey has been developed and will be distributed to all board and committee members prior to board and commission reappointments in June 2023.

Goal: Identify and advance opportunities for cooperation between Town departments, Medfield Public Schools, neighboring municipalities, non-profit organizations, and regional governments as ways to improve services and reduce costs.

- A. Investigate opportunity for a Human Services Department
Status: As reflected in the FY2024 budget, Kathy McDondald is now Director of Human Services/Outreach. The reporting structure has changed instead of directly reporting to the TA the COA Director, PH Nurse and the VSO now report to Kathy McDonald. We have already seen an tremendous increase in collaboration.
- B. Develop a Building Grounds and Open Space Maintenance and Improvement Plan Proposal
 - a. Identify responsibility for building grounds, open space, and recreational parcels
Status: Identified and included in the Draft OSRP
 - b. Prepare maintenance plan for all identified locations



Status: The maintenance plan for these parcels centers around the creation of a Grounds Division. However, due to budgetary pressures, the proposal of the new division was not included in the Fiscal 2024 budget for Town Meeting consideration. This is will be priority addressed in the Fiscal Year 2025 budget.

Goal: Continue to manage town finances in a fiscally prudent manner that strikes a proper balance between the funding of important town services and affordability for taxpayers.

A. Present American Rescue Plan Act (ARPA) project plan

Status: The Select Board has approved a plan for the full allocation of its U.S. Treasury ARPA funding. A portion of Medfield's Norfolk County ARPA allocation remains unspent given the requirements the County has put forth on what the funding can and cannot be spent on. The town continues to work with the Board of Water and Sewerage to identify projects that are allowable under the Norfolk County ARPA spending categories.

B. Submit FY2023 Budget for approval to the Government Finance Officers Association (GFOA)

Status: In December 2022, the GFOA awarded Medfield its Distinguished Budget Presentation Awards. The town is on schedule to submit our FY2024 budget for approval as well.

C. Capital Plan presented to Select Board prior to December 1, 2022

Status: Initial draft of the FY24 Capital Plan was presented to the SB in November

D. Oversee the development of an Annual Grant funding report to the Select Board by June 30, 2023

Status: This report, which will take the form of a page on the town's website, is on track to be scheduled by the end of the fiscal year.

E. Continue to work with and support the new Elementary School Project Committee

Status: The Town Administrator has attended each of the committee's meetings and continues to provide support to its members.

Goal: Provide support for implementing economic development initiatives and promote local businesses.

A. Written Select Board Policy for liquor licenses

Status: This policy is scheduled to be completed by the end of the fiscal year.

B. Identify funding source and implement wayfinding project identified in the Local Rapid Recovery Grant

Status: Our state legislative delegation secured the town an earmark for \$150,000 for this purpose in the 2022 Economic Development Bill.

C. Develop and Finalize *Welcome to Medfield* local business landing page

Status: This page is scheduled to be included in the new town website redesign to be published after the Annual Town Meeting.

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

Town Administrator Goals July 1, 2023 to June 30, 2024

Goal: Identify and advance opportunities for cooperation between Town departments, Medfield Public Schools, neighboring municipalities, non-profit organizations, and regional governments as ways to improve services and reduce costs.

Objective:

- A. Prepare options for creation of a Building and Grounds Department
- B. Investigate regional shared positions for Conservation Agent and Sealer of Weights and Measures

Goal: Continue to manage town finances in a fiscally prudent manner that strikes a proper balance between the funding of important town services and affordability for taxpayers.

Objective:

- A. Investigate and prepare options for the Select Board to consider for additional senior resident tax relief programs
- B. Investigate potential for tax mitigation fund for new elementary school project
- C. Study feasibility of health insurance changes to allow for savings both for the town and the employees
- D. Redesigning the budget process and timeline

Goal: Maintain Environmental quality and the sustainability of our community

Objective:

- A. Investigate and implement sustainable landscaping alternatives at the Town Hall
- B. Develop an effective tracking system for monitoring progress toward the achievement of the town's climate goals (TOMCAP PLAN)

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE POLICY

As of xxxx xx, 2023

As the licensing authority for the Town of Medfield, the Select Board issues One Day Liquor Licenses under Massachusetts General Law Chapter 138 Section 14.

One day liquor licenses are necessary for events that are held at facilities that don't hold a traditional liquor license. These include events taking place on public property, events open to the public, or other events where alcohol is being sold or tickets to an event includes the price of alcohol.

Hours of Sale The hours during which sales of alcoholic beverages may be made by a special licensee shall be fixed by the local authorities, but no special licensee may sell or deliver any alcoholic beverage between the hours of 2 A.M. and 8 A.M

No person may be granted a one day liquor license for more than 30 days per calendar year, no one day liquor licenses will be granted to any person while their application for an annual license under Section 12 is pending before the licensing authorities, and no one day liquor license will be granted to any premises that has an alcoholic beverages license. No more than one license can be issued for a premises at one time.

Wine and Beer Only Licenses are available to all individuals or organizations, while All Alcohol Licenses are limited to non-profit groups. Licenses may only be issued to a person, not an organization, who is 21 years old or older. One day liquor licenses are valid only for the day of the event.

To apply, provide the required supporting documentation and a completed application to the Office of the Town Administrator **a minimum of 2 weeks prior to the event.** If you have any questions please call 508-906-3012 or email bfranklin@medfield.net.

Fee:

BELMONT - All Alcohol (non-profit only) \$75.00, Wine and Beer Only: \$50.00

CANTON - \$50.00

DOUGLAS - All Alcohol (non-profit only) \$35.00, Wine and Malt: \$25.00

GROTON - All Alcohol \$50, Wine and Malt: \$40

NORTHAMPTON - All Alcohol \$102, Wine and Malt: \$61

WESTWOOD - All Alcohol \$100, Wine and Malt \$50

NORWOOD - All Alcohol \$100, Wine and Malt \$50

NORFOLK - \$25

FRANKLIN - \$75

DOVER - \$25

MILLIS - All Alcohol \$100, Wine and Malt \$50

Required supporting documentation:

1. Completed Town of Medfield Application Form
2. Check payable to the Town of Medfield for the application fee
3. Sketch of area where liquor is to be served to include floor plan or drawing of exact area where liquor will be served and where it will be consumed.
4. Copy of a valid bartender training certificate (TIPS or ServSafe) for anyone who will be serving alcohol at the event
5. Copy of certificate of liability insurance showing proper insurance coverage and naming the Town of Medfield as an additional insured. Coverage should be provided for fire, premises liability and liquor liability. **Minimum coverage for liquor liability must be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.**
6. Non-profit applicants applying for an all-alcohol permit must submit proof of non-profit status

Once deemed complete, the application will be voted upon by the Select Board at one of their next regularly scheduled meetings. The applicant's attendance at the meeting is not required unless informed otherwise, but is welcome and may facilitate the approval in cases where questions and/or issues arise. Applicants may be required to submit further information or documentation in support of their application. The Select Board may issue further conditions or restrictions as they deem to be in the public interest.

Persons holding a one day liquor license must purchase alcoholic beverages from a licensed wholesaler/importer, manufacturer, farmer-winery, farmer brewer or special permit holder. One day liquor license holders cannot purchase alcoholic beverages from a package store. Here is the link to the [ABCC website](#) with the current list of authorized sources.

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315

Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

Applicants Name: _____ Email: _____

Street Address: _____ Telephone: _____

City/Town, State: _____

Event and Purpose:

Location of Event: _____

Date and Hours of Event: _____

Type of License Requested: All Alcohol (fee) ____ Or Malt/Wine only (fee) ____

Sketch of Area Where Liquor to be Served attached: Yes ___ No ___

Copy of Valid Bartender Trainings attached: Yes ___ No ___

Copy of Certificate of Liability Insurance attached: Yes ___ No ___

If Requested All Alcohol License, proof of non-profit status attached: Yes ___ No ___

Signature of Applicant

Date filed

Licensing Authority Signature

Date approved

Conditions: _____

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

This Agreement is made and entered into by and between the **METROPOLITAN AREA PLANNING COUNCIL** [**“MAPC”**], a public body politic and corporate established by Chapter 40B, Sections 24 through 29, of the Massachusetts General Laws with its principal office at 60 Temple Place, Boston, Massachusetts, 02111, and **THE TOWN OF MEDFIELD** (**“MEDFIELD”**) with its principal office at 459 Main St, Medfield, MA 02052.

Witnesseth that the parties have AGREED as follows:

Article I
Description and Scope of the Work

1. **MAPC** will provide professional services to undertake and perform all appropriate tasks to produce the Economic Development Vision and related work products as described in **MAPC**’s proposed scope of work dated **June 15, 2023** [the “Scope of Work”], attached as Exhibit A and incorporated herein.

Article II
Time of Performance

2. **MAPC** shall commence work immediately upon execution of this Agreement and shall complete performance no later than **July 2, 2024**. Time shall be of the essence in relation to **MAPC**’s performance under this Agreement. Reasonable extensions shall be granted at the written request of **MAPC**, provided the justifying circumstances are beyond the reasonable control of **MAPC** and without fault of **MAPC**. In the event of such an extension, all other terms and conditions of this Agreement, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.

Article III
Revisions in the Work to be Performed

3. If during the term of this Agreement, **Medfield** requires revisions or other changes to be made in the scope or character of the work to be performed, **Medfield** will promptly notify **MAPC**. For any changes to the scope of work, **MAPC** shall notify **Medfield** of associated costs in writing. **MAPC** shall make the necessary changes only upon receipt of a written acceptance of the costs and a written request from **Medfield**.
4. **Medfield** will neither unreasonably request revisions nor unreasonably withhold final acceptance of work by **MAPC**. Any revisions or changes requested by **Medfield** will not unreasonably depart from the current understanding of the nature and scope of the work to be performed.

Article IV
Payment for Services

5. **Medfield**'s total payment to **MAPC** under this Agreement shall not exceed \$44,993 unless otherwise authorized in writing pursuant to paragraph three (3). This amount shall include any and all expenses and costs incurred by **MAPC** in performing the work.

Article V
Ownership and Confidentiality of Material, Work Products

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

Article VI
Indemnification

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

Article VII
Assignment

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

Article VIII
Severability

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

Article IX
Termination of Agreement

13. **Medfield** or **MAPC** may terminate this Agreement upon immediate written notice should the other party fail to perform substantially in accordance with the terms of the Agreement with no fault attributable to the other.
14. In the event of a failure to materially perform by **MAPC**, the notice of such breach shall be accompanied by the nature of the failure and shall set a date at least 60 days later by which **MAPC** shall cure the failure. If **MAPC** fails to

cure within the time as may be required by the notice, **Medfield** may at its option, terminate the Agreement.

15. Notwithstanding any language to the contrary within this Agreement, **Medfield** or **MAPC** may terminate this Agreement without cause at any time, effective sixty days beyond a termination date stated in a written notice of termination. In the event of termination, **MAPC** shall be compensated for work product and services performed prior to the date of termination. In no event shall **MAPC** be entitled payment for any services performed after the effective date of termination, and under no circumstances shall the total price paid under the contract exceed the amount referenced in paragraph five (5).

Article X

Compliance with Conflict of Interest Laws

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

Article XI

Governing Law and Jurisdiction

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

Article XII

State Funds

18. The parties agree that prior to any payment for services that is paid through state funding, this contract shall be amended to include all known and applicable required state contract clauses.

Article XIII

Work to Commence Using State Funds

19. The parties agree that the work will commence immediately and acknowledge that the expenses accrued are being paid for through state funding of which **Medfield** is in receipt. Although the contract is to be amended as set forth in Article XII, nothing shall prevent both parties from immediately commencing the work as provided herein and prior to entering into said amendment.

Article XIV

Procurement Services

20. The parties agree that all procurements that are funded with state funds will be performed in accordance with all known applicable state procurement and contracting requirements. The parties further agree that all such clauses will be annexed and incorporated into a contract amendment prior to the issuance of any procurement.

Article XV
Complete Agreement

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

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

For the METROPOLITAN AREA PLANNING COUNCIL

X _____

Date: _____

Name: _____

Title: _____

For the TOWN OF MEDFIELD

X _____

Date: _____

Name: _____

Title: _____

* * * * *

MAPC RACIAL EQUITY, DIVERSITY & INCLUSION STATEMENT (“REDIS”), & INCLUSIVE COMMUNITY STAKEHOLDER OUTREACH

MAPC’s agency mission, which includes smart growth and sustainability principles, strives to integrate racial equity and diversity lenses in its services, analyses and work products for municipal clients and partners.

MAPC integrates informative content to bring awareness to unintentional barriers to opportunities and resources. Oftentimes this includes but is not limited to regulatory constraints pertaining to zoning, housing options, and public transit services. These barriers can have a disproportionate impact on more vulnerable members of society as well as hamper the social and economic development of a community at large.

MAPC looks forward to **active** collaboration with its municipal project partners and stakeholders in its community outreach, meeting participation, and client review and approval of its work products. As part of the scope of work and planning project contract, MAPC finds it beneficial to highlight its mission statement as well as a succinct explanation of the equity and inclusion principles that will be referenced in its work.

MAPC MISSION

Our mission is to promote smart growth and regional collaboration. Our regional plan, MetroCommon 2050, guides our work as we engage the public in responsible stewardship of our region’s future.

We work toward sound municipal management, sustainable land use, protection of natural resources, efficient and affordable transportation, a diverse housing stock, public safety, economic development, clean energy, healthy communities, an informed public, and equity and opportunity among people of all backgrounds.

WHAT IS EQUITY?

Equity is the condition of fair and just inclusion into a society. Equity will exist when those who have been most marginalized have equal access to opportunities, power, participation and resources and all have avenues to safe, healthy, productive, and fulfilling lives. It requires restructuring deeply entrenched systems of privilege and oppression that have led to the uneven distribution of benefits and burdens over multiple generations.

Source: MetroCommon2050 Values

INCLUSIVE COMMUNITY STAKEHOLDER OUTREACH

The primary municipal project partner contact for the **Town of Medfield** agrees to provide support throughout the community planning process by:

- Proactively identifying and/or reaching out to a variety of internal and external stakeholders immediately after contract finalization and before the official project kick-off; and
- Striving for diversity and inclusion regarding advisory group/committee formation (if applicable) as well as with the overall community outreach and participation throughout the process. This includes not exclusively seeking nominations from existing community members who already serve on other committees, but also reaching out to a wide net of community organizations, and the general public and community at-large.
- The primary municipal project partner is aware that such themes regarding racial equity, diversity and inclusion may permeate the content of the planning process and ultimately the plan report goals and recommendations.

Acknowledgement

By signing this, I acknowledge my receipt and awareness of the statement.

Town Manager/Administrator

Date

EXHIBIT A

Medfield Economic Development Vision Scope of Work | 6/15/2023



Project Understanding

The Town of Medfield (the Town) is working with the Metropolitan Area Planning Council (MAPC) to develop an Economic Development Vision with analysis and recommendations to enhance economic development activity, expand the commercial and industrial tax base, and grow the commercial and industrial uses within the town's Industrial Extensive (IE) Zone. The project is expected to begin July 3, 2023 and conclude by July 2, 2024, comprising a 12-month timeline. It will be supported by an amount not to exceed \$44,993 of the Town's Department of Housing and Community Development's (DHCD) Housing Choice grant funds, awarded via the Community One Stop for Growth program.



Figure 1 - Industrial Extensive Zone, Medfield

Study area - The Town's IE Zone is located along West Street and Route 27 (Figure 1). It anchors an industrial area supportive of a range of business types, such as industrial/warehouse, office, and more, as well as a new Chapter 40B housing development (Town of Medfield, Townwide Master Plan, Volume II, p. 64). Permissible uses include retail stores, personal services, business or professional offices, funeral homes, and printing/publishing shops and, by special permit, hotels, medical marijuana facilities, and contractor yards. Dimensional requirements depend on the specific land use, with building square footage, width, and height, for example, varying across uses (p. 66).

Project need – The Town's industrial and commercial districts' siting stems from the historical siting of intensive uses at these locations, rather than deliberate economic development strategy. The underlying zoning allows for a range of uses and has not been updated in years.

Project goals - The overarching project goals are to: 1) leverage a community planning effort to create an economic development vision for Medfield's IE Zone, focused on commercial and industrial uses, and 2) identify potential recommendations for zoning changes that are a) necessary or beneficial to advancing the identified vision, b) supportive of the expansion of the IE Zone's uses and users, and/or c) supportive of the expansion of the Town's commercial and industrial tax base. It is possible that the project could determine that no zoning changes are preferable or needed; in this case, recommendations would focus on other potential actions to support project aims.

Project process - The process is slated to consist of: 1) an analysis of existing conditions for the IE Zone, including current zoning conditions and broad real estate conditions as perceived by key stakeholders (not inclusive of parcel- or property-level analysis); 2) a community visioning process to identify collective priorities for the IE Zone, and 3) compilation of a vision for the IE Zone and potential recommendations for zoning changes, as applicable.

Project team – The project will be led by core partners consisting of MAPC staff and the Town's Director of Land Use and Planning. As needed, the Director of Land Use and Planning will convene or consult with key partners such as the Planning Board, Select Board, and Town Administrator; taken together, these stakeholders will comprise an Economic Development Vision project team that may support public outreach, visioning, planning, and/or implementation activities.

Key Assumptions:

- The study area will consist of the Medfield Industrial Extensive (IE) Zone, consisting of the boundaries displayed within Figure 1, as well as, where appropriate in the existing conditions analysis, the industrial parcels contained within a 200-foot buffer of the IE Zone boundary
- Only one (1) of the two community visioning sessions may be held in-person; at least one (1), if not two (2), will be held virtually.
- The existing conditions analysis will focus on materials provided by the Town to MAPC for interpretation.

- Project analysis and recommendations will focus on the aggregate level of the IE Zone, not on the level of individual properties or parcels.

Partner Responsibilities:

- The Town will play an active role in community engagement activities, including through: Identification of meeting attendees, as needed; Provision of in-person meeting space, as needed; Printing and distribution of MAPC-prepared outreach materials, as needed; Distribution via social media or email of MAPC-prepared outreach materials, as needed; Facilitation of outreach for community and stakeholder meetings among relevant parties, including through the provision of contact information for key stakeholders, such as interviewees or focus group participants, at the start of the project.
- The Town will provide any necessary translation/interpretation services, including language interpretation at group meetings.
- The Town will be responsible for ensuring that all public meetings are accessible to persons with disabilities.
- The Town will invite Select Board members to participate in the community visioning sessions and/or brief these parties prior to the completion of Task 3.A (Vision and recommendations revision). The Town will be responsible for providing any Select Board feedback to MAPC staff prior to the completion of Task 3.A.
- The Town will identify and provide the materials for the existing conditions analysis electronically at the start of the project.

Work Plan

Given the interrelated nature of select tasks, it is expected that some will overlap.

Task 1. Existing Conditions Analysis

This task will assess the existing conditions of Medfield’s IE Zone, including through orientation of the project team to the initiative; review of relevant plans, studies, and data; and interviews with key stakeholders. It will include the development of a succinct memo regarding existing conditions analysis findings, including key strengths and challenges of the IE zone. Key question(s): What strengths and challenges are presented by features specific to the IE zone? What are the opportunities or constraints for heightened economic activity?

Subtask 1.A: Kick-off meeting

MAPC staff will facilitate a virtual kick-off meeting to introduce the Economic Development Vision project team to the project aims, timeline, and activities and to support the exchange of related resources.

Meeting(s): One (1) virtual project team meeting

Deliverable(s): N/A

Subtask 1.B: Review of relevant plans, studies, and data

MAPC staff will review relevant plans, studies, and data provided by the Town; Town zoning pertinent to the study area; and other applicable materials identified and furnished by the Town.

This will include concise review and/or analysis of materials provided by the Town and related to:

- Local data and priorities for the study area
Proposed source(s): Town of Medfield Local Rapid Recovery Plan, Townwide Master Plan, State Hospital Master Plan, and zoning diagnostic.
- The study area’s land use, development patterns, and zoning
Proposed source(s): Town of Medfield Bylaws Chapter 300: Zoning, Attachment 1: Table of Use, Town Assessor’s data

Meeting(s): N/A

Deliverable(s): N/A

Subtask 1.C: Interviews with key stakeholders

MAPC staff will conduct outreach and facilitation for up to six (6) virtual interviews, or one (1) virtual focus group, with a minimum of three (3) real estate professionals and maximum of three (3) IE Zone business owners and/or IE

Zone property owners to understand the reuse and marketability of IE Zone land/property.

Meeting(s): Up to six (6) virtual interviews or one (1) virtual focus group

Deliverable(s): N/A

Subtask 1.D: Summary of findings

MAPC staff will compile a succinct memo regarding existing conditions analysis findings, including key strengths and challenges of the IE Zone. The memo will be provided to the Director of Land Use and Planning via email as a Word document. Compilation will include one (1) opportunity for feedback and targeted revisions.

Meeting(s): N/A

Deliverable(s): Existing conditions analysis findings memo in Word document form

Task 1 Cost Estimate: Not to exceed \$13,250

Task 1 Proposed Timeframe: Months 1-4

Task 2. Community Visioning Process

This task will aim to identify up to five (5) of the community's top priorities for the IE Zone. It will include two (2) community visioning sessions and produce a draft vision for the IE Zone and potential draft, high-level recommendations for zoning changes, as applicable. Key question(s): What are the community's priorities for the IE Zone (as articulated via both previous plans and studies and new public input)?

Subtask 2.A: Community visioning session #1

MAPC staff will facilitate a community visioning session to understand residents', business owners', and other community members' priorities for the IE Zone. The session will include interactive elements to survey attendees' perspectives. At least two (2) months in advance of the session, the project team will determine if the session will be held virtually or in-person.

Meeting(s): One (1) community visioning session

Deliverable(s): N/A

Subtask 2.B: Compilation of draft vision and recommendations

MAPC staff will leverage findings from the existing conditions analysis, the community visioning session, and additional literature review to compile a draft vision for the IE Zone and potential draft, high-level recommendations for zoning changes. High-level recommendations will aim to identify potential zoning changes and updates to help the Town accomplish economic development goals. It is possible that the project could determine that no zoning changes are preferable or needed; in this case, recommendations would focus on other potential actions to support project aims. Draft materials will be provided to the Director of Land Use and Planning via email as a Word document. Compilation will include one (1) opportunity for feedback and targeted revisions.

Meetings: N/A

Deliverable(s): Draft vision and draft high-level recommendations in Word document form

Subtask 2.C Community visioning session #2

MAPC staff will facilitate a community visioning session to receive feedback from residents, business owners, and other community members on the draft vision and draft high-level recommendations. At least two (2) months in advance of the session, the project team will determine if the session will be held virtually or in-person.

Meeting(s): One (1) community visioning session

Deliverable(s): N/A

Task 2 Cost Estimate: Not to exceed \$15,380

Task 2 Proposed Timeframe: Months 5-9

Task 3. Compilation of Final Vision and Recommendations

This task will include the compilation of a finalized economic development vision for the IE zone and potential recommendations for zoning changes. It will include presentation of these materials to the Select Board and

submission of a final report inclusive of the existing conditions memo, vision, and potential recommendations for zoning changes. It is possible that the project could determine that no zoning changes are preferable or needed; in this case, recommendations would focus on other potential actions to support project aims. Key question(s): How could the community vision be advanced, IE Zone commercial and industrial users and uses added, and the commercial and industrial tax base expanded via zoning changes?

Task 3.A Vision and recommendations revision

MAPC staff will revise and develop in greater detail the vision and recommendations. This process will draw on resources including findings from the existing conditions analysis, the community visioning sessions, and additional literature review. Revised materials will be provided to the Director of Land Use and Planning via email as a Word document. Compilation will include one (1) opportunity for feedback and targeted revisions.

Meeting(s): N/A

Deliverable(s): Revised draft vision and draft recommendations in Word document form

Task 3.B Presentation of vision and recommendations

MAPC staff will present the revised draft vision and draft recommendations to the Town of Medfield Select Board for minor discussion with opportunity for revisions for clarity and accuracy.

Meeting(s): One (1) presentation at Select Board Meeting

Deliverable(s): N/A

Task 3.C Final report compilation

MAPC staff will leverage findings from the presentation to the Town of Medfield Select Board to incorporate minor revisions for clarity and accuracy to the draft vision and draft recommendations. MAPC staff will compile the existing conditions memo, vision, and recommendations into a final report, to be provided to the Director of Land Use and Planning via email as a Word document. Compilation will include one (1) opportunity for feedback and targeted, minor revisions.

Meeting(s): N/A

Deliverable(s): Final report in Word document form exclusive of any curated graphic design elements or layout

Task 3 Cost Estimate: Not to exceed \$8,428

Task 3 Proposed Timeframe: Months 10-12

Task. 4 Project Management

Task 4.A Project management

MAPC staff will advance project management activities, including bi-weekly check-ins with the Director of Land Use and Planning, as needed.

Meeting(s): Bi-weekly check-ins throughout the course of the project, as needed

Deliverable(s): N/A

Task 4.B Engagement strategy development

MAPC staff will compile a public engagement strategy for the project.

Meeting(s): N/A

Deliverable(s): N/A

Task 4 Cost Estimate: Not to exceed \$7,935

Task 4 Proposed Timeframe: Months 1-12

Total Timeframe: Not to exceed 12 months

Total Budget: Not to exceed \$44,993

Payment Schedule:

Payments shall be made at the ends of Months 4, 8, and 12, in accordance with project milestones.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2023-02

This Contract is made this 6 day of June, 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and Amanda Decker of Bright Solutions Consulting Group LLC, having a usual place of business at 26 Chipaway Road, East Freetown, MA 02717 hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town requested a proposal for writing the Drug Free Communities Grant 2024 application for the Town of medfield hereinafter referred to as “Program”; and

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

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

1. Contract Documents: The Contract consists of this Agreement together with the **Proposed Scope of Work** (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Contract Term: The Contract Term is as follows:

Subject to annual appropriation and pricing from the Contractor.

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

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

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

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

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

(Contractor)

Select Board

By:  06/01/2023

Title: Consultant, Bright Solutions Consulting Group LLC

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trieweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Amanda Decker
(Print Name)

Sole Proprietor, Bright Solutions Consulting Group LLC
(Title/Authority)

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Amanda Decker, authorized signatory for Bright Solutions Consulting Group LLC, whose principal place of business is at 26 Chipaway Road, East Freetown MA 02717, does hereby certify under the pains and penalties of perjury that Bright Solutions Consulting Group LLC has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

06/01/2023

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

Attachment A
Proposed Scope of Work



Amanda Decker
Bright Solutions Consulting Group LLC
26 Chipaway Road East Freetown MA 02717
brightsolutionsconsultant@gmail.com

May 23, 2023

Proposed Scope of Work

Goal: Increase Coalition Capacity and apply for year 6 of Drug-Free Communities Federal Funding in 2024

Description of Services Provided

Task	Timeframe
<p>Create a Capacity Building Plan for Coalition to Apply for Drug-Free Communities Funding</p> <ul style="list-style-type: none">• Work with the coalition leadership team to identify areas of weakness and create a plan for the coalition to address weaknesses in order to write a strong proposal for Drug Free Communities 2024.	May - Aug 2023
<p>Conduct Year 6 Action Plan Writing Retreat</p> <ul style="list-style-type: none">• Coalition receives a 4-hour strategic planning retreat (or enough planning sessions to complete) following data collection and organizing.<ul style="list-style-type: none">○ The coalition’s strategies include the policies, practices, and procedures that create a comprehensive plan to address the specific local conditions identified on the logic model. The Action plan ensures that all coalition members are involved in carrying out the work of the coalition with sufficient support and appropriate accountability.	January 2024
<p>Grant Writing for the Drug-Free Communities Year 6 Application</p> <ul style="list-style-type: none">• Work with the coalition leadership team to draft narrative questions	June 2023- Grant Submission Date

Attachment A
Proposed Scope of Work

and Action plan for the Drug-Free Communities Grant, 2024 application.	
Grant Reviewing <ul style="list-style-type: none"> ● Review the final Drug-Free Communities grant and make suggestions for revisions. 	February 2024- Grant Submission Date
Submission Assistance <ul style="list-style-type: none"> ● Assist the coalition leadership team in uploading the final product to the CDC. 	TBD 2024

Supplied by the Town

- a. Leadership would meet with the consultant at least 1 hour per month through 2023, and in 2024 would meet as often as needed to complete the narrative questions.
- b. The customer will be responsible to provide the consultant with agreed data for the action plan creation
- c. The customer will be responsible to recruit and invite attendees to the Strategic Planning retreat.
- d. The customer will be responsible to set up Zoom for remote participation by its members.
- e. The customer will be responsible to submit the final project to the CDC

Pricing: \$8,000.00

Payment Schedule: The payment will be made in four \$2,000 installments according to the schedule below -

- Installment 1 - August 2023
- Installment 2 - November 2023
- Installment 3 - February 2024
- Final Installment, 4 - Upon the completed submission of the final product to the CDC for review, (estimated to be the spring of 2024).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaplansky Insurance 210 Washington St Fairhaven MA 02719	CONTACT NAME: PHONE (A/C, No, Ext): 508-984-1616		FAX (A/C, No): 508-984-1919
	E-MAIL ADDRESS: info@kaplansky.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hiscox Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
 Amanda Decker
 26 Chipaway Rd
 East Freetown MA 02717

AMANDEC-01

COVERAGES**CERTIFICATE NUMBER:** 1336378663**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			MPL531763023	4/3/2023	4/3/2024	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Medfield MA
 459 Main Street
 Medfield MA 02052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 19, 2023

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BRIGHT SOLUTIONS CONSULTING GROUP LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 8, 2022.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
AMANDA MARIE DECKER

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **AMANDA MARIE DECKER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **AMANDA MARIE DECKER**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**MEMORANDUM OF UNDERSTANDING
FOR THE ESTABLISHMENT AND MAINTENANCE OF
A SHARED GRANT-FUNDED CROSS-JURISDICTIONAL SHARED SERVICE PUBLIC
HEALTH INITIATIVE**

This AGREEMENT is made by and between the Town of Needham (hereinafter “Needham”) and the towns of Dover, Medfield, and Sherborn (hereinafter “The Charles River communities”), for the purpose of determining the roles and responsibilities of the Parties above in sharing and managing grant-funded resources and to support a cross-jurisdictional public health sharing agreement (hereinafter “The Charles River Public Health District”)

WHEREAS, the Needham and the Charles River communities (collectively, the “Parties”) were awarded an initial \$150,000 in funding in December 2021 to support a cross-jurisdictional public health shared service arrangement from the Massachusetts Department of Health Office of Local and Regional Health (hereinafter “OLRH”) via RFR 214333, the Public Health Excellence Grant Program for Shared Services. Additional funding was received in FY23 and is expected to be received in FY24;

WHEREAS, Needham and the Charles River communities are each empowered by law to staff, maintain and operate public health departments, which are a proper governmental function and service;

WHEREAS, the Chief Executives of all parties agree that they shared many of the same public health challenges relating to the ongoing COVID pandemic and could therefore benefit from collaboration in addressing those challenges;

WHEREAS, Needham and the Charles River communities have determined that it is mutually beneficial to employ shared public health employees (hereinafter “Shared Staff”) between the municipalities in order to fulfill the responsibilities outlined in the RFR 214333;

NOW, THEREFORE, Needham and the Charles River communities commit to working together to deliver the goals of the grant in supporting the communities, build and deploy the Shared Staff and resources to better achieve their statutory requirements, respond to public health emergencies, and satisfy the goals of the grant outlined in RFR 214333. The parties will undertake the following actions (the “Shared Public Health Services Initiative”) to achieve said purpose:

1. Needham and the Charles River communities agree to participate in a Regional Advisory Committee at least once a quarter and participate in discussions relating to policy-making, budgeting, and the effectiveness of the Shared Staff arrangement, including procedures, policies and decision-making processes. Each community shall assign one member of its Board of Health to serve as the primary community representative to the Regional Advisory Committee, and another member of its Board of Health to serve as an alternate member to the Regional Advisory Committee. The Board of Health member from each community will serve as the sole voting member, though staff members from each community may attend the meeting and participate in discussions. All four communities

shall constitute a quorum for the purposes of voting; each Party is to have one vote and decisions shall be approved by consensus of all Parties' representatives who are present and voting.

2. Needham and the Charles River Public Health District communities will agree to an Annual Workplan that sets goals and deliverables for the Shared Staff, respecting the need to balance regional priorities with grant-mandated deliverables and programs.
3. Needham will serve as the host community for all Shared Staff and will lead the hiring, employing, and equipping process of said staff. Shared Staff are to serve the residents of Needham and the Charles River Public Health District communities and to fulfill their respective duties, to be found in respective job descriptions, along with annually assigned grant goals and deliverables.
4. In those limited circumstances where staff members shared across communities are primarily funded from a non-shared services grant funding source but the hours of said staff member are supplemented with shared services grant funding, those staff members will be employees of whichever community or agency provides the majority of their salary funding. Those employees will be formally managed by the employing agency or community but both the employee and the employer will be responsible for assuring the completion of assigned portions of the regional workplan to the Regional Advisory Committee and Needham as the host agency.
5. The salary and benefits of all Shared Staff shall be funded exclusively through the grant, without appropriation or other funding from any party unless expressly agreed to in writing.
6. Needham will be responsible for managing grant deliverables, required reporting, and will act as the primary point of contact for OLRH. Needham is permitted to hire a Shared Service Manager and other appropriate staff or contract with a contractor(s) to manage grant responsibilities. If these responsibilities are contracted, Needham will conduct a procurement process consistent with M.G.L Chapter 30B and other applicable statutes. The terms of any agreement will be subject to separate contracts and the parameters outlined within those contracts.
7. All time and resources of the Shared Staff shall be used to fulfill the responsibilities outlined in RFR 214333 and any later-assigned grant deliverables. Only if all responsibilities are completed shall excess staff time or resources be allocated to conduct other tasks and/or business to enhance other public health services. Additional staff time or capacity shall be split amongst Needham and the Charles River communities at the discretion of the Needham and Charles River communities' Health Departments.
8. The Parties agree to mediation or other mutually acceptable dispute resolution options to resolve disputes or in areas where consensus cannot be reasonably reached. If necessary, Parties may withdraw from this AGREEMENT through the process outlined below, and each may seek relief available under the law.

9. For all purposes, all employees other than Shared Staff and all equipment of the respective Parties will remain employees and property of those Parties, including but not limited to employee benefits and workers' compensation. The Parties shall be equally and jointly, and not severally, liable for any liability, of whatever name or nature, caused by the action or inaction of the Shared Staff when performing services for the Charles River Public Health District. Each Party shall bear all risk of loss or liability from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation arising from actions or inactions of Shared Staff on behalf of that Party but not on behalf of the Charles River Public Health District.

10. Each Party will maintain accurate and comprehensive records of services performed, costs incurred, and any reimbursements and contributions received pursuant to the grant program identified above and/or involving the Shared Public Health Services Initiative described herein, and shall render periodic financial statements to all participants.

This AGREEMENT shall take effect on [insert date] and shall remain in effect until terminated by Needham or the Charles River communities. This MOU may be superseded by an inter-municipal agreement that is agreed upon, approved, and executed before the expiration date of this AGREEMENT and/or extension periods.

If any Party seeks to withdraw from this AGREEMENT, they shall inform the other Parties in writing of their plans 90 days before their withdrawal will go into effect. Any Party that withdraws is nevertheless obligated to honor their commitment to the Shared Public Health Services Initiative and provide any required documents to the Shared Health Initiative and/or the OLRH to complete the withdrawal.

This AGREEMENT constitutes the entire and complete agreement between the Parties and supplants any and all prior agreements or understandings relative to the Shared Public Health Services Initiative. This AGREEMENT may not be amended except in writing agreed to by all Parties and executed in the same manner as the AGREEMENT itself. If any part of this AGREEMENT is deemed to be invalid, the remainder of the AGREEMENT shall remain enforceable to the extent allowed by law.

This AGREEMENT may be executed in counterparts.

This AGREEMENT incorporates all applicable provisions of Massachusetts law.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this ____ day of _____, 2023, by their duly authorized _____.

SIGNATURE PAGE:

Name and Title

Signature

City/Town

TEMPLATE ONLY

12 MILE ROUTE – (JENNA LOOP)
 CF Cycle for Life Saturday September 30, 2023



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street. Stay on Central Street bearing to the right. (avoiding Fiske Street)
0.9	5.8	L	MANDATORY REST STOP (Lutheran Church, 600 Central Street, Holliston)
			Please check in with volunteers
			From Rest Stop:
1.1	6.9	R	Bullard Lane
0.6	7.5	R	Orchard Street (becomes Goulding Street in Holliston)
	8.5	R	OPTIONAL REST STOP (Holliston Senior Center, 150 Goulding St, Holliston)
1.5	9.0	L	Norfolk Street
0.2	9.2	R	Hill Street into Medway
0.9	10.1	L	Winthrop Street
1.0	11.1	R	Partridge Street
0.1	11.2	BL	Partridge Street
0.1	11.3	R	Lovering Street
0.6	11.9	R	MA-126 N/ Summer Street into Holliston
0.9	12.8	L	FINISH LINE at Fatima Shrine *Please check in with volunteers*



Contact Information:

Cystic Fibrosis Foundation, 220 North Main Street, Suite 104, Natick, MA 01760
 508-655-6000, Massachusetts-ri@cff.org

Event director: Laura Donahue, ldonahue@cff.org

Logistics director: Dave Gilman

Volunteer director: Patty Osten

AED: Terry Waite, twait@cff.org, Area Director: Pamela Spitzer pspitzer@cff.org.

30 MILE ROUTE – (HAYLEE LOOP)

CF Cycle for Life Saturday September 30, 2023



Leg	Tota l	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (MA-27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		MANDATORY REST STOP (Farm Pond, 201 Lake St, Sherborn) *Please check in with volunteers*
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - Cross Bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving MA-115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	OPTIONAL REST STOP (Holliston Senior Center, 150 Goulding St, Holliston)
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.0	27.5	R	Partridge Street
0.1	27.6	BL	Partridge Street
0.1	27.7	R	Lovering Street
0.6	28.3	R	MA-126 N/ Summer Street into Holliston

0.9	29.2	L	FINISH LINE at Fatima Shrine *Please check in with volunteers*
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Contact Information:

Cystic Fibrosis Foundation, 220 North Main Street, Suite 104, Natick, MA 01760
508-655-6000, Massachusetts-ri@cff.org

Event director: Laura Donahue, ldonahue@cff.org

Logistics director: Dave Gilman

Volunteer director: Patty Osten

AED: Terry Waite, twait@cff.org, Area Director: Pamela Spitzer pspitzer@cff.org

CF 65 MILE 2023

64.1 miles

Leg	Dir	Type	Notes	Total
	←	Left	Turn left onto Lovering St	0.9
0.9	←	Left	Turn left onto Winthrop St	1.7
0.7	→	Right	Turn right onto Hill St	2.5
0.9	←	Left	Turn left onto Norfolk St	3.4
1.5	→	Right	Slight right onto Franklin St	4.8
0.2	→	Right	Turn right onto Central St	5.0
0.3	←	Left	Slight left onto Fiske St	5.3
1.8	↑	Straight	Continue onto Mill St	7.1
1.8	←	Left	Turn left to stay on Woodland St	8.8
0.1	→	Right	Turn right onto Forest St	8.9
0.7	←	Left	Slight left onto Lake St	9.6
2.1	→	Right	Turn right onto MA-16 E	11.8
2.8	→	Right	Turn right onto Mill Ln	14.6
0.1	→	Right	Turn right onto Pleasant St S	14.6
0.2	→	Right	Turn right onto Glen St	14.8
2.4	→	Right	Turn right onto Farm St	17.2
1.4	→	Right	Slight right onto Junction St	18.6
0.3	↑	Straight	Continue onto Harding St	18.9
0.7	→	Right	Turn right to stay on Harding St	19.7
0.0	→	Right	Turn right onto Hospital Rd	19.7
1.1	→	Right	Turn right onto MA-27 N	20.8
0.7	←	Left	Turn left onto MA-115 S	21.5
1.9	→	Right	Slight right onto Orchard St	23.4
2.1	↑	Straight	Continue onto Goulding St	25.5
0.4	←	Left	Turn left onto Norfolk St	25.9
0.2	→	Right	Turn right onto Hill St	26.1
0.9	←	Left	Turn left onto Winthrop St	27.0
1.6	→	Right	Turn right onto Adams St	28.6
1.0	←	Left	Turn left onto MA-126 S	29.5
1.0	→	Right	Turn right onto MA-109 W	30.5
1.6	→	Right	Turn right onto Clark St	32.2
0.7	↑	Straight	Continue onto South St	32.9

Leg	Dir	Type	Notes	Total
0.6	←	Left	Turn left onto Rockland St	33.5
0.3	↑	Straight	Continue onto Adams St	33.8
0.0	→	Right	Turn right to stay on Adams St	33.8
1.9	←	Left	Turn left onto Hanlon Rd	35.7
0.4	↑	Straight	Continue onto College St	36.2
0.5	→	Right	Turn right onto MA-85 N	36.6
0.4	←	Left	Turn left onto Granite St	37.0
0.8	→	Right	Turn right onto Lumber St	37.8
2.1	↑	Straight	Continue onto Lumber St Ext	39.9
0.0	→	Right	Turn right onto Elm St	40.0
0.7	←	Left	Turn left onto MA-135 W/Wood St	40.6
0.3	→	Right	Slight right onto Proctor St	40.9
0.2	→	Right	Turn right onto Saddle Hill Rd	41.2
1.2	→	Right	Turn right onto Greenwood Rd	42.3
1.5	→	Right	Turn right onto Wedgewood Dr	43.8
1.1	←	Left	Turn left onto Cedar Street Extension	44.8
0.2	→	Right	Turn right onto Bridge St	45.0
0.1	→	Right	Turn right onto Southville Rd	45.1
1.6	↑	Straight	Continue onto Cordaville Rd	46.7
0.5	→	Right	Turn right onto Howe St	47.2
0.7	←	Left	Turn left onto Cross St	47.8
0.8	→	Right	Turn right to stay on Cross St	48.7
0.4	→	Right	Turn right onto Frankland Rd	49.1
0.5	←	Left	Turn left onto Legacy Farms N	49.6
0.7	↑	Straight	At the traffic circle, take the 2nd exit and stay on Legacy Farms S	50.3
0.6	→	Right	Turn right onto Clinton St	50.9
1.1	→	Right	Slight right to stay on Clinton St	52.0
0.8	↑	Straight	Continue onto Mill St	52.8
0.2	↑	Straight	Continue onto Mill Street	53.0
0.6	→	Right	Turn sharp right onto Prentice Street	53.7
1.3	↑	Straight	Continue onto Ash Street	55.0
0.4	←	Left	Turn left onto S Mill St	55.4
0.8	↑	Straight	Continue onto Wilson St	56.2

Leg	Dir	Type	Notes	Total
0.5	←	Left	Turn left onto Hanlon Road	56.7
0.6	→	Right	Turn right onto Marshall Street	57.3
0.7	←	Left	Turn slight left onto Courtland Street	58.0
0.8	↑	Straight	Continue onto South Street	58.8
0.7	←	Left	Turn left onto Fisher Street	59.5
1.8	←	Left	Turn left onto Milford Street, SR 109	61.2
0.6	←	Left	Turn left onto Summer Street, SR 126	61.8
2.3	←	Left	Turn left	64.1
0.0	→	Right	Turn right	64.1

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 459 Main Street, Norfolk County 02052	Business Mailing Address:
Contract Manager: Maria De La Fuente	Billing Address (if different):
E-Mail: mdelafuente@medfield.net	Contract Manager: Jennifer McAllister
Phone: (508) 906-3027 Fax:	E-Mail: mcallisterj@dor.state.ma.us
Contractor Vendor Code: VC6000191875	Phone: (617) 626-3838 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$70,000 .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made to the Town of Medfield for the costs associated with: MBTA Zoning Codification.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2025 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) **and** the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) **and** the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is

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incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation

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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. [Prohibiting the Use of Undocumented Workers on State Contracts.](#) For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. [Anti-Boycott.](#) The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. [Hiring of State Employees By State Contractors](#) Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. [Disclosure of Family Relationships With Other State Employees.](#) Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. [Regarding the Security and Confidentiality of Personal Information.](#) For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Medfield [“Grantee”] acting through its Town Administrator.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$70,000 authorized by the FY23 Community Compact Grant Program [“Program”] to the Town of Medfield for the costs associated with: MBTA Zoning Codification [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the of is for the costs associated with: MBTA Zoning Codification. Medfield will continue Section 3A compliance efforts to write the zoning bylaws to encourage multi-family housing and hold public engagement sessions.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$70,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than June 30, 2025.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than June 30, 2025. Grantee will forfeit any remaining award unused after June 30, 2025. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the “record copy” of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____(NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____(CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



Informational Guideline Release

Bureau of Municipal Finance Law
Informational Guideline Release (IGR) No. 17-13
May 2017

Supersedes IGR 06-209 and Inconsistent Prior Written Statements

APPROPRIATION TRANSFERS

(G.L. c. 44, § 33B)

This Informational Guideline Release (IGR) informs local officials of changes made by the recent Municipal Modernization Act to the alternative end-of-year budget transfer procedure.

Topical Index Key:

Accounting Policies and Procedures
Appropriations
Budgets
Town Meetings

Distribution:

Accountants/Auditors
Mayors/Selectmen
Finance Directors
Finance Committees
Managers/Administrators/Exec. Secys.
City/Town Councils
City Solicitors/Town Counsels

Supersedes IGR 06-209 and Inconsistent Prior Written Statements

APPROPRIATION TRANSFERS

(G.L. c. 44, § 33B)

SUMMARY:

These guidelines explain amendments to the alternative end-of-year budget transfer procedure under [G.L. c. 44, § 33B](#). The changes give cities and towns greater flexibility to make year-end budget transfers for the last two months of the fiscal year, i.e., May and June, and the first 15 days of July of the new fiscal year, which is the statutory period for closing municipal financial records for the fiscal year. [G.L. c. 44, §§ 56 and 56A](#). These amendments were made by the Municipal Modernization Act, which took effect on November 7, 2016. [St. 2016, c. 218, §§ 75 and 76](#).

The amendments eliminate the limits on types and amounts of end-of-year appropriation transfers that can be made under the alternative procedure. End-of-fiscal-year transfers may now be made from health insurance, debt service or other unclassified or non-departmental line item appropriations. In addition, the amount that may be transferred from any department under this procedure is no longer limited to three percent of the department's budget. The school and light departments remain exempt from this procedure.

These guidelines are in effect and supersede Informational Guideline Release (IGR) No. 06-209, *Appropriation Transfers*, and any inconsistent prior written statements or documents.

GUIDELINES:

A. APPROPRIATION TRANSFERS IN GENERAL

1. Available Amount

The amount of any appropriation available to be used as a financing source for another appropriation is the unspent and unencumbered balance, i.e., the amount after all potential liabilities to be charged to the appropriation are considered. Accounting officers should determine this amount before any transfer from an appropriation is approved.

2. Available Use

Transfers from surplus bond proceeds after a project that was financed by borrowing has been completed or abandoned may only be made in the manner and for the purposes set forth in [G.L. c. 44, § 20](#). Transfers from appropriations financed by other restricted sources, e.g., stabilization, enterprise, water surplus or community preservation funds, are subject to the same statutory restrictions as the original appropriations.

3. Governing Law

The procedures explained in these guidelines govern appropriation transfers unless a charter or special act provides otherwise. Officials should consult with municipal counsel about any applicable charter or other provisions.

B. APPROPRIATION TRANSFERS IN TOWNS

1. General Procedure

At any time during the fiscal year, a town meeting may by majority vote transfer any amount from any appropriation to any other municipal use authorized by law.

2. Alternative Year-end Procedure

During May and June, and the first 15 days of July of the new fiscal year, the selectboard, with the agreement of the finance committee, may transfer any amount from a departmental or other appropriation to any other appropriation. This procedure may not be used, however, to transfer funds from a municipal light or school department budget.

An end-of-year transfer using this alternative procedure requires a majority vote of the selectboard and a majority vote of the finance committee.

Any end-of-year transfer from the municipal light or school department budget requires town meeting approval. See Section B-1 above.

C. APPROPRIATION TRANSFERS IN CITIES

1. General Procedure

a. Intra-departmental Transfers

At any time during the fiscal year, the city council, upon recommendation of the mayor, may transfer any amount from a departmental appropriation to another appropriation within the same department. Intra-departmental transfers require a majority vote of the council.

b. Inter-departmental Transfers

At any time during the fiscal year, the city council, upon recommendation of the mayor, may transfer any amount from a departmental or other appropriation to any other appropriation. Inter-departmental transfers require the prior written approval of the amount by the department from which the transfer is being made, if applicable, and a two-thirds vote of the city council. If the transfer is being made from a municipal light or school department appropriation, the light board or school committee must approve the amount by majority vote.

2. Alternative Year-end Procedure

During May and June, and the first 15 days of July in the new fiscal year, the city council, upon the recommendation of the mayor, may transfer any amount from a departmental or other appropriation to any another appropriation. This procedure may not be used, however, to transfer from a municipal light or school department budget.

An end-of-year transfer using this alternative procedure requires only a majority vote of the council. Approval of the department from which the transfer is being made is not required.

Any end-of-year transfer from the municipal light or school department budget requires approval under the applicable general transfer procedure. See Section C-1-a and C-1-b above.

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006
amends M.G.L. Chapter 44 section 33B
amended per Municipal Modernization Act of 2016
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the
2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid
deficits.

Transfer from: 510100 Park and Recreation Salaries
Account Number Account Name

Transfer to: 520200 Grounds and Building Maintenance
Account Number Account Name

Requested amount of transfer: \$4,500.00

Reason for request: We had an unexpected light issue that needed to be fixed
which cost us over \$3,000 to fix.

Katie Walker
Requesting Department Head Signature

Availability of funds:

Director of Parks and Recreation 6/15/23
Title Date

OH W JAW 6/15/23
Town Accountant

Signature for SELECTBOARD
Date
Approved _____ Disapproved _____
Number Present and Voting _____

Signature for WARRANT COMMITTEE
Date
Approved _____ Disapproved _____
Number Present and Voting _____

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006

amends M.G.L. Chapter 44 section 33B

amended per Municipal Modernization Act of 2016

(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from: 014911 510100 Cemetery: Cemetery: Cemetery Salaries
Account Number Account Name

Transfer to: 014912 522030 Cemetery: Cemetery: Cemetery Contract Services
Account Number Account Name

Requested amount of transfer: \$8,000.00

Reason for request: _____

This Division has experienced more than normal contract work needed to accommodate cemetery on-site related services. This has been a common trend over the last few years.

Maurice Goulet

Requesting Department Head Signature

Availability of funds:

Director of Public Works 6/12/2023
Title Date

OW W Fitt 6/14/23
Town Accountant Date

	Approved _____	Disapproved _____
Signature for SELECTBOARD	Number Present and Voting	
_____	_____	
Date		

	Approved _____	Disapproved _____
Signature for WARRANT COMMITTEE	Number Present and Voting	
_____	_____	
Date		

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006
amends M.G.L. Chapter 44 section 33B
amended per Municipal Modernization Act of 2016
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from: 014222 520210 Highway: Highway Materials
Account Number Account Name

Transfer to: 014332 520200 Solid Waste: Grounds and Building Maintenance
Account Number Account Name

Requested amount of transfer: \$15,000.00

Reason for request: _____

The building for the tip floor at the Transfer Station needed necessary sidewall repair which
included steel reinforcement along the sides of the structure to support the solid waste removal.

Maurice Goulet

Requesting Department Head Signature

Availability of funds:

Director of Public Works 6/12/2023
Title Date

CW W J 6/14/23
Town Accountant Date

Signature for SELECTBOARD	Approved _____	Disapproved _____
Date	Number Present and Voting _____	

Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
Date	Number Present and Voting _____	

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006
amends M.G.L. Chapter 44 section 33B
amended per Municipal Modernization Act of 2016
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee
Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from: 011231-510100 Town Administrator - Salary
Account Number Account Name

Transfer to: 011231-521800 Town Administrator - Training & Education
Account Number Account Name

Requested amount of transfer: \$2,550.00

Reason for request: The Assistant to the Town Administrator has been accepted into the
Local Government Leadership and Management Certificate program offered by Suffolk
University and the Massachusetts Municipal Association.

Requesting Department Head Signature

Availability of funds:

Title Date

OW W Jov 6/19/23
Town Accountant Date

	Approved _____	Disapproved _____
Signature for SELECTBOARD	Number Present and Voting	
Date _____	_____	

	Approved _____	Disapproved _____
Signature for WARRANT COMMITTEE	Number Present and Voting	
Date _____	_____	



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

MUNICIPAL BUILDINGS CLEANING SERVICES CONTRACT

This Contract is made this 30th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and Dynamic Janitorial Cleaning, Inc. having a usual place of business at 176 Main Street, Milford, MA 01757 hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town solicited submission of for the *Municipal Buildings Cleaning Services* hereinafter referred to as “Program”; and

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

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

1. Contract Documents: The Contract consists of this Agreement together with the *Standard Instructions for RFP and the Technical Specifications which includes Section 3.4 Pricing Sheet*. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the *Standard Instructions for RFP and the Technical Specifications*, as well as, all services necessary or incidental thereto. The Standard Instructions for RFP and the Technical Specifications are attached and shall be included as part of this contract.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. ~~Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.~~
5. Contract Term: The Contract Term is as follows: 7/1/2023 through 6/30/2026 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with cleaning services of specified products and procedures. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations relating to proper handling and disposal of cleaning supplies and will comply fully therewith.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

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

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

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town’s termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or

Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: Marlon Nogueira



Title: President

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Treirweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

Andrew Foster, Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Marlon Nogueira

Print Name

President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Marlon Nogueira

, authorized signatory for

name of signatory

Dynamic Janitorial Cleaning Inc.

, whose

name of contractor

principal place of business is at **176 Main St. Milford, MA 01757**

Marlon Nogueira

does hereby certify under the pains and penalties of perjury that

Dynamic Janitorial Cleaning Inc.

has paid all

name of contractor

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

Signature



06/13/2023

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

06/13/2023

(Date)

The undersigned, being the Shareholders of Dynamic Janitorial Cleaning Inc., a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

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

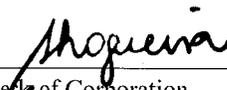
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as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

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

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

Clerk of Corporation Certificate

I, Susy Nogueira the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on June 13, 2023.



Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

- | | |
|--|-------|
| 1. Certification of Signatures: | _____ |
| • For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago | |
| With Corporate Seal affixed (see attached form) | |
| • For LLC: need Manager signature or signed vote of the LLC | |
|
 | |
| 2. Insurance Certificate: | _____ |
| (showing Town as additional insured) | |
| • Matches amount of insurance required under contract | |
|
 | |
| 3. Certificate of Good Faith | _____ |
|
 | |
| 4. Certificate of State Tax Compliance | _____ |
|
 | |
| 5. Signed by Contractor | _____ |
| • Matches certification by Corp officer of authority. | |
|
 | |
| 6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State | _____ |
|
 | |
| 7. 30B Quote Form (if contract is valued at \$10,000 or greater) | _____ |

Contract Reviewed by: _____
Department Head Signature

Name, Title

**STANDARD INSTRUCTION FOR REQUEST FOR PROPOSAL
TOWN OF MEDFIELD, MASSACHUSETTS**

Town of Medfield

Request for Proposals for Cleaning Services for Municipal Buildings

1. RECEIPT OF BIDS:

Sealed Request for Proposals (RFP) will be accepted by the Town of Medfield, ATTN: Kristine Trierweiler, 459 Main Street - 2nd Floor, Medfield, Massachusetts 02052 until the time indicated for quote submittal by the Procurement Officer or designee on **Wednesday, May 31, 2023 at 11:00 AM.**

2. FORM OF QUOTE:

RFP shall be submitted in the format provided. No changes shall be made in the phraseology of the RFP or in the item or item mentioned therein. RFP's must contain the name and proper address of the bidder and must be signed. If by an individual, her/him personally; if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and if the bidder is a corporation, by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. Quotes which are not complete or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind may be rejected as informal.

3. SUBMISSION OF REQUEST FOR PROPOSAL (RFP):

Envelopes containing bids must be sealed and addressed to:

Town of Medfield
ATTN: Kristine Trierweiler
459 Main Street - 2nd Floor
Medfield, MA 02052

The outside envelope should contain the name and address of the bidder, date and hour of the opening and the name of the item which is being RFP upon (**Cleaning Services for Municipal Buildings**).

Any RFP may withdraw his/her bid by written request at any time prior to the noted time of opening. RFP, amendments to quotes or withdrawals received by fax will not be accepted.

No RFP may be withdrawn for a period of thirty (30) days from the date and time of the quote opening, Saturdays, Sundays and Legal Holidays excluded unless by mutual consent of the parties.

RFP's received prior to the time of the opening will be securely kept unopened. No responsibility will be attached for the premature opening of a quote not properly addressed.

If any changes are made to the RFP an addendum will be issued. Addenda will be Electronically mailed or faxed to all bidders on record as having picked up the RFP and the Contractor shall be responsible for reassuring all addenda are in receipt prior to the RFP deadline.

4. SCOPE OF WORK

Contractor is responsible for providing all Cleaning services for five (5) Municipal Buildings. (Town Hall, Library, DPW Offices, Parks and Recreation Building, and Council on Aging) as outlined in “3.0 Performance Specifications” of the Request for Proposal.

Equipment:

Contractor shall supply all required tools, vacuums, etc., necessary to perform the cleaning duties outlined in the Technical specification.

Safety:

Contractor shall be responsible for the security of the site and their staff.

Performance:

Contractor shall read the Scope specification provided and understand its instructions. .
If there is any question, contact the Town of Medfield Director of Facilities for clarification.

5. PRICES: (separately sealed and identified envelope)

In the event that there is a discrepancy between the unit price and the extended totals, if applicable, the unit prices will govern. In the event there is a discrepancy between the price written in words and written in figures, the price written in words shall govern. After the RFP opening, a quote may not change any provisions of the quote in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended quote are clearly evident on the face of the quote document, the mistake will be corrected to reflect the intended correct quote, and the bidder will be notified in writing; the bidder may not withdraw the quote. A bidder may withdraw a quote if a mistake is clearly evident on the face of the quote document, but the intended correct quote is not similarly evident.

6. INSURANCE REQUIREMENTS

Bidders must provide insurance coverage no less than the amounts shown below:

General Liability:

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence
General Aggregate	\$2,000,000

Automobile Liability:

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance:

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance:

Minimum Coverage \$2,000,000 per occurrence and in the aggregate

7. **PREVAILING WAGE**

This project is **NOT** subject to the Commonwealth of Massachusetts' prevailing wage regulations.

8. **MASSACHUSETTS SALES TAX**

The Town is exempt from the payment of Massachusetts Sales Tax.
Identification number is 046-001-216.

9. **AWARD AND CONTRACT:**

The Contract will be awarded to the lowest responsive and/or eligible Quote, depending upon the applicable procurement standard. The Town reserves the right to reject any bid or portion of a quote, to waive any informalities in a quote and to award contract by items or by total to the responsive and responsible quote who offers the lowest price as shall be deemed in the best interest of the Town.

The Town reserves the right to request a vendor to maintain vendor records for six (6) years and to provide assistance with any future audit requirements. A Notice of Acceptance of the Quote will be mailed or furnished to the successful Quote within thirty (30) days of the quote opening. A Town Contract and/or a Purchase Order will follow the written Notice of Award. *A sample Contract is attached.*

10. **PRE-BID CONFERENCE:**

A Pre-Bid Conference is Scheduled for Tuesday, May 23rd @ 10am at the Medfield Town Hall - 2nd Floor.

11. **ADDITIONAL INFORMATION:**

Questions regarding this RFP should be directed via email to the Town of Medfield - Director of Facilities: email: acollaran@email.medfield.net. All inquiries to the Director of Facilities Office must be submitted no later than **Wednesday, May 24th, 2023**. Responses to all inquiries will be issued to all vendors of record no later than **Thursday, May 25th 2023**.

12. **REQUIRED FORMS:**

See part 6.0 of the RFP entitled "6.0 Preparation of Proposal (Vendor Checklist for RFP Submission) highlights all information that is to be submitted in the RFP. Note the **PRICING SHEET** is to be submitted in a **SEPARATE SEALED ENVELOPE** as per directions.

If there is any question, contact the Town of Medfield - Director of Facilities for clarification.

TECHNICAL SPECIFICATIONS

Town of Medfield Base Cleaning Specification:

1.0 General Information:

- a) The Town of Medfield will provide a dumpster and/or recycle dumpster at a pre-determined location, which the contractor will be responsible to deposit waste materials into and close covers.
- b) The Town will purchase and supply all paper towels, toilet paper, hand soap, and trash liners.
- c) The Town, working with the Vendor, shall locate and create a space where the vendor may store equipment for their use.
- d) The Vendor will supply a list of materials, cleaning agents, and products it intends to use for review and approval by the Town of Medfield. The Vendor will receive written approval for the products chosen. The Vendor may propose to change products and submit to the Town for approval. The Vendor is responsible for all associated work required to prepare the surface to accept the new product.
- e) The Vendor will work with the Town to determine available times for the contractor to work at each location. For the purposes of this RFP see section 3.1.4.
- f) The Vendor will supply all labor, cleaning product, and tools/equipment to perform cleaning as outlined in the Part 3 performance specification.

1.1 Insurance requirements:

Upon Selection, the Vendor must provide evidence of the following minimum coverage upon award from an insurance company licensed to do business in the Commonwealth of Massachusetts.

Comprehensive liability	\$1M per occurrence
	\$2M aggregate

Worker's Compensation at the statutory amount for the Commonwealth of Massachusetts.

Automobile liability:	\$1M combined single limit
-----------------------	----------------------------

1.2 intentionally left blank

1.3 Duration:

- a) The term of agreement shall be a term of Thirty six (36) months (July 1, 2023-June 30, 2026) unless earlier terminated or extended under terms of agreement. The Town of Medfield shall have the option, upon thirty (30) day written notice to the Vendor prior to the expiration of the agreement, to renew the agreement for two (2) consecutive 1-year periods, but not for more than a total of four (4) years.

1.3.1 Adjustment of Services:

- a) The Town of Medfield reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Vendor as defined elsewhere in this document with the appropriate adjustment in compensation paid to the Vendor as agreed by both parties.

1.3.2 Termination of Contract:

- a) In the event of the bankruptcy or insolvency of the Vendor, or in the event of violation of any terms of these conditions, or in the event the Town of Medfield in its sole discretion determines that the Vendor is not performing its duties in a proper or quality manner, or in the event a continuing pattern of violations are committed, regardless if cured in a proper manner, The Town of Medfield may, upon ten (10) days written notice, declare the agreement terminated and the Vendor will be liable for damages in the amount of cost associated with the process of securing another vendor.
- b) The Town of Medfield may terminate the agreement without cause, in whole or in part, when it is in the best interest of the Town, upon thirty (30) day written notice to the Vendor. If the agreement is terminated, the Town shall be liable only for the payment of services rendered before the effective date of termination.

1.4 Facilities:

- a) Building as part of this agreement:

a.	Town Hall	459 Main Street	17,000 sf
b.	Library	468 Main Street	20,000 sf
c.	Recreation (Pfaff Center)	124 North Street	8,500 sf
d.	DPW Offices	55 North Meadow Street	5,000 sf
e.	Council on Aging	One Ice House Road	7,600 sf

Approximate total square feet 58,100 sf

1.5 Pre-Bid Walk Conference:

All potential bidders will have the opportunity to walk the buildings prior to the bid due date.

The Pre-bid conference will occur at Medfield Town Hall, second floor Selectmen’s meeting room, on **Tuesday, May 23rd, 2023 at 10:00am.**

2.0 Vendor Responsibilities:

2.1.1 Staffing:

- a) Prior to implementation of the contract, vendor shall provide the Town an employee roster of staff that are anticipated to work in Medfield both permanent and fill in staff. The roster shall consist of the Names and Photo identification of the employee that could work in town. If employees change, the vendor shall submit a new roster sheet to the Director of Facilities.
- b) Nightly responsible supervisory position/Lead worker. This position shall be the key contact who can oversee all employees working in the Town of Medfield.
 - a. This person must be able to read, comprehend and communicate in English.
 - b. Have cell phone number, which will be given to all department heads and on file with Police in the case of emergency contact
 - c. Is capable of reviewing Town provided cleaning inventory and providing guidance to the Town as ordering needs.

- d. Has documented training on materials used in Medfield, understands Material and Safety Data Sheets of the product to be used, and is responsible for training staff.
 - e. This person will be able to meet with designated Town staff at a pre-scheduled time to review and discuss performance.
- c) Upon acceptance of the contract, Vendor will create and provide a written work/staffing plan/equipment plan to provide all cleaning procedures and specifications using SECTION 3.2 Mandatory Base Cleaning Specification .
 - d) Sufficient substitute personnel are available in the event of absenteeism for any reason.
 - e) All employees of the Vendor will be required to wear a uniform supplied by the vendor. The uniform will be in good repair and laundered on a regular basis. If employees are working in a building during its operational times, the employee shall have a badge/identification provided by the Vendor worn on his/her person in a visible location.
 - f) Vendor's employees are to be instructed to conduct themselves in a professional manner, be courteous, and not behave in a loud boisterous or offensive manner or use foul language. A Vendor Employee whose conduct is detrimental to the best interest of the Town will be removed and replaced by the Vendor at the request of the Town of Medfield.
 - g) Vendors shall supply written documentation that employees have been trained on operation of cleaning equipment and safety training on the proper use of cleaning chemicals.
 - h) The Vendor shall be responsible for providing safety equipment for employees such as but not limited to the following: Rubber gloves, safety glasses, dust masks and any other equipment needed for employees to perform the required work.
 - i) All employees of the Vendor will be required to pass a CORI check prior to starting work.

2.1.2 Equipment:

- j) Cleaning Equipment: The Vendor is responsible for providing all cleaning equipment required to perform the task in each building. Equipment shall include, vacuums, mop/mop buckets, buffing equipment, autoscrubbers, required hand tools, air dryers, wet vacuums, shampooers, dusters and all other related equipment. CONTRACTOR SHALL SUBMIT A LIST OF EQUIPMENT REQUIRED AT EACH SITE TO PERFORM THE DUTIES OUTLINED IN Section 2.3.

2.1.3 Key/Security Policy:

- k) Key/FOB Policy: The Town of Medfield will provide the Vendor with keys/FOB Card necessary to gain access to areas to be cleaned. Security of these keys/FOB is the responsibility of the Vendor. Keys/FOB are not to be duplicated by the Vendor for any purpose.

2.1.4 Policy and Procedure Manual:

- l) It will be the responsibility of the selected Vendor to develop a Policy and Procedure Manual specific to each building in the Town of Medfield, which details all items such as fixtures, surfaces, furniture, areas, stairways, offices and specific procedure to be performed in each area/item. This will include frequencies and intensity of cleaning, i.e. daily, weekly, monthly, annually, and staffing needed to perform work etc. This will become the property of the Town of Medfield as a method to evaluate the Vendor. The manual will be modified as changes occur, and reviewed at least annually. NOTE: This manual becomes the document the Town will use to evaluate service and have a procedure to correct work not up to the Town of Medfield standards.

- m) The Vendor is responsible for any licensing requirement needed.

2.2 Account Manager:

- a) For the purposes of Contract management, the Vendor must provide an individual who will be named the *Account Manager* for the duration of the contract. The role of the Account Manager will be to serve as the liaison between the Vendor and Town.

- b) The Account Manager shall address invoicing and review the quality reports the Town may provide during its review of service, and make suggestions to the Town as to how to effectively and economically improve cleaning operations. The account manager shall relay any cleaning concerns to staff or supervisor/lead worker.

- c) Vendor shall meet/conference call with the Director of Facilities monthly (if required) to review performance of the Vendor. The Town reserves the right to initiate more frequent meetings.

3.0 Performance Specification:

This part of the RFP Contains PERFORMANCE SPECIFICATIONS for Cleaning Services. The Town of Medfield's objective in securing this service is to provide to the citizens that in regards to cleanliness and appearance, is the finest of its kind.

Vendor must meet the following criteria in order to be qualified to submit proposals:

3.1.1 Must demonstrate that they have the capability to provide a service that can meet or exceed the performance specifications listed in Part 3.0 through 3.3.9 of this RFP.

3.1.2 Must demonstrate that they have the capability of the Business specifications listed in Parts 4.0 through 4.11 of this RFP.

3.1.3 Must be currently providing similar service to at least five (5) municipal or private facilities that are open to the public, have high volume public traffic, and at least 50,000 square feet of cleanable space.

3.1.4 Must demonstrate that they have capacity to service the Town of Medfield facilities with general operating hours from 8:00am- 7:00pm. General hours of cleaning work can be anticipated between 7:00pm-7:00am. Upon contract award, specific times per each building will be determined that allow for more flexibility.

3.1.5 The Town of Medfield recognizes nine (9) holidays for vendors. They are:

- 1) New Years
- 2) Presidents Day
- 3) Memorial Day
- 4) Juneteenth
- 5) Independence Day (July 4)
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) Christmas Day

The Town of Medfield will pay an overtime rate (1.5 hourly rate) for approved services performed on these days. All other state holidays are to be treated as regular work days by the contract.

3.1.6 The vendor MUST submit a proposed schedule on how Part 3.0 will be satisfied.

3.1.7 Upon acceptance of contract, Contractor must comply with the following:

A. Federal Standards & Safety

Vendor shall comply with all OSHA enforcement procedures for occupational exposure to blood borne pathogens. All Vendor employee's must have received minimum federal training on blood borne pathogens, handling of hazardous materials, instruction in the Right to Know laws, and are able to fully understand Material Safety Data Sheets and other published notices before allowed to work on Town Property. Training procedures, records, and documentation of instructor qualifications or certificates shall be submitted.

B. Hold Harmless

Vendor shall assume the defense of, indemnify, defense and hold harmless the Town and its employees from and against any and all loss damage, injuries, claims, cause or cause of action, or any liability of any kind whatsoever resulting from, or arising out of, or in connection with the service/work of equipment /materials provided by the vendor pursuant to this agreement.

C. Governance

The Contract as described in the specification, shall be governed by and constructed by the Laws of the Commonwealth of Massachusetts and will constitute the entire agreement between parties.

D. Invoicing

Invoicing for services under the award shall be submitted to the Director of Facilities, Town of Medfield, 459 Main Street, Medfield, Ma 02052. Invoicing shall be monthly.

3.2 **Mandatory Base Cleaning Specification:**

The Following is the **base requirements** for each location.

General Note:

Vendor is responsible for CLOSING PROCEDURE OF A BUILDING. Closing procedures consist of Turning off lights, Carefully securing all windows and locking doors, If building is alarmed, setting alarm, make sure all sinks and toilets are not running. Report any abnormalities to the Director of Facilities or her designee.

3.2.1 All Vestibules/Entry Ways/Tiled areas at counters:

- Empty, clean and reline trash barrels
- Spot clean walls and floors
- Vacuum floors and mats
- Wash VCT/Tile floors

Weekly:

- Dust/ High dust all surfaces including air supply and exhaust grills.

3.2.2. ALL Office Space:

- Vacuumed
- Trash/recycle removal
- Spot clean walls and floors

Weekly:

- Dust/High Dust all surfaces including air supply and exhaust grills

3.2.3 Restrooms:

- Empty, clean, and reline all trash containers
- Spot clean walls, partitions, doors, door frames, handles, and mirrors
- Clean and sanitize sinks, counters, urinals, toilets, and showers
- Clean and sanitize floors
- Replenish paper supplies, hand soap, deodorizers, etc.
- Clean floor drains

Monthly:

- Machine scrub floors
- Thoroughly wash walls/doors/partitions
- High dust/clean air supply and exhaust grills

3.2.4 Lounges, Classrooms, Meeting Rooms, Stack Areas:

- Empty, clean and reline trash barrels
- Dust all Surfaces
- Drymop floors. If carpeted, remove all spots and stains & Vacuum
- Spot clean surfaces as necessary

Weekly:

- Vacuum floors and mats
- High Dust/dust all surfaces Including air supply and exhaust grills
- Spot clean wall surfaces
- Wash VCT/Tile floors

- Clean horizontal table surfaces
- Clean internal glass windows as necessary

3.2.5 Kitchen / Kitchenette:

- Empty, clean and reline trash barrels
- Dust all Surfaces
- Drymop floors or vacuum
- Wash floor/spot clean carpet
- Damp wipe horizontal surfaces as necessary
- Spot clean walls/doors

3.2.6 Stairwells / Remote Corridors / Elevators:

- Sweep or vacuum to remove dust and dirt
- Spot clean walls/handrails/door and door frames

Weekly:

- Sweep or vacuum and dust to remove dirt and wash floors
- all surfaces, stair supports, risers/treads, standpipes etc.
- Vacuum the elevator tracks in threshold

3.2.7 All Drinking Fountains:

- Clean and sanitize

MONTHLY

3.2.8 Monthly at all locations:

- Clean Glass Interior and doors
- Thoroughly dust UNDERNEATH tables, chairs and other similar items.
- Thoroughly dust under countertops, above cabinets, and plumbing supply piping.
- Dust tops of refrigerators, vending machines, display case tops, wall hangings, door ledges, wainscoting, air supply, light fixtures and return vents.
- Clean table legs, under seats and chairs legs.

EXTRA SERVICE:

3.2.9 Extra Service:

All work will be coordinated with the Director Of Facilities or Designee and done during non-operational times (unless agreed upon) at an agreed upon price prior to implementation.

a) VCT Maintenance:

Once a year, machine scrub and if required strip all wax coating and recoat tile per manufacturers recommendations (assume four coats).

b) Carpet Maintenance:

Once a year, shampoo, neutralize and carpet extract carpets. Work shall include contractor supplying additional fans to accelerate drying.

3.3 Vendor will be asked to provide a **sealed envelope with Pricing cost (see 3.4) of providing service to:**

Town of Medfield
ATTN: Kristine Trierweiler
459 Main Street - 2nd Floor
Medfield, MA 02052

3.4 FREQUENCY CHART:

Town Hall	2 days a week	
Library	6 days a week (mon-sat)	
Recreation	5 days a week	
DPW Offices	2 days a week	December –February 3 days a week
Council on Aging	2 days a week	

3.4 PRICING SHEET: Annual guaranteed cost for mandatory components required (3.2- 3.28) and per frequency chart section 3.4.

Project will be billed and paid according to 3.4.1 through below

	Building	Year 1	Year 2	Year 3	
3.4.1	Town Hall	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month	
3.4.2	Library	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month	
3.4.3	Recreation	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month	
3.4.4	DPW offices	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month	
3.4.5	Council on aging	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month	
3.4.6	VCT Maintenance extra service	\$ _____ Per 1000 sq feet	\$ _____ Per 1000 sq feet	\$ _____ Per 1000 sq feet	
3.4.7	Carpet maintenance extra service	\$ _____ Per 1000 sq feet	\$ _____ Per 1000 sq feet	\$ _____ Per 1000 sq feet	
Additional person cost	Cost of additional service per hour per person	\$/HR _____	\$/HR _____	\$/HR _____	

4.0 BUSINESS SPECIFICATION

4.1 Introduction

This part of the RFP contains the Business Specification for Cleaning Services. Vendor must meet all business specifications that are listed in this part of the RFP. Vendor who fails to meet mandatory specification will be deemed non-responsive. **Submit as part of the RFP the following:**

4.2 Vendor experience and years in business

Vendors submitting proposals must be in business of providing cleaning services to similar facilities (IE facilities that have been open to the public, have high traffic volume, and provide the same scope of service outlined in section 3.0, for a time period of not less than three (3) years preceding proposal date.

4.3 Vendor's Client References

Vendor must provide at least five (5) client references for which cleaning services are currently provided, including name, address, contact person, telephone number, months/years of service, and a description of the service provided. These references will be used to support the Vendor's ability to supply the service stated in the RFP.

4.4 Policy and Procedure Manual

Vendor must provide a copy of their current policy and procedure manual for review by the Town. The manual will be returned to Vendor at the conclusion of the selection process.

4.5 Account manager

Vendor shall supply the Town with the person who will be the account manager for this contract and number of years with the company.

4.6 Financial Statement

Vendor must attach a report prepared in accordance with good accounting practices reflecting the Vendor's current financial condition. The report must include a balance sheet and income statement. This information is to be provided in a separate envelope marked "Confidential" and should be certified.

4.7 Surety

The Vendor shall, upon execution of the contract, furnish a good and sufficient surety in the form of a performance bond, cashier check, or other form acceptable by Mass General law in the amount equal to of 100% of the total 1 year contract cost. The performance bond is to be delivered to the Director of facilities prior to the start of the Contract.

5.0 Procedural Information:

RFP Time Table

5.1.1	RFP available to vendors	May 10, 2023 9:00 am
5.1.2	Pre-bid Conference	May 23, 2023 10:00 am
5.1.3	Questions on RFP Due	May 24, 2023 3:00pm

- | | | |
|-------|----------------------------|------------------------------|
| 5.1.4 | Response to questions | May 25, 2023 3:00pm |
| 5.1.5 | Proposals Due at Town Hall | May 31, 2023 11:00 am |
| 5.1.6 | Vendor Selection Committee | Week of June 4, 2023 |

5.2 Submission Proposal:

All proposals must be sealed when submitted, with one (1) complete original and three (3) copies no later than the date and hour indicated in section 5.1.5.

Required Business Proposal information (Part 4 Information) shall be separate from **sealed** price proposal.

Price form (section 3.4) shall be submitted in a separate **sealed** envelope clearly marked with VENDOR NAME and "Cleaning Services- Price Proposal"

Proposals shall be sent to:

Town of Medfield
ATTN: Kristine Trierweiler
459 Main Street - 2nd Floor
Medfield, MA 02052

5.3 Clarification of Proposal:

Any Vendor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Director of Facilities and Assistant Town Administrator shall address requests for such discussion of clarification.

The selection committee is not required to seek clarification of Vendor's proposal. Therefore, the vendors should be as clear and unambiguous as possible in their response to performance and business specifications, and be certain of their procedural specifications.

5.4 Basis for Proposal Evaluation:

- | | | |
|-------|----------------------|-----|
| 5.4.1 | Experience | 20% |
| 5.4.2 | Financial Strength | 20% |
| 5.4.3 | References | 20% |
| 5.4.4 | Pricing | 20% |
| 5.4.5 | Policy and Procedure | 15% |
| 5.4.6 | Other Criteria | 5% |

5.5 Award:

The selection committee will follow procurement rules governing evaluation and award of contracts. The selection committee will recommend to the Selectmen for their approval that a contract be awarded to a responsible and responsive Vendor that best meets the performance and business specifications and has the most cost effective financial package.

5.6 Cancellation of RFP:

The Town of Medfield retains the right to cancel this RFP or any portion thereof at any time prior to execution and approval of a contract, in which event all proposals received in response to the RFP or the relevant portion thereof will be rejected. Should this RFP be canceled, all expenses related to the preparation of the responses to this RFP remain the responsibility of the vendor.

5.7 Amendments to the Contract:

The Town of Medfield reserves the right to amend the contract arising from this RFP and, in particular, to add services that the Director of Facilities or designee and the vendor mutually agreed are consistent with that solicited by this RFP at a rate and cost equal to or lower than those compatible services already contracted for.

6.0 Preparation of Proposal (Vendor Checklist For RFP Submission)

6.1 Proposal Format for Cleaning Services

Vendor must provide a response to each of the following request for information (see Part 5 and section 3.4)

A. General Information

1. Vendor Name, Address, telephone number, email address
2. Description of vendor (corporation, partnership, individual, etc.)
3. Name, title and business address of person(s) to whom communication with respect to this proposal should be directed.
4. Statement that the Vendor is, or is not, now qualified to do business in the Commonwealth of Massachusetts.

B. Information that must be submitted to meet selection criteria

1. Vendor's experience and years in business (4.1)
2. Financial strength and stability (4.5)
3. References list of five (5) CLIENTS, including client contact person (4.2)
4. Policy and Procedure manual (4.3)
5. Account manager information (4.4)
6. Other criteria- any additional information that you may wish to share regarding the distinctiveness of your business operation (5.4.6)
7. Attachment Certification Forms

- C. Pricing Sheet (3.4) Use format in section 3.4. NOTE this will need to be in a separate and **sealed** envelope per section 3.3 AND section 5.2

Submitted By:

Name Marlon Nogueira

Signature 

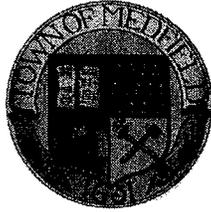
Title President

Date 06/13/2023

3.4 PRICING SHEET: Annual guaranteed cost for mandatory components required (3.2- 3.28) and per frequency chart section 3.4.

Project will be billed and paid according to 3.4.1 through below

	Building	Year 1	Year 2	Year 3	
3.4.1	Town Hall	\$1,047.00 Per month \$697	\$1,047.00 Per month \$697	\$1,047.00 Per month \$697	Per mat 6/7/23
3.4.2	Library	\$2,387.00 Per month	\$2,387.00 Per month	\$2,387.00 Per month	
3.4.3	Recreation	\$1,497.00 Per month	\$1,497.00 Per month	\$1,497.00 Per month	
3.4.4	DPW offices	\$527.00 Per month	\$527.00 Per month	\$527.00 Per month	
3.4.5	Council on aging	\$497.00 Per month	\$497.00 Per month	\$497.00 Per month	
3.4.6	VCT Maintenance extra service	\$.97 Per 1000 sq feet	\$.97 Per 1000 sq feet	\$.97 Per 1000 sq feet	
3.4.7	Carpet maintenance extra service	\$.32 Per 1000 sq feet	\$.32 Per 1000 sq feet	\$.32 Per 1000 sq feet	
Additional person cost	Cost of additional service per hour per person	\$/HR \$29.75	\$/HR \$29.75	\$/HR \$29.75	



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

SOLID WASTE AND RECYCLABLES CONTRACT

This Contract is made this 30th day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Lawrence Waste Services having a usual place of business at 49 Alder Street, Medway, MA 02053 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of for *Solid Waste and Recyclables Quote Town Wide* hereinafter referred to as "Program"; and

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

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

1. Contract Documents: The Contract consists of this Agreement together with the *BID SHEET - (Attachment A) and the Scope of Work listed in the IFQ*. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the *Scope of Services provided in Bid Sheet- Attachment A and the Scope of Work listed in the IFQ*, as well as, all services necessary or incidental thereto. The Bid Sheet – Attachment A and the IFQ are attached and shall be included as part of this contract.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: The Contractor shall deliver Trash and Single Stream Recycle Receptacles to all locations and trash removal services as listed in the *Scope of Services provided in Bid Sheet - Attachment A and Scope of Work listed in the IFQ*.

5. ~~Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.~~
6. Contract Term: The Contract Term is as follows: 7/1/2023 through 6/30/2025 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the solid waste handlers and services of specified products. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations relating to proper handling, transportation, and disposal of solid waste and recyclables and will comply fully therewith.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:
- a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.
- The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: 

Title: owner & v.p.

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Treirweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

Andrew Foster, Town Accountant

STANDARD INSTRUCTION FOR QUOTE

Town of Medfield, Massachusetts

Invitation for Quotes for Solid Waste and Recyclable Services - Town Wide

1. **RECEIPT OF BIDS:**

Sealed Quotes will be accepted by the Town of Medfield, 459 Main Street, Medfield, Massachusetts 02052 until the time indicated for quote submittal by the Procurement Officer or designee on **May 17, 2023 at 10:00 AM** at the Finance and Operations Office located on the 3rd floor of Town Hall.

2. **FORM OF QUOTE:**

Quote shall be submitted on the *Quote Form* provided. No changes shall be made in the phraseology of the Quote or in the item or items mentioned therein. Quotes must contain the name and proper address of the bidder and must be signed. If by an individual, she/he personally; if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and if the bidder is a corporation, by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. Quotes which are not complete or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind may be rejected as informal.

3. **SUBMISSION OF BIDS:**

Envelopes containing bids must be sealed and addressed to:

Town of Medfield
ATTN: Michael LaFrancesca – Director of Finance and Operations
459 Main Street - 3rd Floor
Medfield, MA 02052

The outside envelope should contain the name and address of the bidder, date and hour of the opening and the name of the item which is being Quote upon.

Any bidder may withdraw his/her Quote by written request at any time prior to the noted time of opening. Quotes, amendments to quotes or withdrawals received by fax will not be accepted.

No quote may be withdrawn for a period of thirty (30) days from the date and time of the quote opening, Saturdays, Sundays and Legal Holidays excluded unless by mutual consent of the parties.

Quotes received prior to the time of the opening will be securely kept unopened. No responsibility will be attached for the premature opening of a quote not properly addressed.

If any changes are made to the Invitation to Quote (IFQ) an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFQ and the Contractor shall be responsible for reassuring all addenda are in receipt prior to quote deadline.

4. **SCOPE OF WORK**

Contractor is responsible for providing all weekly trash removal service for five (5) schools and (5) Town Buildings (Town Hall, Library, Public Safety, Recreation, and Council on Aging)

Provide cardboard recycling receptacles at locations identified.

Equipment:

Contractor shall supply the dumpsters identified, trash removal vehicles to accommodate the pick-up of dumpsters and recycle.

Contractor shall have equipment to wash and sanitize dumpsters as requested by owner.

Safety:

Contractor shall be responsible for security of the site during pick-ups and servicing of dumpsters. They are also responsible for the maintenance of their equipment, vehicles, and any other apparatus required to perform this trash pick-up service.

Installation/Pick-up:

Contractor shall read the Scope specification provided and understand its instructions. Delivery of units and Pick-up shall occur before or after normal work hours to allow for easy access, prevent accidents, avoid students/school pick-up drop off and as a general precaution.

Reducing pick-up in off season:

The Town reserves the right to reduce trash & recycle pick-ups with a written ten day notice at any location. The Town anticipates that the Schools, during the summer months, may reduce the amount of pickups required. All quotes shall be based on a full year pick-up as noted in the frequency chart.

If there is any question, contact the Town of Medfield Director of Facilities for clarification.

5. **PRICES**

In the event that there is a discrepancy between the unit price and the extended totals, if applicable, the unit prices will govern. In the event there is a discrepancy between the price written in words and written in figures, the price written in words shall govern. After the quote opening, a quote may not change any provisions of the quote in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be waived or the bidder will be allowed to correct them. If a mistake and the intended quote are clearly evident on the face of the quote document, the mistake will be corrected to reflect the intended correct quote, and the bidder will be notified in writing; the bidder may not withdraw the quote. A bidder may withdraw a quote if a mistake is clearly evident on the face of the quote document, but the intended correct quote is not similarly evident.

6. **INSURANCE REQUIREMENTS**

Bidders must provide insurance coverage no less than the amounts shown below:

General Liability

Bodily Injury Liability:	\$2,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence
General aggregate	\$2,000,000

Automobile Liability

Bodily Injury Liability:	\$2,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$2,000,000 per occurrence and in the aggregate

7. **PREVAILING WAGE**

This project is subject to the Commonwealth of Massachusetts' prevailing wage regulations. Any price bid must be based on prevailing wages. The prevailing wage list is attached to this IFQ.

8. MASSACHUSETTS SALES TAX

The Town is exempt from the payment of Massachusetts Sales Tax. Identification number is 046-001-216.

9. AWARD AND CONTRACT

The Contract will be awarded to the lowest responsive and/or eligible Quote, depending upon the applicable procurement standard. The Town reserves the right to reject any bid or portion of a quote, to waive any informalities in a quote and to award contract by items or by total to the responsive and responsible quote who offers the lowest price as shall be deemed in the best interest of the Town.

The Town reserves the right to request a vendor to maintain vendor records for six (6) years and to provide assistance with any future audit requirements. A Notice of Acceptance of the Quote will be mailed or furnished to the successful Quote within thirty (30) days of the quote opening. A Town Contract and/or a Purchase Order will follow the written Notice of Award. **A sample Contract is attached.**

10. ADDITIONAL INFORMATION

Questions regarding this Quote should be directed in writing to the Town of Medfield, Director of Facilities Office, 459 Main Street, Medfield, MA 02052 or via email at acollaran@email.medfield.net Monday through Friday 8:00 AM. until 3:00 PM. All inquiries to the Director of Facilities Office must be submitted no later than **May 11, 2023**. Responses to all inquiries will be issued to all vendors of record no later than **May 12, 2023**.

11. REQUIRED FORMS

NON-COLLUSION FORM, TAX COMPLIANCE FORM, CERTIFICATE OF VOTE

Persons submitting a bid or proposal to provide supplies or services must submit the non-collusion form, tax compliance form and certificate of vote form included in the bid package.

GENERAL BID FORM (Completed and signed)

LOCATION AND FREQUENCY CHART

High School 88R South St	Trash	10 yard	2 times a week
	Trash	6 yard	3 times a week
	Recycle	8 yard	Once a week
Blake Middle School 24 Pound Street	Trash	10 yard	2 times a week
	Trash	6 yard	2 times a week
	Recycle	8 yard	Once a week
Wheelock School 17 Elm Street	Trash	8 yard	2 times a week
	Recycle	8 yard	Once a week
Dale Street School 45 Adams Street	Trash	8 yard	2 times a week
	Recycle	8 yard	Once a week
Memorial School 59 Adams Street	Trash	8 yard	2 times a week
	Recycle	8yard	Once a week
Town Hall 459 Main Street	Trash	2 yard	Once a week
	Recycle	2 yard	Every other week
Library 468 Main Street	Trash	2 yard	Once a week
	Recycle	2 yard	Every other week
Public Safety Building 114 North Street	Trash	2 yard	Once a week
	Recycle	2 yard	Once a week
Council on Aging One Ice House Road	Trash	2- 2 yard	Once a week
	Recycle	2 yard	Every other week
Recreation Pfaff Center 124 North Street	Trash	8 yard	Once a week

12. SCOPE OF WORK

Contractor is responsible for providing all weekly trash removal service for five (5) schools and five (5) Town Buildings (Town Hall, Library, Public Safety, Recreation and Council on Aging)

Provide a cardboard/paper recycle at locations identified

Equipment:

Contractor shall supply the dumpsters identified, trash removal vehicles to accommodate the pick-up of dumpsters and recycle.

Contractor shall have equipment to wash and sanitize dumpsters as requested by owner.

Safety:

Contractor shall be responsible for security of the site during pick-ups and servicing of dumpsters. They are also responsible for the maintenance of their equipment, vehicles, and any other apparatus required to perform this trash pick-up service.

Installation/Pick-up:

Contractor shall read the Scope specification provided and understand its instructions. Delivery of units and Pick-up shall occur before or after normal work hours to allow for easy access, prevent accidents, avoid students/school pick-up drop off and as a general precaution.

Reducing pick-up in off season:

The Town reserves the right to reduce trash & recycle pick-ups with a written ten day notice at any location. The Town anticipates that the Schools, during the summer months, may reduce the amount of pickups required. All quotes shall be based on a full year pick-up as noted in the frequency chart.

If there is any question, contact the Town of Medfield - Director of Facilities for clarification.

ATTACHMENT A

**Town of Medfield
Proposal for Solid Waste and Recyclable Program**

GENERAL BID FORM

Respondent's Company Name

1. Proposal:

A: YEAR 1 CONTRACT - July 1, 2023- JUNE 30, 2024 (OPTION A):

Total cost per year per location

- a) Medfield High School - 88R South Street: (1-10yd - 2x/week, 1-6yd - 3x/week, 1-8yd single stream recycle 1x/week) \$ _____
- b) Blake Middle School - 24 Pound Street: (1-10yd, 1-6yd both 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- c) Wheelock School - 17 Elm Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- d) Dale Street School - 45 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- e) Memorial School - 59 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- f) Town Hall - 459 Main Street: (1-2yd 1x/week, 1-2yd single stream recycle 1 pick-up every other week) \$ _____
- g) Public Safety Building - 114 North Street: (1-2yd 1x/week, 1-2yd single stream recycle 1x/week) \$ _____
- h) Council on Aging – 1 Ice House Road:(2-2yard trash 1x/week, 1-2yard single stream recycle 1 pick-up every other week) \$ _____
- i) Library - 468 Main Street: (1-2yd 1x/week, 1-2yd recycle 1 pick-up every other week) \$ _____
- j) Recreation Pfaff Center - 124 North Street: (1- 8yard trash 1x/week) \$ _____

TOTAL YEAR 1 CONTRACT \$ _____

****Alternate Price**** for individual pick-up 6 yard trash per week: \$ _____

Respondent's Company Name

B: YEAR 2 CONTRACT - JULY 1, 2024 – JUNE 30, 2025 (OPTION B): **Total cost per year per location**

- a) Medfield High School - 88R South Street: (1-10yd - 2x/week, 1-6yd - 3x/week, 1-8yd single stream recycle 1x/week) \$ _____
 - b) Blake Middle School - 24 Pound Street: (1-10yd, 1-6yd both 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
 - c) Wheelock School - 17 Elm Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
 - d) Dale Street School - 45 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
 - e) Memorial School - 59 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
 - f) Town Hall - 459 Main Street: (1-2yd 1x/week, 1-2yd single stream recycle 1 pick-up every other week) \$ _____
 - g) Public Safety Building - 114 North Street: (1-2yd 1x/week, 1-2yd single stream recycle 1x/week) \$ _____
 - h) Council on Aging – 1 Ice House Road:(2-2yard trash 1x/week, 1-2yard single stream recycle 1 pick-up every other week) \$ _____
 - k) Library - 468 Main Street: (1-2yd 1x/week, 1-2yd recycle 1 pick-up every other week) \$ _____
 - l) Recreation Pfaff Center - 124 North Street: (1- 8yard trash 1x/week) \$ _____
- TOTAL YEAR 2 CONTRACT** \$ _____

****Alternate Price**** for individual pick-up 6 yard trash per week: \$ _____

Respondent's Company Name

C: YEAR 3 CONTRACT - JULY 1, 2025 – JUNE 30, 2026 (OPTION C):

Total cost per year per location

- a) Medfield High School - 88R South Street: (1-10yd - 2x/week, 1-6yd - 3x/week, 1-8yd single stream recycle 1x/week) \$ _____
- b) Blake Middle School - 24 Pound Street: (1-10yd, 1-6yd both 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- c) Wheelock School - 17 Elm Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- d) Dale Street School - 45 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- e) Memorial School - 59 Adams Street: (1-8yd 2x/week, 1-8yd single stream recycle 1x/week) \$ _____
- f) Town Hall - 459 Main Street: (1-2yd 1x/week, 1-2yd single stream recycle 1 pick-up every other week) \$ _____
- g) Public Safety Building - 114 North Street: (1-2yd 1x/week, 1-2yd single stream recycle 1x/week) \$ _____
- h) Council on Aging – 1 Ice House Road:(2-2yard trash 1x/week, 1-2yard single stream recycle 1 pick-up every other week) \$ _____
- m) Library - 468 Main Street: (1-2yd 1x/week, 1-2yd recycle 1 pick-up every other week) \$ _____
- n) Recreation Pfaff Center - 124 North Street: (1- 8yard trash 1x/week) \$ _____

TOTAL YEAR 3 CONTRACT \$ _____

****Alternate Price**** for individual pick-up 6 yard trash per week: \$ _____

Respondent's Company Name

TOTAL (OPTION A) - YEAR 1 CONTRACT: \$ _____

TOTAL (OPTION A+B) - YEAR 2 CONTRACT: \$ _____

TOTAL (OPTION A+B+C) - YEAR 3 CONTRACT: \$ _____

_____ **Prevailing Wage Rates - INCLUDED IN THIS PROPSOAL (PLEASE CHECK OFF)**

D) ALTERNATE COST REDUCTION

The Town has implemented a comprehensive trash reduction policy. It is the Town's belief that the Medfield High School, Blake Middle School, Wheelock Elementary School, Memorial Elementary School, Dale Street School and Recreation Building could be the most affected. The Town reserves the right to reduce the amount of trash pick-ups at each facility. The Town will submitting a written 10 day notice to the vendor to reduce the frequency of trash pick ups at a facility at the above noted "Price per individual pick-up cost".

Signature _____ Date _____



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

SOLID WASTE AND RECYCLABLES PROGRAM CONTRACT

This Contract is made this ____ day of June 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the “Town” and (Contractor/Vendor) having a usual place of business at (Contractor/Vendor Address) hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Town solicited submission of for *Solid Waste and Recyclables Quote Town Wide* hereinafter referred to as “Program”; and

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

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

1. Contract Documents: The Contract consists of this Agreement together with the *BID SHEET - (Attachment A) and the Scope of Work listed in the IFQ*. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the *Scope of Services provided in Bid Sheet- Attachment A and the Scope of Work listed in the IFQ*, as well as, all services necessary or incidental thereto. The Bid Sheet – Attachment A and the IFQ are attached and shall be included as part of this contract.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Delivery: The Contractor shall deliver Trash and Single Stream Recycle Receptacles to all locations and trash removal services as listed in the *Scope of Services provided in Bid Sheet - Attachment A and Scope of Work listed in the IFQ*.

5. Warranties: ~~The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.~~
6. Contract Term: The Contract Term is as follows: **7/1/2023 through 6/30/2026** subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established suppliers. Contractor warrants and represents that it is familiar with the solid waste handlers and services of specified products. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations relating to proper handling, transportation, and disposal of solid waste and recyclables and will comply fully therewith.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:
- a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor’s property.
- The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town’s termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Board of Selectmen

By: _____

Title: _____

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Treirweiler, Town Administrator

I certify that an appropriation is available in the amount of the Contract.

Andrew Foster, Town Accountant

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that

_____ has paid all
name of contractor

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

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

- 1. Certification of Signatures: _____
 - For Corporation: need President’s signature or Clerk’s Certificate dated no more than 2 years ago

With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC

- 2. Insurance Certificate: _____

(showing Town as additional insured)
 - Matches amount of insurance required under contract

- 3. Certificate of Good Faith _____

- 4. Certificate of State Tax Compliance _____

- 5. Signed by Contractor _____
 - Matches certification by Corp officer of authority.

- 6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from Secretary of State _____

- 7. 30B Quote Form (if contract is valued at \$10,000 or greater) _____

Contract Reviewed by: _____
Department Head Signature

Name, Title



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Medfield
Contract Number: **City/Town:** MEDFIELD
Description of Work: Provide solid waste and recyclable services - town wide. 3 year contract
Job Location: 459 Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver	07/01/2022	\$28.45	\$8.24	\$0.00	\$0.00	\$36.69
{MEDFIELD}	07/01/2023	\$29.31	\$8.24	\$0.00	\$0.00	\$37.55
	07/01/2024	\$30.19	\$8.24	\$0.00	\$0.00	\$38.43
	07/01/2025	\$31.10	\$8.24	\$0.00	\$0.00	\$39.34
Laborer						
Laborer	07/01/2022	\$19.62	\$8.24	\$0.00	\$0.00	\$27.86
{MEDFIELD}	07/01/2023	\$20.17	\$8.24	\$0.00	\$0.00	\$28.41
	07/01/2024	\$20.77	\$8.24	\$0.00	\$0.00	\$29.01
	07/01/2025	\$21.36	\$8.24	\$0.00	\$0.00	\$29.60

Additional Apprentices 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. Apprentices 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.



June 14, 2023
Medfield Select Board
459 Main Street
Medfield, MA 02052
c/o Kristine Trierweiler

Dear Medfield Board of Selectmen:

On behalf of our three clients, Medfield Meadows, Medfield Hillside Village, and Medfield Aura, we are requesting your approval of increases to the affordable rents at these properties, in line with their Regulatory Agreements, the HUD-published 2023 income limits, and most current utility allowance schedules.

As you may be aware, for affordable units such as these built under the LIP/LAU programs, rents are established when marketing for the lottery starts, in line with then current HUD income limits and utility allowances. Afterwards, in the Spring of each year when HUD publishes new income limits, we calculate the affordable rents for the properties we work with to reflect the new income limits and utility allowances, and we request approval of the rents from the relevant Municipality.

The specific rents for 2023 for your consideration are as follows:

Medfield Meadows:

1BR	2BR	3BR
\$2,199	\$2,415	\$2,628

Medfield Hillside Village:

1BR	2BR	3BR
\$2,277	\$2,549	\$2,821

Medfield Aura:

1BR	2BR	3BR
\$2,267	\$2,510	\$2,740

Please bear in mind that these rents are maximum amounts and the property always has the discretion to charge less than the maximum amount. Further, rents cannot be changed mid-lease, and tenants must be given a minimum of 30 days advance notice.

Thank you for your consideration.

David Cashman, SEB Housing

Medfield Meadows Affordable Rents	Utility Allowances from Walpole Housing Authority, Low Rise: 3 or 4 Stories [Garden], April 1, 2023			2023 Boston HMFA 80% AMI	
	1BR	2BR	3BR		
				1 person	\$82,950
natural gas heating	\$62	\$84	\$104	2 persons	\$94,800
gas cooking	\$8	\$9	\$11	3 persons	\$106,650
electricity	\$44	\$64	\$73	4 persons	\$118,450
natural gas hot water	\$19	\$22	\$26	5 persons	\$127,950
Natural Gas Customer Charge	\$7	\$7	\$7		
water	\$17	\$36	\$62		
sewer	\$14	\$29	\$50		
total utility allowance (tenant pays ALL utilities)	\$171	\$251	\$333		
	Rents Set at 30% of 80% AMI (for LIP)				
	1BR	2BR	3BR		
2023 Affordable Gross Rents	\$2,370.00	\$2,666.25	\$2,961.25		
2023 Affordable Gross Rents (rounded down)	\$2,370	\$2,666	\$2,961		
utility allowance (all utilities)	\$171	\$251	\$333		
2023 Affordable Net Rent	\$2,199	\$2,415	\$2,628		

Medfield-Hillside Village	2023 HUD Figures, Boston HMFA			
	persons	80% income		
	1	\$82,950		
	2	\$94,800		
	3	\$106,650		
	4	\$118,450		
	5	\$127,950		
Utility Allowances From SMOC Rental Assistance (covering Medfield and surrounding area) Multi-Family, Effective 12/1/2022				
		1BR	2BR	3BR
2023 Gross Affordable Rents		\$2,370.00	\$2,666.25	\$2,961.25
2023 Gross Affordable Rents (Rounded)		\$2,370	\$2,666	\$2,961
gas heating		\$32	\$41	\$50
electric cooking		\$9	\$11	\$13
electricity		\$33	\$41	\$48
natural gas hot water		\$19	\$24	\$29
gas charge		N/A	N/A	N/A
water*		N/A	N/A	N/A
sewer*		N/A	N/A	N/A
refrigerator		N/A	N/A	N/A
parking		N/A	N/A	N/A
total utility allowance		\$93	\$117	\$140
2023 Net Rent		\$2,277	\$2,549	\$2,821

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA SMOC		Unit Type Multi Family					Date (mm/dd/yyyy) 12/1/2022	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	23	32	41	50	63	73	
	Bottled Gas	56	79	102	124	159	181	
	Electric	9	13	17	21	26	30	
	Electric – Heat Pump							
	Fuel Oil	22	31	40	48	61	70	
	Other							
Cooking	Natural Gas	6	7	9	11	14	17	
	Bottled Gas	13	17	23	28	36	40	
	Electric	7	9	11	13	18	20	
	Other							
Other Electric		26	33	41	48	59	67	
Air Conditioning								
Water Heating	Natural Gas	13	19	24	29	37	42	
	Bottled Gas	33	46	60	72	92	106	
	Electric	19	26	34	42	54	62	
	Fuel Oil	22	31	40	48	59	67	
Water								
Sewer								
Trash Collection								
Other – specify								
Range/Microwave		11	11	11	11	11	11	
Refrigerator		13	13	13	13	13	13	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
					Cooking			
					Other Electric			
Unit Address					Air Conditioning			
					Water Heating			
					Water			
					Sewer			
					Trash Collection			
Number of Bedrooms					Other			
					Range/Microwave			
					Refrigerator			
					Total			

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality / PHA Walpole, Massachusetts		Unit Type Low Rise: 3 or 4 Stories [Garden Apartment]					Date (mm/dd/yyyy) 01/12/2023	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	46	62	84	104	126		
	Bottled Gas							
	Electric	44	59	81	99	121		
	Electric - Heat Pump	29	39	53	64	79		
	Fuel Oil	72	96	132	161	197		
Cooking	Natural Gas	6	8	9	11	14		
	Bottled Gas							
	Electric	7	9	12	15	20		
	Other							
Other Electric		38	44	64	73	78		
Air Conditioning								
Water Heating	Natural Gas	14	19	22	26	30		
	Bottled Gas							
	Electric	35	47	59	71	82		
	Fuel Oil	43	56	67	78	90		
Water		9	17	36	62	88		
Sewer		7	14	29	50	70		
Trash Collection								
Natural Gas	Customer Charge	7	7	7	7	7		
Range/Microwave								
Refrigerator		3	3	3	3	3		
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
					Cooking			
Unit Address					Other Electric			
					Air Conditioning			
					Water Heating			
					Water			
Number of Bedrooms					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



80 Cedar Street Suite #2 Canton, MA 02021
 Phone:(800) 879-3117 Office:(781)828-1955 Email: Dispatch@easton-electronics.com

Property	
Name:	Town of Medfield
Address:	112 North Street
City, St.:	Medfield, MA 02052
Name:	Kristine Trierweiler
Phone:	508-906-3011
Email:	ktrierweiler@medfield.net
Property Phone:	508-359-2323

Properties Included in Conversion Agreement:

****All properties will be responsible for their own monitor billing.**

Regular Buildings:

Kingsbury Club Medfield	2 Ice House Road
Goddard School	90 North Meadows Road
Thurston Commons	54 Brook street
Topline Stables, LLC	338 North Street
Clubhouse	1 Gatehouse Drive
Building 1	100 Gatehouse Drive
Building 2	200 Gatehouse Drive
Building 3	300 Gatehouse Drive
Building 4	400 Gatehouse Drive
Maintenance	500 Gatehouse Drive
Basil Restaurant	43 Frairy Street
Strawberry Hill Landscaping	105 Adams Street
Custom Copper and Slate	106 Adams Street
First Parish Unitarian Church	26 North Street
Medfield Crossing Plaza	18 North Meadows Road
United Church of Christ	496 Main Street
Park Street Medical	16 Park Street
Tiden Village Building 1	30 Pound Street
Tiden Village Building 2	30 Pound Street
Tiden Village Building 3	30 Pound Street
Tiden Village Building 4	30 Pound Street
Tiden Village Building 5	30 Pound Street
Tiden Village Building 6	30 Pound Street

Tiden Village Common Building	30 Pound Street
Tiden Village Maintenance Building	30 Pound Street
Avenue Restaurant	445 Main Street
Verizon	26 Pleasant Street
Church of the Advent	28 Pleasant Street
Montrose School	29 North Street
Ace & Acme	113 Adams Street
Calumet Building	67 West Street
Comark	93 West Street
RH Kelleher	120 North Meadows Road
Wilken's Glen Apartments – Building 6-10, Common and Outside Master	1100 Wikens Glen Road
Wilken's Glen Apartments – Building 4	1100 Wikens Glen Road
Wilken's Glen Apartments – Building 5	1100 Wikens Glen Road
Mitchel Building	501-505 Main Street
Noon Hill Grill	530 Main Street
Old Medfield Square	266 Main Street
Shaw's Supermarket	230 Main Street
Apartments	121 North Street
Medfield Condominium Trust	5 North Meadows Road
Professional Building	50 North Street
Medfield Gardens Apartments	89-91 Pleasant Street
Medfield View Apartments	59 Friary Street

Municipal Buildings:

Medfield Council on Aging	1 Icehouse Road
Medfield Town Hall	459 Main Street
PFAFF Center	124 North Street
Dale Street School	45 Adams Street
Medfield Animal Shelter	101 Old Bridge Street
Ralph Wheelock School	17 Elm Street
Medfield High School	88 Rear South Street
Thomas Blake Middle School	24 Pound Street
Medfield Public Safety Building	112 North Street
Medfield Public Library	468 Main Street
Memorial School	59 Adams Street
Transfer Station	135 North Meadows Road
Medfield DPW	55 North Meadows Road
Medfield Waste Water Plant	99 Bridge Street
Medfield WWTP (New Building)	43 Elm Street

*****Conversion Process is done as a courtesy by Easton Electronics Inc for former WARN system customers.**

1. Contract renewal

This contract will automatically renew annually based upon the date of acceptance to contract agreement. Written notice may be provided to cancel this contract within 30 days before the contract renewal date. If notice was provided by the customer after the contract renewal date, the customer will be responsible for the previous 30-day billing cycle. Contract pricing are subjected to change over time.

2. Payment policy

This contract is effective only after first payment of services has been obtained. Payment on all invoices are due Net 30 days from the date of the invoice. Contracted invoices will be auto generated on the same date year after year. Customers with a past due balance over 45 days will be placed on automatic credit hold and all services will be suspended. All service and monitoring accounts will be terminated for a customer who hold a past due balance of 60 days or more. Any remaining portions of the service contract fees will be forfeited. The Fire Department will also be notified of business’s non-compliance to the state of Massachusetts’ Fire Prevention laws. Your signature on this contract indicates that you agree to the payment terms indicated. In the case of past due accounts, your signature further indicates you agree to pay all charges for costs of collection including reasonable legal fees and costs incurred in the collection of this account.

3. Services included

This contract includes the ‘X’ marked items only:

Included (X)	System/Service	Interval/Service
X	Monitoring	Central station monitoring

*Components evaluated include only devices that are incorporated to the fire detection signaling system and/or the fire alarm control panel.

4. Warranty

All products and wiring installed and supplied by Easton Electronics, Inc. are covered by a one-year parts and labor warranty.

Warranty does not include: products damaged by abuse, neglect, Acts-of God (such as but not limited to: lightning, water, & electrical surges), improper system operation, wiring installed by other parties, system modifications, contamination of devices by paint and/or substances that cannot be removed through normal cleaning methods.

5. Termination of Contract

Easton Electronics, Inc. may terminate this contract if:

- a. Payments are not made according to provided ‘payment terms.’
- b. A written notification of termination is provided.

6. Monitoring provisions

Central station monitoring will be provided by a 3rd party company who specializes in monitoring (referred to as “the monitoring company”). Easton Electronics, Inc is registered as an authorized dealer for all customer’s monitoring accounts. Easton Electronics, Inc. is a separate entirety from the provided monitoring company. Easton Electronics, Inc therefore cannot accept responsibility for the actions or performance of the provided monitoring company. The 3rd party monitoring

company will be defined within the monitoring company's agreement that is provided separately from this contract. The monitoring companies' sole responsibility is observing signals for the above listed property and contacting the proper emergency personnel. Servicing and/or testing of the system being monitored by the communicator is not included in the cost of this agreement. Additional service would be invoiced on a time and material basis based on the current service rates. In addition, Easton Electronics will have no responsibility for providing notification to the premise or any other involved. It is the responsibility of the customer to provide and update proper contacts on the monitoring accounts to ensure notifications. Easton Electronics reserves the right to discontinue any monitoring services (as provided by the 3rd party monitoring company) for communicators that are failing to report normal conditions. This may include cases of: customer refusing to repair equipment, failure to pay, phone line disconnections or any reason that may cause risk to Easton Electronics and/or the monitoring company. Easton Electronics shall not be held responsible for any losses incurred by the discontinuation of service(s) for such reasons as indicated above.

7. Acceptance of agreement

This provided contract consists of multiple pages. This agreement must be signed and returned to us in its entirety to be effective. This agreement relates to the property described in the "Property" section only. No other properties are included unless specified otherwise.

Contract Price with Frequency Agreement:

(Any additional contract pricing for inspections or services can be provided upon request.)

PROPERTY ADDRESS	MONITORING – Annual Cost
Municipal Buildings	\$250.00
All other Buildings	\$400.00

Date: _____

Accepted by: _____(signed)

_____ (printed)

Title: _____

For office use only:

Authorized by: _____

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: PLANNING BOARD ON-CALL PEER ENGINEER**

TOWN OF MEDFIELD, MA
AGREEMENT

This Contract is made this 6 day of ^{June 2023} ~~January~~ 2023 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Beals and Thomas, Inc., 144 Turnpike Road, Suite 210, Southborough, MA 01772 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town solicited submission of proposals for Engineering Consulting Services for the Planning Board hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the work required for the Program, and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement together with the Proposal including base fee schedule and required forms (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services.** The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the Proposal, as well as, all services necessary or incidental there to.
3. **Source of Payment; Limitation of Town's Liability.** Consultant acknowledges that the fees for its services are being paid by the project applicants, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds, which it has received from the developer are sufficient to pay for Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional reviews are required, the Consultant will notify the Town and the Town will obtain additional funds from the Developer. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional review. **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** Consultant shall not exceed the amounts specified without prior written

authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. Performance of Work. The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. Receivable: The Consultant shall deliver Letter Report(s) as identified in the Proposal.
6. Contract Term: Initial one year agreement, with the Town retaining the "sole" option for two additional one (1) year renewals.
7. Payment for Services. The Town shall pay for the Program in accordance with the pricing in the Proposal. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
8. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall indemnify and hold harmless the Town, its officers, boards, and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party Consultant or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, but only to the extent caused by any negligence on the part of the Consultant, or any of its agents or employees.
9. Consultant's Standard of Care. The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care ordinarily practiced under similar circumstances by engineers and architects providing similar services. Consultant warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
10. Consultant's Personnel. The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. Liability Insurance Requirements. The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions or acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Two Million Dollars (\$2,000,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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

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

12. Independent Consultant. The Consultant is an independent Consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
16. Termination.
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Consultant's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or

dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Consultant's property.

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Consultant shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

17. Notice. Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Beals and Thomas, Inc., 144 Turnpike Road, Suite 210, Southborough, MA 01772 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Planning Board, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability. If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

19. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in

the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

20. Entire Agreement. This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

Town of Medfield, by its
Select Board:

Consultant:
Beals & Thomas, by:

Stacy H. Minihane, Principal
Name, Title
Stacy H. Minihane

Approved as to form:

Mark G. Cerel, Medfield Town Counsel



Response to Request for Proposals
Consultant Services for the Planning Board
(Technical Proposal)

Medfield, MA



Prepared by:

Beals and Thomas, Inc.
144 Turnpike Road, Suite 210
Southborough, MA 01772
sminihane@bealsandthomas.com
(508)366.0560

Presented to:

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

October 31, 2022





October 31, 2022

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

Via: Hand Delivery

Reference: Response to Request for Proposals
Consultant Services – Technical Proposal
Medfield, Massachusetts
B+T Project No. M6381.01

Dear Ms. Raposa and Members of the Planning Board:

Beals and Thomas, Inc. (B+T) is pleased to provide this response to the Request for Proposals (RFP) for on-call consulting engineering services for the Town of Medfield Planning Board. As the enclosed narrative will demonstrate, we offer extensive experience providing similar services to municipalities and municipal boards. Our technical expertise, multi-disciplinary staff, and commitment to dedicating a senior Professional Engineer to manage these services will provide the Town of Medfield with optimal communication, coordination, and responsiveness.

If selected, we acknowledge that we would be engaged on an as-needed basis to undertake specific projects and supplement or assist with reviews and investigations required/performed by the Town of Medfield Planning Board. We would be available to begin review services immediately upon selection and execution of an agreement with the Town.

Please refer to the Town's Team section of this response for specific information regarding staffing for Medfield services. Our proposed team consists of experienced personnel who have the project management and technical capabilities required to successfully complete the required scope of services. The team will be led by Eric Las, a registered Professional Engineer and Vice President of the firm, who has assisted numerous municipalities with similar services. We maintain a depth of staff that allows us to supplement the required services as may be necessary. We have approximately 40 employees representing staff Professional Engineers, Registered Landscape Architects, Professional Land Surveyors, LEED® Accredited Professionals, SITES® Accredited Professionals, a Licensed Site Professional, Envision Certified Professionals, a Certified Playground Safety Inspector, and Professional Wetland Scientists.

Civil Engineering ▪ Land Surveying ▪ Landscape Architecture ▪ Land Use Permitting ▪ Environmental Planning ▪ Wetland Science

Corporate Office
144 Turnpike Road
Southborough, MA 01772

T 508.366.0560 | www.bealsandthomas.com | F 508.366.4391

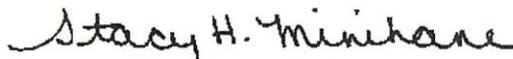
Regional Office
32 Court Street
Plymouth, MA 02360

Ms. Sarah Raposa, AICP
Town Planner
Town of Medfield
October 31, 2022
Page 2

We are available to commence services immediately and look forward to the opportunity to assist the Town of Medfield. If you have any questions, please do not hesitate to contact our office to discuss.

Sincerely,

BEALS AND THOMAS, INC.


Stacy H. Mirihane, PWS
Senior Associate


Eric J. Las, PE, LEED AP
Vice President

ATTESTING TO SIGNATURES:



Daniel G. Blair
Clerk



Enclosures

SHM/djl/ejl/aak/M638101PR001

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APPENDICES

- Appendix A: Resumes
- Appendix B: Required Forms

Executive Summary

For nearly 40 years, Beals and Thomas, Inc. (B+T) has been providing professional services that support the development and conservation of land and water resources throughout New England, with a focus in Massachusetts.

We specialize in civil engineering, land surveying, landscape architecture, land use permitting, environmental planning, and wetland science. The combined perspective of our multidisciplinary team provides the leadership and management necessary to address client and project needs in a comprehensive and responsive manner.

We have provided peer review services for numerous municipalities over the decades, including 15 individual cities and towns within the past 10 years, and we have long-term on-call contracts with five municipalities.

This RFP response details our significant experience with an effective approach to providing peer review services. Included herein is a project scope and approach, details regarding the Town's Team, a summary of our qualifications and relevant experience, references, and evaluation of our RFP response in relation to the evaluation criteria.

Our mission is to advocate and assist in the attainment of our clients' project goals by providing creative and solution-oriented land planning and design services that are balanced with an environmental ethic.

Project Scope

We acknowledge that the requested services are to be provided on an on-call basis, and that there is no specific project for which to prepare a technical plan at this time. For all projects, it is our intention to provide the Town of Medfield with an estimated cost for the services, a project schedule, and to meet with the Planning Board or its representative to confirm the scope, requirements, and schedule.

B+T proposes to approach each service opportunity in accordance with the defined requirements of the Planning Board. We understand that individual development projects may require specific technical expertise to address unique project requirements. We have the resources to assign the appropriate personnel under the direction of the Project Director and Project Manager specified herein to readily address the required services as necessary.

Specifically, we understand that the Planning Board is seeking on call review services as follows:

- Engineering review services of site plan and subdivisions submissions
- Site visits to review current conditions, preliminary layouts, conditions during construction, and conditions at end of project as requested by the Board
- Review Applicant's submittals and plans for conformance to the Town's bylaws and Rules & Regulations requirements relating to utilities, stormwater drainage, fire protection services, traffic studies, landscaping plans, lighting plans and general engineering standards
- Prepare a written report to be submitted to the Planning Board
- Provide special subconsultant services as may be required (note that Beals and Thomas, Inc. is a multidisciplinary firm with expertise in civil engineering, landscape architecture, surveying, LEED® site design, Low Impact Development, planning, permitting, and construction management; we will engage Vanasse & Associates, Inc. as needed to provide traffic review services)
- Present findings at the Planning Board's public hearings
- Attend Planning Board night meetings when applicable
- Review additional submissions by Applicants
- Perform construction review services when applicable
- Complete cost and site reviews required to set and adjust surety amounts

Project Approach

We will work with the Town of Medfield Planning Board by reviewing applications in the context of zoning, subdivision and other applicable local bylaws as requested, as well as generally accepted engineering practice and Best Management Practices (BMPs). We understand that submittals could include those for Subdivision of Land, Site Plan Approval, Special Permit, and/or Comprehensive Permit Applications pursuant to MGL Chapter 40B, for example.

The principal objectives of our land development review services are to ensure that a proposed project:

- Is compatible with existing development patterns and neighboring land use
- Will not overburden the capacity of existing infrastructure and resources
- Is consistent with the community long-range plan for growth and development
- Conforms to zoning and development regulations
- Is in conformance with standard engineering design and permitting practices

These are the objectives that we use as guidelines for the review of development projects.

Our municipal review services focus on assisting local officials, boards, and commissions with understanding a development proposal. Review services are overseen by a Registered Professional Engineer and will involve a Registered Landscape Architect, Professional Land Surveyor, and/or Professional Wetland Specialist as may be dictated by the individual project.

Our review services are completed in an objective and professional manner to assist the Applicant and Town of Medfield Planning Board to develop a project that meets the needs of the community and the project proponent and that can function in a safe and efficient manner. We understand that these services need to be addressed in a timely manner and with a high level of quality control.

Project Timeline

We anticipate that upon execution of an agreement and receipt of complete application documentation associated with a particular project, we would commence review services immediately. In general, review services can be completed within two weeks, with a report submitted to the Board a minimum of one week prior to the associated public hearing.

Week 1	Week 2
Review documentation for completeness	Complete review
Conduct site visit	Issue Summary Report
Meet with Medfield staff to coordinate if needed	
Advance initial document review	

Typical Review Approach

We have prepared a brief description of the elements of the Planning Board review services typically undertaken to address a specific project. Our services will be conducted by the Professional Engineer or by qualified staff under the direct supervision of the Professional Engineer. As dictated by the specifics of the project, a Registered Landscape Architect, Land Surveyor, and Professional Wetland Scientist will also assist with the services. A Staff Engineer is typically utilized to initially review the documentation for completeness. The Professional Engineer and other relevant professionals shall stamp documentation including review letters. As requested, public hearings will be attended by the Professional Engineer and/or other relevant professionals to present the results of the services, and to be available to respond to questions.

Site Visit

Upon authorization to proceed and receipt of the complete application package, we will perform a site reconnaissance to gain familiarity with surrounding land use patterns, proposed site access, and evaluate the conditions with regard to the proposed development. Preferably, the Applicant's consultants will be present during the site visit to be available to respond to initial questions to expedite the review.

Meetings

We will schedule a meeting (at the Medfield Town Hall or virtually) with representatives of the Town of Medfield to identify relevant issues related to the project, if needed. We will review the goals of the project and establish a protocol for communication and the means for obtaining clarification and additional information for the review of the proposed development.

Initial Document Review/Summary Report

We will review the application documents, plans, calculations and supporting information, and prepare a detailed letter to the Town of Medfield Planning Board describing the findings of the review. The letter will be stamped by a Professional Engineer, and other registered professionals as may be necessary. Our letter will include, but not be limited to, a review of the site design and layout, lighting, parking, loading areas, pedestrian and vehicular circulation, ADA accessibility, utilities, landscape design, site access, stormwater management system, erosion and sedimentation control, drainage, and road and intersection design. The review letter is intended to be provided a minimum of one week in advance of the public hearings to assist the Town with an understanding of the project and identified issues.

The review letter provides an opportunity for the Applicant to respond to our comments prior to the public hearing during which the project will be addressed. In our experience this process improves the efficiency of the review.

Meeting and Public Hearing Presentation

If requested, we will attend the public hearing to present the conclusions and recommendations identified during our review. We anticipate attendance by the Professional Engineer, and other registered professionals as may be necessary, to present the engineering evaluation and related commentary, as well as be available to answer questions.

Supplemental Review

We anticipate that we will be required to conduct a review of supplemental documents and plan revisions as a component of the Applicant's response to our initial comments and those presented by municipal agencies. Our initial comments are intended to be comprehensive, and we expect that the Applicant's representatives will provide comprehensive responses and supplemental information if requested. We anticipate closure of our comments subsequent to our review of supplemental material.

Construction Administration Services

We are experienced with the preparation of construction plans and specifications, preparation of bid documents and bidding assistance, including contractor selection. We also provide coordination with consultants and contractors throughout the construction period and provide on-site construction oversight and guidance on behalf of the project owner and municipalities. We have been responsible for projects involving several million dollars of site work, and small-scale projects for individual properties for government, conservation organizations, and commercial clients.

We will provide construction review and administration services for approved subdivisions, approved site plan/special permit projects or municipal projects as required by the Planning Board to ensure compliance with approved plans and decisions, and with the applicable Town of Medfield regulations and bylaws, the Massachusetts Department of Environmental Protection Stormwater Management requirements, generally accepted engineering practices and other applicable state and federal regulations. Our construction review services typically include:

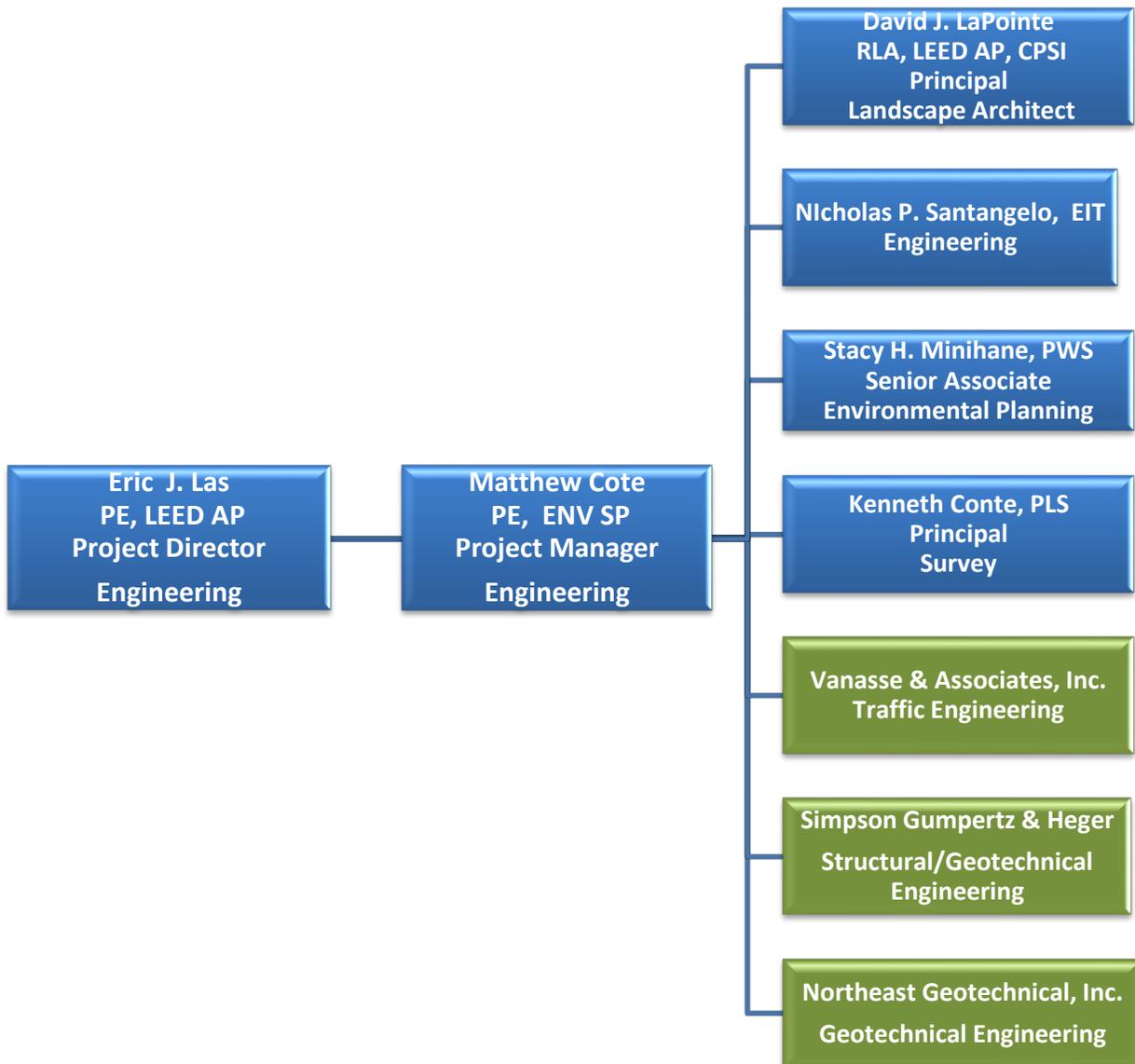
- Coordination of and attendance at pre-construction meetings with the Applicant and/or Planning Board member(s)/representative to inform the Applicant of the Town's expectations and to review the Conditions of Approval
- Review of approved as-built plans and shop drawings for compliance with Town-approved design drawings and technical specifications
- Attendance at site visits with the Planning Board and/or its representatives, and/or attendance at meetings at the request of the Planning Board
- Performance of construction observations as required and provision of reports and documentation regarding construction activities
- Review of estimated construction values for site work, and provision of recommendations regarding the establishment of values for performance bonds and security agreements required by the Town
- Performance of property line survey, topographic survey or other land surveying as needed
- Evaluation of existing wetland resources to note potential construction impacts, and monitoring of mitigation areas

- Evaluation of compliance of constructed project with approved plans and project closeout
- Performance of other professional engineering or inspection services as requested by the Town of Medfield

We understand that these services must be provided in a timely, and oftentimes in an immediate manner, but that quality cannot be sacrificed.

Town's Team

We have assigned a core team of professionals to address the services required by the Town of Medfield. Moreover, we have a depth of staff that allows us to supplement the Town's Team as may be necessary to expeditiously address the requirements of the Town of Medfield.



The staff involved in review of a particular project will be case-specific. For example, a wetland scientist and land surveyor may not be needed in all reviews. However, in general, we anticipate that the following staff allocations will comprise the Town’s Team for Planning Board review projects:

- 10% Eric Las, PE, LEED AP, Project Director/Professional Engineer
- 50% Matthew Cote, PE, Project Manager/Professional Engineer
- 20% Nicholas Santangelo, Staff Engineer
- 10% David LaPointe, RLA, LEED AP, CPSI, Landscape Architect
- 5% Kenneth Conte, PLS, Professional Land Surveyor
- 5% Stacy Minihane, PWS, Professional Wetland Scientist

Traffic, Geotechnical, and Structural Subconsultant(s) to be involved as needed on a project specific basis

Staff Qualifications

The following staff will comprise the “Town’s Team”. Detailed resumes/qualifications for the Town’s Team are provided in Appendix A.



Eric J. Las, PE, LEED AP. Eric will direct our services and serve as a main point of contact for the duration of the contract. Eric is responsible for project direction and management, civil and environmental engineering, and permitting for a range of industrial, commercial, residential, conservation and restoration projects. He has served as the Professional Engineer for review services for several municipalities, including Abington, Plymouth, Quincy and Wrentham, Massachusetts. Eric also serves as a Project Director and Professional Engineer on a variety of design and permitting contracts with various municipalities. Eric has also provided expert testimony in multiple Energy Facilities Siting Board evidentiary hearings, MassDEP adjudicatory hearings, and eminent domain cases on behalf of the MA Office of the Attorney General.

Our team of civil engineers, landscape architects, environmental planning and permitting specialists, wetland scientists, and land surveyors is our greatest strength in the design review process – providing our clients with one source of information and direction throughout the life of a project.



Matthew Cote, PE, ENV SP. Matt will serve as Project Manager and a second point of contact. He is a civil/environmental engineer with significant knowledge of best practices and industry standards as they relate to infrastructure design and rehabilitation, project management, and construction oversight. He is adept at solving complex problems with innovative solutions while maintaining high levels of client service and satisfaction. As a senior civil engineer, Matt is responsible for executing various phases of a project including conceptual planning and design, through construction administration. His responsibilities also include providing peer review services of proposed developments, including the associated stormwater management systems, for various municipalities.

Matt's depth of experience is highlighted by his municipal infrastructure design expertise as well as utility research and design including water distribution, sewage collection, pump station and disposal system design. Additional skill sets include site work specification preparation, earthwork analysis, value engineering, and preparation of construction cost estimates.

Nicholas (Nick) Santangelo, EIT. Nick is involved with numerous aspects of the civil engineering design discipline at B+T. His responsibilities include stormwater management analysis and design, construction cost estimating, site plan development, construction administration, field testing, and peer reviews.



David J. LaPointe, RLA, LEED AP, CPSI. Dave has significant experience spanning an array of project types including office buildings, institutional campuses, industrial facilities, recreational facilities, and residential developments, for which he provides expertise regarding a variety of site design elements such as vehicle and pedestrian circulation, accessibility, materials selection, grading and planting design for conformance with regulations, as well as standard design principles.

Dave's experience also includes numerous park projects, as well as downtown visioning and wayfinding projects. He is the firm's expert with regard to Massachusetts Architectural Access Board and ADA requirements. He has also assisted multiple municipalities with the review of revisions to their Zoning Bylaws and Subdivision Rules and Regulations. Dave is a former member of the Norfolk Planning Board and Norfolk Design Review Board. He has participated in peer reviews of projects in numerous Massachusetts municipalities including the City of Quincy and Towns of Amesbury, Foxborough, Medway, Plymouth, and Wrentham.



Kenneth Conte, PLS. Ken has over 30 years of land surveying experience performing boundary, topographic and construction surveys for public and private sector clients. He serves as Project Director on a wide range of projects of varying type and scale. He provides professional land surveying services for site development plans, subdivision plans, roadway improvement plans, utility infrastructure plans, boundary and retracement surveys, and as-built surveys. He is the discipline leader of the B+T survey department, and frequently provides input with regard to land surveying matters during the course of the firm's peer review services.

Ken is currently the Vice-President of the Massachusetts Association of Land Surveyors and Civil Engineers and he has served as Chairman of the North Providence Municipal Land Trust since 2006. He also served on the Land-Use 2025 Implementation Task Force for Smart-Growth Rhode Island and the Rhode Island Land Trust Council Board of Directors.



Stacy Minihane, PWS. Stacy is a Professional Wetland Scientist with extensive experience in local, state, and federal land use and environmental permitting processes, wetland science and environmental research, and she is adept at the preparation and oversight of complex reports and permitting documentation. She actively reviews and comments on proposed regulatory changes, and has coordinated extensively with various local, state, and federal regulatory agencies about such changes, including involvement in technical advisory committees. She is an experienced facilitator, managing and participating in the collaborative processes for a variety of projects.

Her thorough understanding of the subject matter and dynamics of working with government agencies allows her to help participants and project applicants manage complex technical information while maintaining productive communication throughout the process.

As the leader of B+T's Planning and Environmental Services Discipline, Stacy is responsible for educating colleagues on changes in environmental regulations and for maintaining the discipline's technical knowledge base. Stacy also provides project peer review services for various Conservation Commissions in Massachusetts and is a former member of her community's Conservation Commission. She is engaged in various regulatory and resiliency initiatives, including previously serving on MassDEP's Stormwater Management Updates Technical Advisory Committee on behalf of the Association of Massachusetts Wetland Scientists. Stacy is currently serving as the President of the Association of Massachusetts Wetland Scientists as well as on the board of the Environmental Business Council of New England.

Subconsultants

Traffic Jeffrey Dirk, PE, PTOE (Vanasse & Associates, Inc.). Jeff is a Partner and a Senior Project Manager at Vanasse & Associates, Inc. with over 30 years of experience in the fields of Traffic Engineering, Transportation Planning, and Expert Witness Testimony. He is a Fellow of the Institute of Transportation Engineers (FITE) and is a Registered Professional Engineer (P.E.) in the states of Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Virginia, and has been Certified as a Professional Traffic Operations Engineer (PTOE) by the Transportation Professional Certification Board of the Institute of Transportation Engineers (ITE). His responsibilities include the design and analysis of roadway, intersection, and interchange systems, pedestrian and bicycle facilities, and the preparation and review of traffic impact studies and roadway and intersection design plans and safety assessments for private and municipal clients.

Jeff has a wide range of experience in the fields of Traffic Engineering and Transportation Planning. Traffic impact studies have included performing trip-generation calculations for large- and small-scale developments including mixed-use and transit-oriented projects in urban and suburban settings; traffic modeling and analyses; parking demand calculations; trip distribution and origin-destination studies; the development of Transportation Demand Management (TDM) strategies; traffic calming measures; and project access and off-site improvement strategies. He has extensive experience in the design, analysis and modeling of roadways and signalized and unsignalized intersections, including the design and timing of coordinated traffic signal systems.

Jeff will review transportation and traffic engineering, including traffic analysis and management, components of proposed projects requiring peer review. Specifically, he will be responsible for the review and assessment of traffic circulation, traffic impact studies, parking and transportation infrastructure improvements, particularly where complex sites or projects require his expertise, or where an evaluation of impacts to off-site roadways is desired.

Geotechnical Glenn Olson, PE (Northeast Geotechnical, Inc.) Glenn has been the Principal Engineer for a variety of diversified engineering projects. His experience has led him to effectively interface with owners, architects, engineers, developers, government agencies, and contractors. His particular area of expertise has been to take a project from the design phase through a successful earthwork and foundation construction phase.

Glenn has been responsible for geotechnical engineering associated with building foundations and slabs, ground improvement, slope stability, pavement, earthwork criteria, vibration monitoring, lateral earth support, dewatering, groundwater recharge, and pipeline support. Projects have included numerous low-rise and mid-rise commercial, educational, and industrial buildings as well as public roadway and utility improvements. His responsibilities include design and implementation of exploration programs, data collection and reduction, and report preparation.

Structural/Geotechnical John Thomsen IV, Ph.D., PE and Giuliana Zelada-Tumialan, PE

(Simpson Gumpertz & Heger Inc.) Simpson Gumpertz & Heger (SGH) is a national engineering firm committed to delivering holistic advice for their clients' most complex challenges. They leverage their collective and diverse experience, technical expertise, and industry knowledge of structures and building enclosures, advanced analysis, performance and code consulting, and applied science & research to deliver unrivaled, comprehensive solutions that drive superior performance. With more than 600 employees in eight office locations throughout the United States, SGH's industry-leading teams constantly seek to advance the meaning of what's possible.

John joined SGH in 1999 and has more than twenty years of experience as a structural design engineer encompassing a wide variety of building types, including healthcare, higher education, industrial, and residential buildings.

Giuliana joined Simpson Gumpertz & Heger Inc. (SGH) in 2003. She is experienced in geotechnical and construction engineering, providing planning, design, and construction support services in the areas of shallow and deep foundation systems, earth retention systems, dam seepage and stability issues, ground stabilization, underpinning, groundwater recharge, and permanent and temporary dewatering, for residential, commercial, and industrial buildings, power stations, and substations.

SGH also provides other related services if needed, such as assistance with issues related to water leakage in buildings (roof leaks, exterior wall/window leaks, below grade leaks, etc.). Additionally, SGH also specializes in fire/life-safety, as well as buried utilities.

B+T Support Staff

B+T maintains a depth of staff between our offices in Southborough and Plymouth, MA that allows us to supplement the required services for projects as may be necessary. We have approximately 40 employees including Professional Engineers, Registered Landscape Architects, Professional Land Surveyors, LEED® Accredited Professionals, Licensed Site Professional, Envision Certified Professional, Certified Playground Safety Inspectors and Professional Wetland Scientists.

Qualifications

Firm Overview

For nearly 40 years, Beals and Thomas, Inc. has been providing professional consulting services throughout New England, with a focus in Massachusetts. We are committed to preserving the integrity of the New England landscape through sound environmental design and have established a corporate identity based on a balanced perspective with the planning, development, and conservation of land and water resources.

We currently have long-term on-call peer review and construction monitoring contracts with five municipalities, and routinely provide these services to other municipalities on an as-requested basis, as well. In total, we have provided review services for over thirty municipalities, and hundreds of projects. We consider ourselves a resource for the communities with which we work, and trust that our references will speak highly of our services.

We have extensive experience assisting cities and towns, as well as citizen groups, public agencies, and private development clients, with the services outlined in the Request for Proposals, including but not limited to review and evaluation of development proposals, affordable housing developments, roadway improvement projects, construction administration and revisions to local planning and zoning regulations. We provide services that include the establishment, preparation, design and/or review of:

- Existing site conditions
- Site planning elements
- Stormwater management plans
- Wetland delineation, evaluation of impacts and mitigation
- Roadway design and construction standards
- Parking lot design and site circulation
- Streetscape design
- Landscape architecture
- Construction cost estimates, bond estimates and construction administration services

With respect to our municipal review services, we assist municipal boards and agencies in understanding the relationship of a project to existing development patterns and neighboring land use, the capacity of existing infrastructure and resources, consistency with community plans for growth and development, compliance with zoning and development regulations, and conformance with standard engineering and planning practices.

We are experienced with the design of Low Impact Development (LID) elements, specifically related to stormwater management, and will be available to review and provide recommendations regarding LID design. We have also provided pro-bono presentations to various municipalities regarding LID design. B+T serves as the Private Sector Vice Chair of the 495/MetroWest Partnership Executive Steering Committee, and assisted with the preparation of the Massachusetts Low Impact Development Toolkit. We are also actively involved in

committees established by the Massachusetts Department of Environmental Protection with regard to prior and current revisions to stormwater management regulations, and the use of reclaimed water.

Awards

The Hanover, MA Master Plan, including the Open Space and Recreation Plan that B+T addressed, received the *American Planning Association – Massachusetts Chapter Outstanding Planning Award/Planning Project*.

The Boston Society of Architects Accessible Design Award in the Public Architecture category for the Myra Hiatt Kraft Memorial Footbridge at Elm Park in Worcester, MA.

The *Friend of the New England Environment Award by the Environmental Federation of New England* for our demonstrated environmental sensitivity to land planning and site design, as well as the advances we made in the design of stormwater systems, wastewater recycling and our environmentally centered design efforts.

The MA Low Impact Development Toolkit, which B+T was involved in creating in our capacity as Co-Chair of the 495/MetroWest Corridor Partnership Water Resources Committee, won an *Outstanding Planning Project Award* from the Massachusetts Chapter of the American Planning Association.

The Cambridge Crossing Roadway and Infrastructure Project received a *Gold Award* at the ACEC/MA 2020+2021 Engineering Excellence Awards.

The *EBC Nicholas Humber Environmental – Energy Award for Outstanding Collaboration* in recognition of our team’s efforts to remediate a contaminated boat slip in New Bedford Harbor.

Cronin's Landing, including the riverwalk for which B+T provided various services, was awarded the *Citation for Community Revitalization* by the Boston Society of Architects and the American Institute of Architects New York Housing Design Awards Jury.

Specialized Services

Focused on providing client satisfaction with projects completed on schedule and within budget, our team approach ensures comprehensive management and attention to detail by combining the experience of civil engineers, environmental specialists, landscape architects, and land surveyors. This is the foundation of our success and reputation. The combined perspectives of our multidisciplinary team provide the leadership and management necessary to address client and project needs in a comprehensive and responsive manner. We dedicate the necessary time and staff resources to achieve project deadlines and ensure that our clients are uniquely prepared to respond to a range of issues with timely and cost-effective solutions. Our ability to manage, and experience with large, complex projects includes a sensitivity with which land development goals and objectives are balanced with environmental and regulatory considerations.

B+T excels at integrating the various specialties that our team provides, including engineering, landscape architecture, urban design, stormwater reviews, zoning, as well as those provided by our subconsultants, such as traffic, structural, and geotechnical engineering.

Our notable peer review service expertise is bolstered by our experience on a variety of large and complex projects, most recently Cambridge Crossing and Suffolk Downs Redevelopment, as well as municipally driven projects, such as recent wetlands and zoning regulatory updates for the City of Salem, for example, in addition to our more typical design and permitting projects as well as expert testimony. Our broad experience across a range of project types and for a variety of private, public, and non-profit client sectors gives us a broad perspective that informs our meaningful and effective peer reviews.

Technology

B+T utilizes a comprehensive accounting and project management software, Ajera, to track budgets and schedule workload. Project Managers schedule staff resources for their projects, and maintain and adjust those schedules as projects progress, to meet project milestones while maintaining budgets. Budgets are updated in Ajera on a daily basis, so there is no time lag between effort hours spent and budget tracking. Group Leaders meet twice each week to discuss staff schedules and upcoming deadlines across the company. Additionally, Group Leaders meet with their individual groups on a weekly basis to review project assignments, schedules, and upcoming project milestones and deadlines.

We maintain the current software programs necessary to function effectively, including AutoCAD Civil 3D 2019 and ArcMap 10.8.1. We also employ numerous staff that are experienced with these programs. Additionally, we have significant experience utilizing innovative technologies such as Adobe Photoshop and Google SketchUp to facilitate visualization of a project, whether by depicting three dimensional or photographic proposed conditions, utilizing terrain modeling to compare existing and proposed topographic conditions, or depicting alternative design solutions, including various structure types and placement of structures. Given our knowledgeable staff and up to date software, we are well prepared to provide services to the Town as needed.

Similar Services

We have provided a summary of some of relevant municipal review experience on the following pages:

Wrentham Planning Board (1995 - Present)

B+T has provided consulting services to the Town of Wrentham Planning Board since 1995. We have reviewed over 100 projects, including residential subdivisions, open space subdivisions, a major truck terminal facility, a service station facility, the new Town Hall and Emergency Services Facility, a municipal parking facility, the Wrentham Village Premium Outlets parcels, earth removal operations, a sports facility, and numerous commercial and residential developments. We conduct site visits, attend meetings, review submittal packages, and provide the Wrentham Planning Board with an evaluation of the proposed projects with respect to the municipal Subdivision Rules and Regulations, Site Plan Review requirements, applicable zoning bylaws, and MassDEP Stormwater Management Handbook. We have also assisted the Town of Wrentham with regard to construction issues, construction inspections, the evaluation of appropriate stormwater management methodology, planning initiatives, and the evaluation of proposed revisions to the Subdivision Rules and Regulations and Zoning Bylaws.

Wrentham Zoning Board of Appeals (2004 - Present)

B+T assists the Town of Wrentham Zoning Board of Appeals with services to review Special Permits and Comprehensive Permit Applications. We assisted with the review of the Eaglebrook Village Comprehensive Permit Application, which included 100 residential units comprising a mix of age-restricted townhouses, condominiums, and single-family homes within an Aquifer Protection District. We provided extensive comments and recommendations to address the master planning of adjacent commercial areas, aquifer protection, stormwater management, roadway layout, earthworks, open space and zoning issues, and prepared a detailed analysis of local regulations to evaluate waivers requested by the Applicant. We also assisted the Zoning Board of Appeals with the review services for Comprehensive Permit Applications for the proposed 32-residential unit West Wrentham Village project, the 30-condominium unit Maplewood Village project, and the proposed development of a CVS Pharmacy and redevelopment of King Philip Plaza.

Wrentham Conservation Commission (2007 - Present)

B+T has provided services to assist the Town of Wrentham Conservation Commission with the review of several commercial and residential projects. Based on the requirements of the Conservation Commission, we have reviewed the wetland delineations, stormwater management designs and permit applications. We have provided written reports to summarize the results of our reviews, and attended meetings to present the results of our review.

Plymouth Department of Planning & Development (2006 - Present)

B+T has been retained by the Plymouth Department of Planning and Development to perform peer reviews, oversee the construction administration for commercial and residential developments and perform construction monitoring and reporting. These services include review of development applications, establishing bond estimates and resolving construction issues. We have assisted the Town of Plymouth with the review of development plans and/or construction issues for over 100 projects since being engaged in 2006.

We have also reviewed projects on behalf of both the Planning Board and Conservation Commission; providing comments with regard to stormwater management, wetland resource area delineations, compliance with the Wetlands Protection Act and local bylaw and regulations, pedestrian and vehicular circulation and site design. In addition, we have assisted the Planning Board with the revision to sections of the Subdivision Rules and Regulations and provided a pro-bono review of revised draft local wetlands regulations.

Quincy Planning and Community Development (2008 - Present)

B+T has provided services to assist the City of Quincy Planning Board and the Department of Planning and Community Development with the review of proposed development projects. We assisted with the review of a proposed 96-unit residential apartment development adjacent to Willard Street, the redevelopment of an existing office facility adjacent to the downtown area for affordable housing, the evaluation of a townhouse project, a proposed commercial development, and the reuse of a school property for the Head Start Program. The latter project included significant evaluation with regard to traffic and parking issues. We also provided the City of Quincy with a presentation addressing Low Impact Development design, which was subsequently broadcast on local cable television.

Foxborough Zoning Board of Appeals (2003-2016)

B+T assisted the Town of Foxborough with review services for a five building, 248-unit residential 40B comprehensive permit application known as “Domain Foxborough” off of Fisher Street on behalf of the Zoning Board of Appeals (ZBA). The review identified issues to be addressed regarding emergency egress, landscape buffering and grading, stormwater management, and water distribution. We coordinated with the Town Planner and representatives of the Applicant at a design working session to assist with the resolution of these issues. B+T coordinated an extensive traffic review through a subconsultant and was present at multiple public hearings to present our comments and be available for discussion. B+T provided similar services for the ZBA for other 40B comprehensive permit application reviews including the 12-unit condominium development known as Cocasset Place; the 250-unit apartment development known as The Lodge at Foxborough; and the 20-unit single family dwelling development known as Wyman Village.

North Attleborough Planning Board and Conservation Commission (2010 – Present)

In 2010, B+T was initially awarded a municipal contract to assist the North Attleborough Planning Board, Conservation Commission, and Board of Health with coordinated review services for development projects. Subsequently, we have annually assisted with reviews of a townhouse development, the expansion of a manufacturing facility, the review of various residential subdivisions, a review of a proposed automobile dealership, and the review of a proposed industrial subdivision roadway, among many other projects. We also assisted with the preparation of proposed amendments to the site plan review by-law. Our services include review of the permit application documents, as well as construction administration assistance.

We also served in the capacity of on-call Conservation Agent for the Conservation Commission during a leave of absence of a staff member.

Westwood Planning Board (2002-2012)

B+T performed review services for the Westwood Planning Board in association with a proposed 22-lot residential subdivision development on an approximate 70-acre site in Westwood, Massachusetts. The application for the residential subdivision was filed under Section 16C, Major Residential Development of the Westwood Zoning Bylaw. Section 16C allows for “greater flexibility and creativity in residential development,” while ensuring that certain goals are reached. These goals include the protection of open space, wetlands, and other wildlife habitats; the protection of community character by preserving scenic vistas, historic resources, and street appearance; the use of efficient patterns of construction and maintenance of public facilities and services; the continuation of the social and economic diversity of the community; the allowance of privacy for residents of individual lots; and the avoidance of unnecessary development costs. As required by the Bylaw, the Applicant submitted both a Basic Development Plan and an Alternative Development Plan.

B+T also completed the review of two senior housing projects for the Planning Board for sites adjacent to Route 109 that both have access, drainage, and density issues that affect the neighborhood and aesthetics. One project is 25+ units and the second is 125+ units.

Other Consultant Review Services Contracts

In addition to the above-referenced municipalities, B+T has also provided review and inspection services for the following municipalities:

- Abington
- Acushnet
- Acton
- Amesbury
- Boston
- Carlisle
- Cohasset
- Clinton
- Falmouth
- Framingham
- Gardner
- Gloucester
- Grafton
- Harvard
- Kingston
- Manchester-by-the-Sea
- Marlborough
- Mattapoisett
- Milton
- Millville
- Nantucket
- Norton
- Randolph
- Southborough
- Sudbury
- Topsfield
- Waltham
- Warren
- Wellesley
- West Bridgewater
- West Springfield

References

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North Attleborough, MA 02760
Telephone: (508) 699-0116
Email: ghilario@nattleboro.com

Eric Rumsey
Town Planner & Conservation Agent
Economic Development and Planning
Department
Town of Southbridge
41 Elm Street
Southbridge, MA 01550
(508) 764-5402
erumsey@southbridgemass.org

Project Time-Line and Quality Control

B+T is affirming our capacity to undertake assigned projects in a timely manner and with a high level of quality control. We will coordinate with the Town of Medfield to establish the required timeframe for each project. We are recognized for our efficient and responsive services and are committed to providing the Town of Medfield with these services. The references provided herein will confirm our commitment to timeliness and quality control.

Most importantly, we understand that our role is to address each individual assignment and provide the Town of Medfield with prompt, efficient and quality professional services. We consider ourselves as a consultant who not only responds to each assignment, but who can also serve as a resource to the Town of Medfield, by utilizing our knowledge of classical civil engineering services, as well as our expertise in innovative civil engineering technical practices. Succinctly, we understand that it is our role to earn each assignment by providing consistent superior services.

For peer review services, we typically require two weeks from receipt of complete project application materials to conduct our review and provide our comment letter. Thereafter, we complete reviews of supplemental information/responses to our initial comments based on hearing schedules or as otherwise coordinated with our municipal clients.

For construction observation services, we request 48 hours' notice.

Capacity and Commitment to Complete Services

We are committed to providing the personnel and resources detailed herein and have a scheduling and workload-balancing structure inherent in the firm's operations to ensure this commitment to the project. The management of the overall workload for the company is focused on balancing projects within respective Design Groups. Each significant project within the company is required to prepare a detailed project schedule to identify assignments, deadlines, and personnel assigned to complete the tasks. Overall, the development and management of an extended company schedule is maintained on a weekly basis to efficiently implement projects, identify support that may be required, and to promote the efficient scheduling of internal resources within the firm. In the event that issues arise that would require the services of others within the firm, our full staff is accessible.

Succinctly, all of the Town's Team members detailed herein have capacity within their existing and anticipated workload to accommodate peer review services for Medfield. We have a proven track record of providing peer review services in a timely manner and we trust that our references will confirm our ability to meet deadlines, including expedited reviews.

Evaluation and Selection criteria

CRITERIA	RATING	COMMENTS
1. Related Experience	Highly Advantageous	B+T and the designated Town Team have provided similar review services for well over three (at least 15) Massachusetts municipalities over the past ten years.
1A. Individual Project Manager Staff Experience	Highly Advantageous	Eric Las and Matthew Cote are Professional Engineers and have completed similar review services for at least five Massachusetts municipalities each over the past ten years.
2. References	Highly Advantageous	We trust that the references provided herein will confirm successful project experiences based upon our ability to collaborate and deliver a project on time and within budget.
3. Work Plan	Highly Advantageous	The Work Plan indicates a clear comprehension of the services desired by the Planning Board, and includes a start date, staffing and information relating to subconsultants.
4. Fees	Highly Advantageous	A separate fee proposal providing the requested information has been submitted under separate cover.
5. Staffing	Highly Advantageous	We have assigned a core team of staff experienced with review services to conduct the desired services for the Medfield Planning Board. The team includes professional engineers, a registered landscape architect, a professional land surveyor, a professional wetland scientist, and others as may be necessary.

Appendix A

Resumes



Eric J. Las, PE, LEED AP

Vice President

Eric is responsible for project direction and management, civil and environmental engineering, and permitting for a range of industrial, commercial, residential, conservation and restoration projects. He is particularly experienced with the planning, design and permitting of energy projects involving new generating facilities, maintenance or expansion of existing facilities, transmission and distribution, substations and switchyards, and renewable energy development. He is very knowledgeable of wetland and stream ecology, wetland replication, restoration and enhancement, hydrologic and hydraulic analysis, stormwater management, utility design, earthwork analysis, value engineering, cost estimating, and construction administration. He is also very experienced with municipal review services, public hearing presentations, bond estimates and construction observations.

Eric's expertise with local, state, and federal permitting includes preparation of application packages for Site Plan Review, Notices of Intent, MEPA review, DPU/EFSB review, 401 Water Quality Certifications, Ch. 91 Permits and Licenses, NHESP Conservation and Management Permits, U.S. Fish and Wildlife review, and U.S. Army Corps Permits among others.

Eric has provided expert testimony in multiple EFSB evidentiary hearings, MassDEP adjudicatory hearings, and also eminent domain cases on behalf of the MA Office of the Attorney General.

Eric served on the Board of Directors and as Treasurer for the Massachusetts Congress of Lake and Pond Associations from 2010 to 2016.

Representative Project Experience

ENERGY

Ground-Mounted Solar Energy Projects, Various, MA
Exelon West Medway II, Medway, MA
Pilgrim Nuclear Generating Station, Plymouth
Russell Biomass, Russell, Montgomery, Westfield, MA
ISO New England Headquarters, Holyoke
Eversource, Various Services, Multiple Towns, MA
Eversource Station 126 Expansion, Hopkinton, MA
Eversource Lower SEMA VIM Project, Multiple Towns, MA
NSTAR In-House Permitting Support, Westwood, MA
NSTAR Circuit 303, Mattapoisett, MA
NGRID Former MGP Site Remediation, Amesbury, MA

Professional Licensure

Professional Engineer – MA
LEED Accredited Professional
Approved Soil Evaluator – MA (not active)

Professional Certifications

IDEA Open Water SCUBA Diving
Municipal Vulnerability Preparedness (MVP)
Certified Provider

Professional Affiliations

American Society of Civil Engineers (ASCE)
Massachusetts Congress of Lake and Pond
Associations (MACOLAP)
Association of Massachusetts Wetland
Scientists (AMWS)
North American Lake Management Society
(NALMS)
U. S. Green Building Council (USGBC)

Education

B.S., Civil Engineering,
Worcester Polytechnic Institute, 2001

Years of Experience

Beals and Thomas, Inc.: 21
Total: 22

EXPERT TESTIMONY

Buzzards Bay Marina Corp vs. Commonwealth of Massachusetts, Bourne, MA

Paul R. D'Angelo as Trustee of Three Dee Realty Trust vs. Commonwealth of Massachusetts, Bourne, MA

Bunky's Realty, LLC vs. Northern Construction Service, LLC, Commonwealth of Massachusetts, and Town of Danvers, Danvers, MA
Pilgrim Nuclear Generating Station, Plymouth, MA

Woods Hole Ferry Terminal, Falmouth, MA

Indian Head Campground, Plymouth, MA

ENVIRONMENTAL

Hop Brook Dredging Feasibility Studies, Sudbury, MA

Charles River Wetlands Restoration, Millis

Coolidge Point Stream Restoration, Manchester-by-the-Sea, MA

Wetlands Banking Pilot, Hanson

New Bedford Boat Slip Remediation and Mitigation, New Bedford, MA

Rivers End Salt Marsh Creation, New Bedford, MA

MUNICIPAL

Hingham Harbor Waterfront Resiliency, Hingham

Martin's Lane Seawall, Hingham, MA

Downer Avenue Seawall, Hingham, MA

Municipal Vulnerability Preparedness Designation, Hingham

Municipal Vulnerability Preparedness Designation and Hazard Mitigation Plan Update, Chelmsford

Abington Planning Board Review Services

North Attleborough Planning Board & Conservation Commission Reviews

Plymouth Planning Board & Conservation Commission Review Services

Quincy Dept. of Planning and Community Development Review Services

Wrentham Planning Board & Conservation Commission Review Services

Revere Police Headquarters and East Fire Station, Revere

Springs Brook Park, Bedford

Whitney Wharf Pedestrian Bridge, Hingham

MA DOT Maintenance Facility, Andover

Town Hall Stormwater Retrofit, Blackstone

COMMERCIAL

Bare Cove Marina, Hingham, MA

TRANSFLO Terminal Redevelopment, Westborough

Lawrence General Hospital - Emergency Department Addition, Lawrence

Whitin Mill Redevelopment, Whitinsville

Presentations and Publications

"Culvert or Bridge: Considerations before Choosing a Crossing Method"
York Bridge Concepts, Inc. webinar series presentation. (March 24, 2021)

"Bridging the Gap: Designing Ecologically Sound and Cost Efficient Stream Crossings for Ground-Mounted Solar Projects". ACEC/MA Private Sector Meeting, presented by Eric Las, B+T and Titus Edwards, York Bridge Concepts, Inc. (February 16, 2021)

Las, E. & Schneeweis, M. "Funding Your Dredging Project"
Massachusetts Congress of Lake and Pond Associations, Water Wisdom Newsletter. Winter 2013: 1-3. Print. (January 2013)

Las, E. "Dredging Cost Considerations" Massachusetts Congress of Lake and Pond Associations, Water Wisdom Newsletter. Summer 2012): 1-3. Print. (June 2012)

Las, E. "Dredging Feasibility Studies" Massachusetts Congress of Lake and Pond Associations, Water Wisdom Newsletter. Winter 2012 (January 2012)

Las, E. "Dredging Permit Process" Massachusetts Congress of Lake and Pond Associations, Water Wisdom Newsletter. Summer 2010: 7. Print. (May 2010)

Las, E. "Massachusetts Wetland Banking Pilot" Workshop presentation at the Society of Wetland Scientists New England Chapter Conference. Worcester, MA (November 2006).

Las, E., Minihane, S., & Miley, D., "A Pilot Wetlands Mitigation Bank in the Taunton River Watershed" Association of Massachusetts Wetlands Scientists Newsletter. Vol No 59: 8-9. Print. (October 2006)



Matthew Cote, PE, SITES AP, ENV SP

Senior Civil Engineer

Matthew has significant knowledge of best practices and industry standards as they relate to infrastructure design and rehabilitation, project management, and construction oversight. He is adept at solving complex problems with innovative solutions while maintaining high levels of client service and satisfaction.

As a senior civil engineer, Matthew is responsible for executing all phases of a project including conceptual planning, and design through construction administration. His responsibilities also include providing peer review services of proposed developments, including the associated stormwater management systems, for various municipalities.

Matthew's depth of experience is highlighted by his stormwater design expertise as well as utility research and design including water distribution, sewage collection, pump station and disposal system design. Additional skill sets include site work specification preparation, earthwork analysis, value engineering, preparation of construction cost estimates, and environmental permitting at both local and state levels.

Professional Licensure

Professional Engineer – MA

Envision Sustainability Professional

SITES Accredited Professional

Professional Certifications

OSHA 40-hour Hazardous Waste Operations

Professional Affiliations

Boston Society of Civil Engineers (BSCE)

American Society of Civil Engineers (ASCE)

Education

M.S., Environmental Engineering,
Worcester Polytechnic Institute, 2012

B.S., Civil Engineering,
Pennsylvania State University, 2000

Years of Experience

Beals and Thomas, Inc.: 8

Total: 21

REPRESENTATIVE PROJECT EXPERIENCE

Cambridge Crossing (formerly NorthPoint), Cambridge, Boston, Somerville

Gore Street Sewer Project, Cambridge, Somerville

Cambridge DPW Project 9ab, Cambridge

Jefferson at Malden Center, Malden

Benchmark Assisted Living, Robert Toner Boulevard Review, North Attleborough

21 East Living, 21 East Street, North Attleborough Review

Planned Business Development, Santoro Drive Review, North Attleborough

Lot 1 Santoro Drive NOI and Planning Board Review, North Attleborough

165 John L. Dietsch Square Review, North Attleborough

Corliss Landing Municipal Review, North Attleborough

567 South Street Stormwater Management Municipal Review, Wrentham

Rosegate at Ledgeview 40B Comprehensive Permit Review, Wrentham

Eaglebrook Village 40B Comprehensive Permit Municipal Review, Wrentham

Domain Foxborough 40B Comprehensive Permit Municipal Review, Foxborough

417 Sandwich Street Village Open Space Development Municipal Review, Plymouth

124 Hill Street Municipal Review, Topsfield

Wren Terrace Municipal Review, Quincy

Matthew Cote, PE - Senior Civil Engineer

Bartlett Pond Pasture, Municipal Construction Observations, Plymouth
Aberjona River Daylighting Feasibility Study, Winchester
Ledgerview of Wrentham, Wrentham
Rolling Green, 470 Boston Street, Topsfield
999-1003 Hancock Street, Quincy
1073 Hancock Street – Kendon Hotel, Quincy
143 & 147 Newbury Avenue, Quincy
1545-1563 Hancock Street – Cliveden Place, Quincy
South Transmission Main River Crossing Project, Springfield
Suffolk Downs Redevelopment, Boston / Revere



Nicholas Santangelo, EIT

Engineer-In-Training

Nick is involved with numerous aspects of the civil engineering design discipline at Beals and Thomas, Inc. His responsibilities include stormwater management analysis and design, construction cost estimating, site plan development, peer reviews, construction administration, and field testing.

Representative Project Experience

COMMERCIAL

Care Dimensions Hospice House Development, Lincoln / Waltham

INDUSTRIAL

Exelon West Medway II, Medway

MUNICIPAL PEER REVIEWS

Kelley Boulevard Cumberland Farms, North Attleborough

Seasons Corner Market, North Attleborough

Landers Farm Subdivision, Plymouth

East Washington Street Cumberland Farms, North Attleborough

Industrial Road Redevelopment, Wrentham

Riel Auto Body, North Attleborough

Truax Commercial Building, North Attleborough

Mount Hope Farm Estates, North Attleborough

Greenwich Residences, North Attleborough

Eaglebrook Village, Wrentham

ENERGY

Summit Farm Solar, New Braintree

Hardwick Road Solar, New Braintree

Alternatives Unlimited, Whitinsville

Station 126, Hopkinton

Station 715, Plymouth

Professional Licensure

Engineer-In-Training – MA

Education

B.S. Environmental Engineering,
Worcester Polytechnic Institute, 2017

Years of Experience

Beals and Thomas, Inc.: 5

Total: 5



David J. LaPointe, RLA, LEED AP, CPSI

Principal

Dave is an experienced landscape architect and serves as a project manager for an array of project types, including office buildings, institutional campuses, industrial facilities, recreational areas and residential developments. He provides leadership to the professional staff as they develop site layouts, grading and landscape design for development projects, ensuring that site designs comply with applicable regulatory provisions. Dave also supervises the preparation of permit application documents and provides technical presentations at public hearings.

Dave has developed team-building, leadership, and problem-solving skills through his participation in the MetroWest Leadership Academy, which explores regional issues such as government, economy, education, public safety, diversity, arts, environment, housing and transportation. He is a past member of the Norfolk Planning Board, a current member of the Norfolk Design Review Board, and is thoroughly knowledgeable in municipal permitting processes. Dave is B+T's in-house expert on accessibility requirements, providing guidance to staff and keeping apprised of changes to ADA and MAAB regulations.

REPRESENTATIVE PROJECT EXPERIENCE

RECREATIONAL

Beech Tree Park at Village Hill Northampton, Northampton
Elm Park, Worcester
University Park, Worcester
Grant Square, Worcester
Betty Price Playground, Worcester
Canterbury Street School Playground, Worcester
Shore Park, Worcester
Indian Lake Parks Master Plan, Worcester
Hadwen Park, Worcester
Farber Field, Worcester
Goodwill Park, Holliston
Patoma Park, Holliston
Nathaniel Thayer Memorial Park, Lancaster
James Edgar Playground, Brockton
Mulberry Street Playground, Brockton
Keith Park, Brockton
Gilbert Walker Playground, Brockton
O'Donnell Playground, Brockton
Sailing Camp Park Trails, Oak Bluffs
South West Corridor Park, Jamaica Plain
Pedestrian Entry to Veterans Park, Plymouth
Charles River Reservation/Barnes Pathway, Needham
Leo J. Martin Golf Course Driving Range, Weston
Streetscape Design, North Attleborough

Professional Licensure

Registered Landscape Architect –
MA, RI, CT, NH, ME, VT

LEED Accredited Professional

Certified with the Council of Landscape
Architectural Registration Boards

Certified Playground Safety Inspector

Professional Affiliations

American Society of Landscape Architects
(ASLA)

Boston Society of Landscape Architects (BSLA)

Leadership MetroWest
Leadership Academy

Norfolk Design Review Board

Education

B.S., Landscape Architecture,
University of Massachusetts, 1991

Years of Experience

Beals and Thomas, Inc.: 25

Total: 25

David J. LaPointe, RLA - Principal

Vision Plan, Norfolk
Mountain Park, Holyoke
Graverson Playground, Waltham
Cronin's Landing Riverwalk, Waltham
EMC Park, Hopkinton

INSTITUTIONAL

The Home for Little Wanderers Longview Farm, Walpole
The Home for Little Wanderers Knight Children's Center, Jamaica Plain
Fay School, Southborough
Dexter School, Brookline
Bentley College, Waltham
Rising Tide Charter Public School, Plymouth
Beaumont Rehabilitation and Skilled Nursing Center, Worcester
Emerson Hospital, Concord
West Acres Rehabilitation and Nursing Center, Brockton
Lawrence General Hospital, Lawrence
Carmelite Sisters Monastery, Danvers
Chinese Gospel Church, Southborough

MIXED-USE

Village Hill Northampton, Northampton

COMMERCIAL

Andover Companies Wellness Center, Andover
New England Business Center Amenities Building, Andover
An Unlikely Story Bookstore, Plainville
The MITRE Corporation, Bedford
Dedham Plaza, Dedham
Waverly Oaks Office Park, Waltham
Carousel Office Center, Framingham
ISO New England, Holyoke
ASTRA Pharmaceuticals, Westborough

RESIDENTIAL

Greenwood Street Residences, Newton
Granite Street Apartments, Worcester
Ames Shovel Works Apartments, Easton
Cutler Heights Housing, Holliston
South End Tenants Housing I (SETH I), Boston

GOVERNMENTAL

Non-Motorized Transportation and Signage Plan, Plymouth
Obery Street Streetscape Improvements Evaluation, Plymouth
Main Street Streetscape, Southborough
Springfield Hall of Justice, Springfield
Peer Review for Waverly Oaks Development, Plymouth
East Brookfield District Court, East Brookfield
Municipal Review Services, Various, MA

David J. LaPointe, RLA - Principal

ENERGY / INDUSTRIAL

Tracer Lane Solar Project, Lexington

Country Gardens Solar, Rowley

Newburyport Turnpike Solar, Rowley

UMASS Solar Canopies, Amherst / Hadley

GAF Materials, Millis

PRESENTATIONS AND PUBLICATIONS

LaPointe, D., Antonelli, R. "Feasibility Studies" Presentation at the Massachusetts Recreation and Parks 2021 Annual Conference. Virtual (March 17, 2021).

LaPointe, D., Uhlig, R. "Innovation through Green infrastructure" Presentation to the ACEC/MA Private Sector Committee. Virtual (December 16, 2020).

LaPointe, D. "Bridging the Centuries" Landscape Architect and Specifier News. Tustin, California (March 2020).

LaPointe, D., Weidknecht, R. "It Takes a Team" Boston Society of Landscape Architects Fieldbook. Boston, Massachusetts (June 2016).

LaPointe, D., Cohen, J., Cohen, J., Hall, M. "Industrial Strength: A Miraculous Transformation at Ames Shovel Works" Presentation at the Southern New England American Planning Association 2015 Annual Conference. Hartford, CT (September 24, 2015).

LaPointe, D. "The Home for Little Wanderers: Making Some Progressive Moves," High Profile Monthly. Pembroke, Massachusetts (September 2011).



Kenneth Conte, PLS

Principal

Ken has over 30 years of land surveying experience performing boundary, topographic and construction surveys for public and private sector clients. He serves as Project Director on a wide range of projects of varying type and scale. He provides professional land surveying services for site development plans, subdivision plans, roadway improvement plans, utility infrastructure plans, boundary and retracement surveys, and as-built surveys. He has recently been managing some of the firm's largest survey projects and is the discipline leader of the survey department at Beals and Thomas, Inc.

Ken is currently the Vice-President of the Massachusetts Association of Land Surveyors and Civil Engineers, and he has served as Chairman of the North Providence Municipal Land Trust since 2006. He also served on the Land-Use 2025 Implementation Task Force for Smart-Growth Rhode Island and the Rhode Island Land Trust Council Board of Directors.

REPRESENTATIVE PROJECT EXPERIENCE

RECREATIONAL

Cornelia Warren Park, Waltham, MA
Mulberry Street Playground, Brockton, MA
O'Donnell Playground, Brockton, MA
Charles River Reservation Pathway, Needham, MA
Leo J. Martin Golf Course, Weston, MA
Holliston Recreation Area, Holliston
Lincoln Municipal Parks, Lincoln, RI
Wide World of Indoor Sports, North Smithfield, RI

INDUSTRIAL / UTILITIES

Charlotte Furnace Solar, Wareham
Cedar Hill Industrial Center, Marlborough
Major Utility Company, Various Sites, MA & RI

COMMERCIAL

ADM Tihonet Mixed Use Development, Wareham / Carver / Plymouth
Lantheus Medical Imaging, Billerica
Shattuck Office Park, Andover
aloft and element Hotels, Lexington
Raynham Woods Commerce Center, Raynham
Dell EMC Corporate Campus Development, Hopkinton
Dell EMC Corporate Campus Development, Southborough / Westborough
Westborough Office Park, Westborough
Rosebrook Place, Wareham

Professional Licensure

Professional Land Surveyor – MA, RI, CT
Engineer-in-Training – MA

Professional Affiliations

North Providence (RI) Municipal Land Trust,
Chairman
Land-Use 2025 Implementation Task Force
for Smart-Growth Rhode Island
Rhode Island Land Trust Council
Board of Directors (2007-2008)
American Congress on Surveying and Mapping
(ACSM)
Graphic Information Technology Association
MA Association of Land Surveyors & Civil
Engineers (MALSCE)
Vice-President (2021-2023)
MALSCE Proprietors' Council
RI Society of Professional Land Surveyors

Education

B.S., Civil Engineering,
Roger Williams University, 2000

Years of Experience

Beals and Thomas, Inc.: 36
Total: 36

Kenneth Conte, PLS - Principal

INSTITUTIONAL

The Home for Little Wanderers Knight Children's Center, Jamaica Plain
The Home for Little Wanderers Baird Center, Plymouth
The Home for Little Wanderers Longview Farm, Walpole
Fay School, Southborough
Plymouth North High School, Plymouth
Bentley College, Waltham
Dexter School, Brookline
New Jewish High School, Waltham

RESIDENTIAL

Patriot Pines Subdivision, Carver
Village Hill Northampton, Northampton
Jefferson at Chelsea Station, Chelsea
Ames Shovel Works Apartments, Easton
Alta at the Estate, Watertown
Deer Creek, Holliston
Redbrook, Plymouth

PRESENTATIONS AND PUBLICATIONS

MALSCE Annual Convention 2020: Moderated roundtable discussion on future technologies in land survey. (March 2020)



Stacy H. Minihane, PWS

Senior Associate

Stacy has extensive experience with local, state, and federal land use and environmental permitting processes, wetland science and environmental research, and she is adept at the preparation and oversight of complex reports and permitting documentation. She actively reviews and comments on proposed regulatory changes, and has coordinated extensively with various local, state, and federal regulatory agencies about such changes, including involvement in technical advisory committees. She is an experienced facilitator, managing and participating in the collaborative processes for a variety of projects. Her thorough understanding of the subject matter and dynamics of working with government agencies allows her to help participants and project applicants manage complex technical information while maintaining productive communication throughout the process.

As the leader of B+T's Planning and Environmental Services Discipline, Stacy is responsible for educating colleagues on changes in environmental regulations and for maintaining the discipline's technical knowledge base.

Stacy also provides project peer review services for various Conservation Commissions in Massachusetts and is a former member of her community's Conservation Commission and is engaged with her community's Open Space and Recreation Plan. She is engaged in various regulatory and resiliency initiatives, including acting as a stakeholder for Boston's new wetlands ordinance and regulations, previously serving on MassDEP's Stormwater Management Updates Technical Advisory Committee, and reviewing MassDEP's Inland Replication Guidance document 2022 update, on behalf of the Association of Massachusetts Wetland Scientists.

REPRESENTATIVE PROJECT EXPERIENCE

GOVERNMENTAL

Open Space & Recreation Plans in Cohasset, Bourne, Hanover
Wetlands Protection Update, Salem
Flood Overlay District Zoning Update, Salem
Revere Safety Complex, Revere

ENVIRONMENTAL / NATURAL RESOURCES

Rivers End Salt Marsh Creation, New Bedford
World's End Reservation, Hingham
Hale Reservation Natural Resources Inventory, Westwood, Dover
Tidal Shoreline Stabilization, Quincy
Contaminated Boat Slip and Landside Remediation and Mitigation, New Bedford

Professional Licensure

Professional Wetland Scientist

Professional Affiliations

Association of Massachusetts
Wetland Scientists (AMWS), President
Society of Wetland Scientists (SWS)
Society of Wetland Scientists New England
Chapter
Environmental Business Council (EBC) Board of
Directors and Ocean and Coastal Resources
Committee
EBC Diversity, Equity, and Inclusion Committee
Society for Ecological Restoration New England
Chapter
Soil and Water Conservation Society
Massachusetts Association of Consulting
Planners (MACP)
Massachusetts Association of Conservation
Commissions, Nominating Committee
NAIOP
Municipal Vulnerability Preparedness (MVP)
Certified Provider

Professional Certifications

Municipal Vulnerability Preparedness (MVP)
Certified Provider

Education

B.A., Biology and Environmental Studies,
Bowdoin College, 2003

Years of Experience

Beals and Thomas, Inc.: 19
Total: 19

Stacy H. Minihane, PWS - Senior Associate

Wight Pond Management and Residential Development, Dedham
Riverfront Area and Floodplain Restoration, Attleboro
Coastal Dune Restoration, Bourne

RESILIENCY

Municipal Vulnerability Preparedness Designation, Southbridge

MIXED-USE

Suffolk Downs Redevelopment, Boston and Revere
ADM Tihonet Mixed Use Development, Wareham / Carver / Plymouth
Redbrook, Plymouth
Cambridge Crossing (formerly NorthPoint), Cambridge / Boston /
Somerville
Whitin Mill Redevelopment, Whitinsville

EXPERT TESTIMONY

326 Commercial Street, Malden
Fairland Farm Solar, Norton

RESIDENTIAL

Shovel Shop Square, Easton
Jefferson at Basilica Court, Boston
Jefferson at Oak Grove, Melrose
The Glen, Scituate
Caswell Lane, Plymouth

RECREATIONAL

Tihonet Boat Launch Improvements, Wareham
Elm Park Improvements, Worcester
University Park Improvements, Worcester
Concord Country Club Golf Course Restoration and Pond Dredging,
Concord
Camp Harbor View, Boston
Camp Pembroke Improvements and Yurt Village, Pembroke
Town Park at Tihonet Road, Wareham
Fuller Trail Boardwalk and Charles River Trail Bridge Replacement,
Needham
Hartwell Forest Boardwalk Trail, Bedford
Dover Recreational Path, Dover
Olmsted Asian Garden at Elm Bank, Dover

ENERGY / UTILITIES

Bird Machine Company Site Remediation, Walpole
Russell Biomass, Russell, Montgomery, Westfield
Pilgrim Nuclear Power Station, Plymouth
Rosebrook Solar, Wareham
Tihonet West Solar, Wareham
Tihonet East Solar, Wareham
Charlotte Furnace Solar, Wareham
Federal Road East Solar, Carver
Federal Road West Solar, Carver
Marathon Solar, Hopkinton
Hopkinton MA 1, LLC. Solar, Hopkinton
Tracer Lane Solar Project, Lexington
Elm Street Solar, East Bridgewater
Utility Transmission Structure Maintenance/Replacement, Framingham, Natick, Sherborn
Utility Pole Replacement, Marshfield
Right-of-Way Access Road Regulatory Compliance Review, Mattapoissett
Trapelo Road Substation Expansion, Waltham
In-House Permitting for Utility Company (confidential), Various, MA

TRANSPORTATION

Shurtleff Brook Bridge Replacement, Southwick
Hastings Road Bridge Remediation, Spencer
Bog Road Reconstruction, Barnstable

COMMUNICATIONS

AM Radio Tower, New Bedford

ENTERTAINMENT

Mohegan Sun Massachusetts, Palmer

MUNICIPAL PEER REVIEWS

Conservation/Natural Resources Commission Peer Reviews in Cohasset, Harvard, Kingston, North Attleborough, Plymouth, Topsfield, Walpole, Wellesley, Wrentham
Zoning Board of Appeals Chapter 40B Affordable Housing Peer Reviews in Foxborough, Manchester-by-the-Sea and Sturbridge
Marion Village Estates Peer Review, Marion

GENERAL SERVICES

Permitting Analyses, Various, MA
Environmental Site Assessments, Various, MA

PRESENTATIONS AND PUBLICATIONS

“Soil Carbon Sequestration in the Massachusetts Regulatory Framework” Soil and Water Conservation Society Southern New England Chapter Winter Conference (March 25, 2022).

Co-Chair of the Environmental Business Council “2nd Annual Regional Agency Update – Protecting Coastal Resources and Structures” Program (February 3, 2022).

Moderator of the ACEC/MA Private Sector Committee Meeting on the Boston Wetlands Ordinance (January 20, 2022).

Co-Chair of the Environmental Business Council “Protecting Coastal Structures, Part 2: Putting Law and Science into Practice” Program (February 24, 2021).

Co-Chair and Moderator of the Environmental Business Council “Protecting Coastal Resources and Structures, Part 1: The Intersection of Nature, Science and Policy” Program (January 27, 2021).

Moderator of the Association of Massachusetts Wetland Scientists Annual Meeting “Wetland Science in a Changing World: Addressing Climate Resiliency in a Regulatory Context” (December 4, 2020).

Co-Instructor of the Association of Massachusetts Wetland Scientists “Challenging Wetland Delineations Workshop – Coastal” at MassAudubon’s Long Pasture Wildlife Sanctuary and Sandy Neck in Barnstable, MA (September 18, 2020).

Chair of the Environmental Business Council “Municipal Vulnerability Assessments for Coastal Communities” Program (October 29, 2019).

Panelist/Speaker at the Environmental Business Council “Wetlands Protection Act for the Ascending Professional – An Advanced Introduction” (October 17, 2018).

Co-Chair of the Environmental Business Council “Living Shorelines” Program (October 11, 2018).

Co-Chair of the Environmental Business Council “Climate Change Program Series Part Seven: Vulnerability and Adaptation for Habitat and Natural Resources” Program (March 15, 2018).

Chair of the Environmental Business Council “EBC South Coast Program with MassDEP and CZM: The New Coastal Manual” Program (October 18, 2017).

“Northern Long-Eared Bat (NLEB)” ACEC/MA Member Briefing, (January 11, 2017)

Chair of the Environmental Business Council “Living Shorelines” Program (July 22, 2016).

Mullaney, B. & Minihane, S. “Off-Site Wetland Delineation and Trespass Considerations” Association of Massachusetts Wetland Scientists Newsletter. Vol No 98 (July 2016): 6-7.

Panelist for the Environmental Business Council Evening Program “Colonel Barron – New England District Commander U.S. Army Corps of Engineers” (May 18, 2016).

Panelist for the Worcester Business Journal 2015 Massachusetts Energy Summit session “Is Solar right for your business? Developing the right strategy for your organization” (October 21, 2015).

Panel Moderator for the Environmental Business Council “9th Annual Ocean Resource Management Conference: Update on Dredging in New England” (October 9, 2015).

Stacy H. Minihane, PWS - Senior Associate

“Addressing Climate Change: Construction of a Marine Commerce Terminal and Associated Mitigation to Foster Offshore Wind Projects” Society of Wetland Scientists Annual Meeting, Providence, Rhode Island, (June 4, 2015).

Minihane, S. “Design of a Pilot Wetlands Mitigation Bank in Massachusetts” Poster Presentation at the International Society of Wetland Scientists 2010 Annual Meeting. Salt Lake City, Utah (June 27-July 2, 2010).

Las, E., Minihane, S., & Miley, D., “A Pilot Wetlands Mitigation Bank in the Taunton River Watershed” Association of Massachusetts Wetlands Scientists Newsletter. Vol No 59 (October 2006): 8-9. Print.

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Weber, C., Barron, S., Marino, R., Howarth, R., Tomasky, G., & Davidson, E. “Nutrient Limitation of Phytoplankton Growth in Vineyard Sound and Oyster Pond, Falmouth, Massachusetts” Biological Bulletin. Vol No 203 (October 2002): 261-263. Print

Barron, S. “Effects of Varying Salinity on Phytoplankton Growth in a Low-Salinity Coastal Pond Under Two Nutrient Conditions” Presentation at Scientific Symposium. Woods Hole, Massachusetts (2002)

Barron, S. “Phycotoxin accumulation in zooplankton feeding on *Alexandrium fundyense* – vector or sink?” Poster Presentation at Bowdoin College. New Brunswick, Maine (2000-2001)

Jeffrey S. Dirk, P.E., PTOE, FITE – Managing Partner
Traffic Engineer and Transportation Planner

Education:

University of Massachusetts, Amherst, B.S.C.E. with honors, 1991

Professional Registrations:

Registered Professional Engineer: CT #21868, MA #38871, ME #9163, NH #9822, RI #7112 and VA #39890

Professional Certifications:

Professional Traffic Operations Engineer (PTOE) #993
National Council of Examiners for Engineering and Surveying (NCEES) Record Holder
International Registry of Professional Engineers by the United States Council for International Engineering Practice (USCIEP)



SUMMARY OF EXPERIENCE

Mr. Dirk is a Partner and a Senior Project Manager at Vanasse & Associates, Inc. with over 30-years of experience in the fields of Traffic Engineering, Transportation Planning, and Expert Witness Testimony. He is a Fellow of the Institute of Transportation Engineers (FITE) and is a Registered Professional Engineer (P.E.) in the States of Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Virginia, and has been Certified as a Professional Traffic Operations Engineer (PTOE) by the Transportation Professional Certification Board, an affiliate of the Institute of Transportation Engineers (ITE). His responsibilities include the design and analysis of roadway, intersection, and interchange systems, and pedestrian and bicycle facilities, and the preparation and review of traffic impact studies, roadway and intersection design plans, and safety assessments for private and municipal clients.

Mr. Dirk has a wide range of experience in the fields of Traffic Engineering and Transportation Planning. Traffic impact studies have included performing trip-generation calculations for large and small scale developments including mixed-use and transit-oriented projects in urban and suburban settings; traffic modeling and analyses; parking demand calculations; trip distribution and origin-destination studies; the development of Transportation Demand Management (TDM) strategies; traffic and parking management plans for sporting and event facilities; traffic calming measures; and project access and off-site improvement strategies. He has extensive experience in the design, analysis and modeling of roadways, and signalized and unsignalized intersections, including the design and timing of coordinated traffic signal systems.

Mr. Dirk has prepared detailed design specifications, contract documents, and plans for roadways, intersections, traffic signals, and pedestrian and bicycle facilities for State and municipal clients including the Massachusetts Department of Transportation (MassDOT) and the Departments of Transportation in California (CALTRANS), Maine, New Hampshire, and Rhode Island. Mr. Dirk has also been qualified as an Expert Witness in the fields of Traffic Engineering, Transportation Planning, and Roadway/Intersection Safety in the States of Connecticut, Massachusetts, New Hampshire, and Rhode Island, and has represented private and municipal clients in testimony and presentations before local, State and federal agencies, municipal officials, and courts of law. He has also been approved by the Massachusetts Gaming Commission to provide Traffic Engineering Services to gaming establishments and impacted communities in Massachusetts.

EXPERIENCE

Mr. Dirk's experience in the Traffic Engineering and Transportation Planning fields include the following:

Peer Review Services – Mr. Dirk has assisted numerous municipalities including, but not limited to, the following Towns of Billerica, Chelmsford, Foxborough, Gloucester, Groton, Halifax, Hingham, Milton, North Attleborough, Norwell, Pembroke, Plainville, Plymouth, Salisbury, Sandwich, Scituate, Sharon, West Bridgewater, and Wrentham, Massachusetts; the Cities of Amesbury, Boston, Framingham, Newton, Quincy, Revere, and Waltham, Massachusetts; and the Towns of Greenland, Hampton, and Plaistow, New Hampshire; in the review of traffic impact studies, parking assessments, and transportation infrastructure improvements.

Traffic Signal Design - Supervised, designed, and managed the preparation of traffic signal layout, timing and coordination plans, and specifications and estimates for traffic signal installations on Route 20 in Millbury, Auburn, and Worcester, Massachusetts; Route 12 in Auburn, Massachusetts; Route 28 in Brockton, Massachusetts; Commonwealth Avenue in Newton, Massachusetts; Hamilton Street and Washington Street in Leominster, Massachusetts; Route 1 in Attleboro, Massachusetts; Route 126 in Ashland, Massachusetts; and Quinsigamond Avenue, Southbridge Street, Main Street, and Pleasant Street in Worcester, Massachusetts.



Pedestrian and Bicycle Facilities – Managed the planning, design and route selection for pedestrian and bicycle facilities, golf cart crossings and trail networks for municipalities and private developers in Massachusetts and New Hampshire, including the design and installation of pedestrian hybrid beacons (HAWK signals). Developed warrants for, evaluated, and designed locations for the installation of audible pedestrian devices as aids to the visually impaired at signalized intersections.

Traffic Impact Studies – Managed and prepared traffic impact studies for small and large developments in urban and suburban environments including institutional and community transportation master plans. Recently completed and on-going projects include the following:

Encore Everett Resort, Everett, Massachusetts – Redevelopment of a former chemical manufacturing facility and brownfields site located on the Mystic River in Everett, Massachusetts, to accommodate the Encore Everett Resort, a luxury resort that will include a hotel with 629 rooms, a gaming area, retail space, food and beverage outlets, convention and meeting space, a spa and gym, and other complementary amenities. In addition, the resort includes extensive landscape and open space amenities including a public gathering area with an outdoor park-like open space, a pavilion, waterfront features, a public harborwalk, and water transportation docking facilities. Central to the planning of the project was the development of a comprehensive, multi-modal approach to integrate the project into existing and expanded transportation services, including roadway, intersection, and traffic control improvements; bus, subway, commuter rail, and water shuttle access and capacity enhancements; pedestrian and bicycle facility improvements; and traffic and parking demand management strategies, including the development of a transportation monitoring program to measure and mitigate the actual traffic and parking demands of the resort.

Patriot Place, Foxborough, Massachusetts - Approximately 1.3 million sf of commercial, recreational, office and medical office space, including the first Bass Pro-Shops outdoor retail store in the northeast, located adjacent to Gillette Stadium, home to the New England Patriots football team, the New England Revolution soccer team and concert and entertainment venue. This project entailed multiple challenges unique to the creation of a vibrant commercial facility proximate to a 68,000-seat stadium surrounded by over 14,000 parking spaces and bounded by a four-lane state highway, an active rail line and seasonal commuter rail station, and wetland areas.

The Hub at Causeway, Boston, Massachusetts - Planning and design of a mixed-use, transit-oriented development on the site of the former Boston Garden located at 80 Causeway Street in Boston, Massachusetts, to consist of a hotel, flex office space; retail/restaurant space, including a neighborhood grocery store; expansion of the TD Garden to accommodate expanded concession and elevator lobbies; and Champions Row, a new entrance to the North Station commuter rail station. In addition, the existing headhouse to the MBTA Orange Line and Green Line portion of North Station was integrated into the development. Central to the planning of the project was integrating the development into northern hub of the commuter rail system at North Station, which serves approximately 10,000 transit riders during peak commuter periods and includes one of the busiest Hubway bicycle sharing stations in Boston, as well as sporting events, concerts and entertainment at the TD Garden. Transportation planning for the development included pedestrian and bicycle connections, parking management and accommodations for service and loading.

Waterfront Square at Revere Beach, Revere, Massachusetts – Transforming existing Massachusetts Bay Transportation Authority (MBTA) commuter parking facilities serving Wonderland Station on the MBTA's Blue Line subway system, Revere Beach and the Wonderland dog track into a mixed-use, transit-oriented development consisting of a 902-unit residential community; 28,500 sf of retail space; 145,350 sf of office space; a 100-room hotel; and on-site structured parking for approximately 1,087 vehicles; to be situated on an 8.77± acre parcel of land located adjacent to Wonderland Station in Revere, Massachusetts. The project also featured the construction of two parking garages to serve Wonderland station and the reconfiguration and improvement of the busway and pedestrian and bicycle connections to and within the Station. Key to project development included integrating the development into available public transportation options and pedestrian and bicycle amenities through physical connections and inducements by way of an effective TDM program for residents, employees, and hotel guests to reflect the transit-oriented nature of the project.

The Pinehills, Plymouth, Massachusetts – An approximate 3,000-acre planned use development (PUD) consisting of 1,897 limited occupancy homes; 920 planned retirement homes; four 18-hole golf courses; and 1.3 million sf of commercial retail/office space. Major goals of the project included the development of a transportation system that would adequately serve the needs of the community while balancing the desire of the developer and the Town to maintain the rural character of the existing roadways, the project site and adjacent properties.

Affiliations:

Institute of Transportation Engineers
Past President, New England Section
Member, Traffic Engineering Council
Boston Society of Civil Engineers
National Society of Professional Engineers

Massachusetts Society of Professional Engineers
Member, Ethics & Registration and Certification
Committee
University of Massachusetts, Amherst
Member, Advisory Council, Department of Civil and
Environmental Engineering





Glenn A. Olson, P.E.

Principal Geotechnical Engineer

Mr. Olson has been the Principal Engineer for a variety of diversified engineering projects. His experience has led him to effectively interface with owners, architects, engineers, developers, government agencies, and contractors. His particular area of expertise has been to take a project from the design phase through a successful earthwork and foundation construction phase.

Mr. Olson has been responsible for geotechnical engineering associated with building foundations & slabs, ground improvement, slope stability, pavement, earthwork criteria, vibration monitoring, lateral earth support, dewatering, groundwater recharge, and pipeline support. Projects have included numerous low-rise and mid-rise commercial, educational and industrial buildings as well as public roadway and utility improvements. Responsibilities included: design and implementation of exploration programs, data collection and reduction, and report preparation. On several projects, Mr. Olson has followed up the engineering recommendations with supervision of staff who conduct full-time field observation during the construction phases of the project.

EDUCATION

M.S. Civil Engineering (Geotechnical), Northeastern University, 1992

B.S. Civil Engineering, University of Maine at Orono, 1984

REPRESENTATIVE EXPERIENCE

- **Transflo Westborough Redevelopment Project – Westborough, Massachusetts** – Project involves redevelopment of a 22-acre former rail yard by adding new rail spurs, two buildings, light towers and repaving. The historically filled site is located in an area known as the Great Cedar Swamp. Site design requires two to six foot raises in grade which in some areas will be placed over compressible organics. Mr. Olson performed settlement predictions resulting from the site grading. The project team and owner indicated certain post-construction settlement was tolerable within rail spur and pavement areas. Soil improvement techniques and pile foundations are currently being considered for the buildings and light towers. In a $\frac{3}{4}$ -acre non-building area, Mr. Olson designed a surcharge program including wick drains to expedite the predicted settlement so that post construction settlements would be tolerable.
- **North Quincy High School's Athletic Field Improvements - Quincy, Massachusetts** – Proposed improvements include a synthetic turf playing field, bleachers, light towers, a scoreboard, paved parking and flood mitigation areas. The existing field has historically settled and been periodically filled to level the field and to mitigate flooding. Our subsurface explorations revealed 3± to 30± feet of urban fill underlain in turn by 5± to 30± feet of compressible organics then natural granular soils. The proposed synthetic field is designed up to 4± feet above existing ground surface.

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We developed recommendations for a surcharge program to mitigate post construction settlement of the synthetic turf field and paved parking areas and recommendations to pile support the bleachers and light towers. The City of Quincy has accommodated a period of time and excess fill to support the surcharge program. The surcharge is in place and the site has undergone settlement in the range of 1 to 2 feet in response. Construction is slated for Spring 2016.

- **Subbasement Expansion – Downtown Crossing Boston, Massachusetts** – The owner of an existing data center building in downtown Boston retained Northeast Geotechnical to assess the feasibility of expanding the subbasement level of the existing building. The existing subbasement is located approximately 20 feet below the basement level and 40 feet below adjacent Washington Street. The existing subbasement level is supported on a mat foundation constructed below groundwater. The multi-story building in the area of the expansion is supported by spread footings and underpinned caisson foundations. An MBTA subway line is located adjacent to the building's exterior wall just beyond the area of proposed expansion. We performed a week-long subsurface exploration program at night within tenant occupied space through the building's basement level. We developed recommendations including: lateral earth support to facilitate excavation, underpinning of existing foundations, instrumentation to monitor potential movements of the structure, dewatering, foundation subgrade preparation, allowable bearing capacity for a new mat foundation, design groundwater level for use in calculating hydrostatic forces and for protecting the subbasement from water infiltration, a site seismic classification and anticipate lateral earth pressures for use in wall design.

- **Retail site - Braintree, Massachusetts** – Project site was underlain by a thick loose deposit of cinder fill and underlying compressible organics. He studied means to support over 350,000 square feet of retail buildings. Recommendations provided to excavate cinders and organics, dewater the excavations, and reuse the cinders in controlled compacted lifts as structural fill. A majority of buildings supported with spread footings on compacted cinder fill. One building is supported on deep foundations where depths to natural ground prohibited full excavation and replacement.

- **Twelve-story apartment building - Quincy, Massachusetts** - The site located on the banks of the Neponset River between MBTA Red Line tracks and the Neponset River Bridge. Subsurface conditions include in succession fill soils, compressible organics, natural sand and gravel underlain primarily by silty clay and then dense glacial till with shallow groundwater. A raise in grade was proposed within building footprint and throughout the site. Recommendations were developed to support the building using 120-ton pressure injected footings bearing in the natural sand and gravel over the silty clay and the glacial till. A surcharge program was developed and implemented throughout the building and areas of site where raises in grade were proposed. Surcharge was designed to consolidate fill and organics during construction resulting in tolerable amounts of post-construction settlement. Pile installation and load testing, surcharge monitoring and earthwork construction observation and testing performed by field representatives under Mr. Olson's supervision.

- **EMC Corporation's corporate campus - Hopkinton, Massachusetts** - Developed foundation and earthwork construction recommendations for EMC's 126-acre corporate campus development consisting of 950,000 SF of office and research buildings. The site contains 1.5 miles or roads, parking lots and decks for 3,300 vehicles, a wetlands crossing and an 83,000 GPD wastewater

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treatment and on-site disposal system. Recommendations were developed to utilize sensitive glacial till soils and blasted rock to create the building pads, roadway and parking lot subgrades, and slopes during four seasons of construction. In addition, worked closely with the contractors to mitigate and monitor on and off-site blast induced vibrations resulting from rock removal activities.

- **Nine-story apartment on Massachusetts Avenue - Boston, Massachusetts** - The site is underlain by a profile consisting of fill, organic silt, outwash sand and gravel and then deep soft marine clay. Building construction included a level of below grade parking on a site abutting two buildings. Recommendations were developed for foundation type and installation methods, below grade slab support, braced excavation support and protection of adjacent structures during construction. Pressure injected footings (PIFs) were the economical foundation alternative. Recommendations were developed to mitigate potentially detrimental PIF installation vibrations on abutting structures.
- **Route 27 reconstruction - Medfield, Massachusetts** - Part of the reconstruction involved installation of a new sewer line. Approximately 350 feet of the line was to be installed over a compressible deposit of peat. Studies indicated that pipe installation with the use of normal weight bedding and backfill soils would produce unacceptable settlements for both the line and the roadway. The Town requested either excavation and replacement of the peat which would require a braced excavation or a pile support system. Utilization of lightweight fill for bedding and partial backfilling of the trench was proposed as an alternative since it would result in tolerable amounts of post construction settlement. This alternative was chosen and it saved over \$50,000 and up to a month in the construction schedule.
- **Veryfine wastewater treatment plant – Littleton, Massachusetts** - Project included partially dewatering an approximate one acre wastewater treatment lagoon. Geohydrologic and geotechnical engineering studies were performed to facilitate recommendations for a cost effective method to fill the lagoon with compacted structural fill. The fill was placed and compacted below the water and densified from above in a manner that allowed construction of a wastewater treatment plant on the structural fill. Full dewatering was not permitted due to the instability of the banks of the lagoon and potential impacts to an adjacent bottling plant.
- **Strip mall – Saugus, Massachusetts** –Site is underlain by over 90 feet of soft silty clay. The estimated post construction consolidation settlement necessitated support by deep foundations. The building is supported by 80 to 115 foot step taper piles terminating in underlying glacial till. Pile capacities accounted for predicted down drag forces of 10 to 20 tons per pile. Conducted pile load tests on two representative piles.
- **Wal-Mart store - Wareham, Massachusetts** – Site was observed to be underlain by clean sands considered subject to liquefaction during a design seismic event. Mr. Olson evaluated both the feasibility of deep foundation systems and ground improvement techniques which would allow the building to be supported by spread footing foundations. Vibroflotation was recommended as a ground improvement technique to mitigate the risk of liquefaction. The vibroflotation was performed under observation of field personnel supervised by Mr. Olson. Verification SPT testing was conducted

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throughout the improved area to verify adequate ground improvement. Building was then constructed on spread footings.

- **AstraZeneca's Research and Development facility - Waltham, Massachusetts** - AstraZeneca purchased a vacant site and challenged the project team to create a facility that blended well with the surrounding landscape. The site was steeply graded with bedrock controlled topography. Design and construction recommendations were developed for foundations, below grade walls, groundwater control, slopes, detention basin berms, as well as soil and rock reuse for this 250,000 SF 5 level building project. Extensive controlled blasting created steep rock cut slopes and a large amount of boulder sized blast rock. Developed recommendations to create attractive walls throughout the site utilizing the blast rock boulders.
- **250,000 SF warehouse - Franklin, Massachusetts** – Site development required cuts and fills up to 30 feet in sensitive glacial till soil. Over 60,000 cubic yards of fill were placed from midwinter to late spring. Methods were recommended to judiciously reuse the cut soils to support the warehouse and surrounding parking and loading areas. Fill stabilization methods including layering the on-site soils with clean off-site sand and gravel and mixing wet soils with lime.
- **TPC Boston - Norton, Massachusetts** - TPC Boston is an Arnold Palmer designed golf course, site of the annual Deutsche Bank Championship. This par-72 course opened in June 2002 on approximately 500 acres. Mr. Olson worked with the course designers to assess the subsurface conditions throughout the proposed course layout. Recommendations were developed to mitigate costly rock excavation and impacts of shallow groundwater. Design recommendations were also provided for 5 lined water features and 3 irrigation ponds. Irrigation ponds were designed to withstand emergency drawdown as much as 7 feet while water features were restricted to fluctuations of less than 1 foot. Foundation recommendations were developed for the Massachusetts Golf Association and Hall of Fame building.
- **Wal-Mart store - Lynn, Massachusetts** – Site is underlain by a complex geological profile. Natural soil conditions vary from submerged glacial drumlins to glaciofluvial or marine deposits. These deposits are overlain by a salt marsh deposit of compressible clayey organic silt which had been filled over. Recommendations provided to construct a structural slab and to support the building on pressure injected footings installed into either the drumlins or glaciofluvial deposits. Mr. Olson recommended raising grades greater than 2 feet with lightweight fill within building where an unacceptable amount of consolidation settlement was predicted. In one area, recommended limiting use of fill and creating a crawl space instead.
- **Home Depot store - Providence, Rhode Island** - Former industrial site underlain by shallow fills and compressible organic silts which in turn are underlain by flood plain deposits of sands and silts. Excavation and replacement of fill and organics not feasible due to costs associated with other mitigating factors. Dense bearing stratum exists more than 120 feet below ground surface. Mr. Olson evaluated numerous pile alternatives and developed recommendations to support building using over 1100 14-inch precast-prestressed concrete piles (PPC) developing capacity through friction in the sands

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and silts. Installation as well as static and dynamic load testing was observed by field representatives under Mr. Olson's supervision.

- **Pilot Seafood and Legal Seafoods buildings in Boston Marine Industrial Park alongside the Ted Williams Tunnel - South Boston, Massachusetts** - The 55,000 SF Pilot Seafood fish processing facility was designed on land formerly known as Subaru Pier adjacent to Boston Harbor. The site was underlain by miscellaneous fill with numerous obstructions to depths of 50 to 70 feet where glacial till and bedrock exist. Recommendations were developed to support building using 40- to 80-ton capacity drilled and permanently cased mini-piles socketed into rock. A slab on grade was constructed supported by lightweight and "normal" weight fill. The Legal Seafoods site, just west of the Tunnel, had a vastly different fill profile. Here, the site had been filled with controlled compacted structural fill placed during construction of the Tunnel. Records research supplemented by confirmatory soil test boring results, allowed the design and construction to proceed using spread footing foundations and a ground level slab on grade.
- **Hunter College building - New York City, New York** - The 37,000 SF footprint one- to eight-story building has a basement extending 16 feet below existing grades in a densely developed neighborhood. Site is underlain in succession by up to 10 feet of fill, 18 to 35 feet of loose to medium dense natural granular soils, then bedrock. Groundwater's anticipated up to 6 feet above the basement level. Mr. Olson evaluated liquefaction potential of granular soils to assess feasibility of foundations bearing within the natural granular soils. Developed recommendations for a waterproofed mat foundation designed as a pressure slab. Drilled anchors socketed into bedrock designed to provide additional resistance to hydrostatic uplift pressures.
- **Macy's – Willow Grove Mall, Willow Grove, Pennsylvania** - Provided peer review services for remedial work to mitigate water infiltration into Macy's below grade level. Remedial design measures were developed by others subject to modifications based on results of a field investigation. Initially, roof drains, which had emptied adjacent to Macy's, were rerouted to a catch basin. Mr. Olson assessed conditions once the 20-foot deep braced excavation reached Macy's foundation level exposing the: Macy's and Mall wall joint, foundation waterproofing, backfill soils, and the under drain. Part of the under drain was clogged with silt. Mr. Olson and the Mall's consultant developed plans for: additional waterproofing, removing and replacing clogged under drain sections, installing additional under drainage, placing clean backfill and for installing a manhole equipped with a sump pump. Based on a post-construction flood test, the project team decided not to add the sump pump unless future infiltration occurs.
- **Miami's Entertainment Block – Miami, Florida** - Mr. Olson provided storm water infiltration design for a 3.5± acre site which is part of a 10-building, 2.3 billion dollar multi-use development. Historical use included a railroad maintenance yard, fuel storage, light manufacturing and sea cargo container storage. Recently, dense graded silty fill soils were placed to construct a parking area. Urban fill soils underlying the recent fill, had been impacted by metals. The Florida Department of Environmental Resources Management (DERM) required the impacted urban fill soils be covered with a marker layer and then clean fill. DERM also required the site be designed to infiltrate the 25-year recurrent 24-hour rainfall event (i.e. 10 inches of rain) in 72 hours or less. Our studies

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indicated the silty fill would not satisfactorily infiltrate or store the design storm. Mr. Olson developed design recommendations to remove the silty fill and then place clean off-site sand fill having both characteristic hydraulic conductivity and porosity at a given density to satisfy the infiltration design objective.

- **Ten potential multi-building development sites throughout New England** - Fairfield Realty retained Mr. Olson to perform geotechnical engineering design studies as part of their pre-purchase due diligence efforts. Assessed subsurface conditions and developed opinions regarding the ability of Fairfield to develop the studied sites. Mr. Olson focused on conditions which would represent cost premiums to assist Fairfield's assessment of projects' economic viability. In addition, Mr. Olson provided preliminary recommendations for use in design of building foundations and ground floor slabs, pavement and slope sections, subsurface waste water and storm water infiltration systems, and construction dewatering methods.

REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Massachusetts, No. 36481

Professional Engineer, Connecticut, No. 18447

Professional Engineer, Rhode Island, No. 8922

ASFE Fundamentals of Professional Practice

PROFESSIONAL HISTORY

Northeast Geotechnical, Inc., President/Principal Engineer April 2010 to present

LFR Inc. / ARCADIS U.S. Inc., Principal Engineer, November 2006 to April 2010

The Geotechnical Group Inc., Vice President, February 1985 to November 2006

Relevant experience



Demakes Family YMCA



Harvard Law School, Ukrainian, Baker, and Carriage Houses



University of Massachusetts, Isenberg School of Management



University of Massachusetts Lowell, Massachusetts Medical Device Development Center

| 18 Hamilton Road, Arlington, MA

Peer review of recommendations for building settlement remediation

| 86 Newbury Street, Portland, ME

Third-party peer review, earth support system and permanent basement wall design

| Attleboro High School, Attleboro, MA

Structural peer review of five new school buildings totaling 477,000 sq ft

| Brooks School, New Library, Andover, MA

Peer review of structural design of a two-level structural steel building and a one-level below-grade reinforced concrete addition including structural specifications and drawings; geotechnical report to determine if the structural design properly incorporated the report recommendations; and typical footings, moment resisting frames, beams and girders, steel and concrete columns, and reinforcement in the flat slab

| Demakes Family YMCA, Lynn, MA

Peer review services during the design phase and construction phase performance testing, including whole building air leakage testing of the natatorium

| Gardner Elementary School, Gardner, MA

Peer review for a new 147,000 gsf three-wing school

| Granby Elementary School, Granby, MA

Peer review for a new 32,000 gsf building combined with renovations to an existing 37,000 gsf school

| Harvard Law School, Ukrainian, Baker, and Carriage Houses, Cambridge, MA

Peer review of pre-move shoring and pre- and post-move condition assessments for relocation of three 19th century buildings

| Harvard University, Center for Government and International Studies, Cambridge, MA

Peer review for a pyramidal glass skylight structure and waterproofing design in a new plaza above a below-grade library

| Lawrence General Hospital, New Surgical Building, Lawrence, MA

Structural peer review of new 42,000 sq ft hospital building with challenging site constraints

| Quaboag Regional School District, Warren, MA

Peer review for photovoltaic installation

| Salem State University, Mainstage Theatre, Salem, MA

Peer reviewed the structural engineer's design approach for seismic loads and vibrations for the balcony and construction vibration monitoring services

| Stonehill College, New Residence Hall, Easton, MA

Structural peer review of new 75,000 sq ft steel-framed residence hall

| Stonehill College, Thomas and Mary Shields Science Center, Easton, MA

Structural peer review of new 75,000 sq ft steel-framed science center.

| Templeton Elementary School, Templeton, MA

Peer review for a new 93,000 gsf PreK-5 school

| University of Connecticut, Burton Family Football Complex, Storrs, CT

Independent peer review of a steel framed structure founded on stone piers, including computer modeling of the structure and structural member checks

| University of Massachusetts Amherst, Isenberg School of Management, Amherst, MA

Peer review of a new 70,000 gsf academic building with irregular plan shapes and a feature cladding system

| University of Massachusetts, Massachusetts Medical Device Development Center, Lowell, MA

Peer reviewed floor and roof strengthening details proposed by the structural engineer of record for adaptive reuse of Wannalancit Mills for academic and research space

| University of Massachusetts Medical School, Worcester, MA

Peer review of new 350,000 sq ft academic and life science research building and vehicular edge protection barrier for the west garage

| West Bridgewater Middle/Senior High School, West Bridgewater, MA

Peer review for a new 142,000 sq ft two-story school



John H. Thomsen IV

Ph.D., P.E.

Principal

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E: jhthomsen@sgh.com

REGISTRATIONS

Professional engineer

CA	CT	MA
ME	NJ	RI
VT		

OTHER

NCEES

EDUCATION

Clarkson University, Potsdam, NY

Ph.D. in Structural Engineering, 1995

M.S. in Civil Engineering, 1992

B.S. in Civil and Environmental Engineering, 1989

Dr. Thomsen joined SGH in 1999 and has more than twenty years of experience as a structural design engineer encompassing a wide variety of building types, including healthcare, higher education, industrial, and residential buildings. His notable recent projects include Simmons Hall at the Massachusetts Institute of Technology (MIT) in Cambridge, MA; Student Commons Building at Sacred Heart University in Fairfield, CT; Nemours Children's Hospital in Orlando, FL; Maine Medical Center in Portland, ME; SouthCoast Cancer Center in Fairhaven, MA; and Swedish American Hospital in Rockford, IL. John is a member of a number of professional organizations, including the American Society of Civil Engineers (ASCE), the American Concrete Institute (ACI), the Structural Engineers Association of Massachusetts (SEAMass), and the Boston Society of Architect's Health Care Committee.

Experience

- | Simpson Gumpertz & Heger Inc., Waltham, MA. From 1999 to present.
- | Degenkolb Engineers (DEP), Portland, OR. From 1997 to 1999.
- | Degenkolb Engineers (DES), San Francisco, CA. From 1995 to 1997.

Peer reviews

- | **Attleboro High School, Attleboro, MA.** Structural peer review of five new school buildings totaling 477,000 sq ft.
- | **Stonehill College, New Residence Hall, Easton, MA.** Structural peer review of new 75,000 sq ft steel-framed residence hall.
- | **Stonehill College, Thomas and Mary Shields Science Center, Easton, MA.** Structural peer review of new 75,000 sq ft steel-framed science center.
- | **Lawrence General Hospital, New Surgical Building, Lawrence, MA.** Structural peer review of new 42,000 sq ft hospital building with challenging site constraints.
- | **86 Newbury Street, Portland, ME.** Third-party peer review, earth support system and permanent basement wall design.
- | **The New Valley Hospital, Paramus, NJ.** Structural peer review of new 910,000 sq ft medical facility.
- | **150 Seaport Boulevard, Boston, MA.** Structural peer review of new twenty-two-story mixed-use residential building.
- | **Grupo Pellas Corporate Headquarters, Managua, Nicaragua.** Provided peer review for the seismic design of this twelve-story 400,000 sq ft new office building located within one mile of a major active fault, developed lateral-load-resisting system during schematics, and reviewed structural calculations and drawings during design development and construction document phases.
- | **Boeing High Bay Facility, Everett, WA.** Provided peer review for the seismic strengthening of Boeing's largest manufacturing facility, and reviewed performance criteria, geotechnical data, strengthening schemes, nonlinear-time-history analyses, and retrofit details.
- | **Building D1C Manufacturing Facility, Intel Corporation, Hillsboro, OR.** Provided peer review of Intel's most recent microchip fabrication facility at the Hillsboro campus, and reviewed performance criteria for post-earthquake damage control, multiple bid packages, and nonstructural systems.

New structure design

- **Maine Medical Center, East Tower Vertical Addition, Visitor Garage Vertical Addition, and New Patient Building, Portland, ME.** Principal in Charge (PIC) for a \$512M campus expansion including a two-story vertical addition and helipad addition to an existing clinical building, three-story vertical addition to an existing parking garage, and a new 270,000 sq ft clinical building.
- **Parking Garages, The Valley Hospital, Ridgewood, NJ.** Structural design of a one-story vertical addition to the existing Linwood garage and design of the new five-story Phillips garage. The design utilizes cast-in-place post-tensioned flat slabs in below-grade levels to match existing floor-to-floor heights and precast concrete in all above-grade levels.
- **Helipad, Lobby, Lobby Connector, and Pedestrian Bridge Project, Maine Medical Center Expansion, Portland, ME.** Design utilizing structural-steel moment frames, braced frames, and long-span trusses.
- **Women & Children's Birthing Center (The Charles Street Project), Maine Medical Center Expansion, Portland, ME.** Structural design of a five-story 200,000 sq ft steel-moment-frame building with two basement levels and a mechanical penthouse on the roof. The design accommodates a two-story future vertical addition.
- **Central Utility Plant, Maine Medical Center Expansion, Portland, ME.** Structural design of a two-story 17,300 sq ft steel-braced frame and concrete shear wall facility designed to house the Medical Center's essential utilities, which includes a 35 ft tall permanent earth-retention system.
- **Lawrence+Memorial Hospital, Cancer Center, Waterford, CT.** Worked with a project team for structural design of a two-story 50,000 sq ft steel-framed building with two concrete LINACs, integrated into a sloping site.
- **University of Vermont Medical Center, Robert and Holly Miller Inpatient Bed Building, Burlington, VT.** PIC for a new 180,000 sq ft structural steel hospital building with connections to adjacent existing buildings. Served as Special Inspector during Construction.
- **Veterans Administration Medical Center, Newington, CT.** Structural design of a new 12,000 sq ft gas-fired combined heat and power generation building with connections to existing buildings on the campus
- **Veterans Administration Community-Based Outpatient Clinic, Campus of UMass Medical School, Worcester, MA.** Structural design of a new 50,000 sq ft medical clinic with disproportionate collapse and blast protection requirements.
- **Veteran's Administration Medical Center, Ambulatory Care Addition, Brockton, MA.** PIC for a two-story horizontal expansion to an existing concrete building. The new envelope and structure were designed to resist blast loads.
- **Veterans Affairs Medical Center, ICU Addition, Providence, RI.** PIC for a steel-framed two-story horizontal expansion.
- **Veterans Affairs Medical Center, Research Building Addition, Providence, RI.** PIC for a steel-framed, two-story horizontal expansion.
- **Milford Regional Medical Center, Emergency Department and Intensive Care Unit Addition, Milford, MA.** A new three-story 100,000 sq ft horizontal expansion for ED/ICU program. Composite steel floor framing with moment frames provide open floor plans. Structure designed for future three-story vertical expansion.
- **Mercy Medical Center, Cancer Center Addition, Springfield, MA.** A two-story 40,000 sq ft steel-framed horizontal addition to an existing one-story building.
- **New Inpatient Bed Tower, Fletcher Allen Health Care, Burlington, VT.** Project Manager for a new 160,000 sq ft structural steel hospital building with connections to adjacent existing buildings.
- **Sacred Heart University, John F. Welch College of Business and Department of Communications, Fairfield, CT.** Designed a 130,000 sq ft academic building that is constructed from steel-braced frames and steel-composite floor framing. There is a 75-car buried parking structure adjoining the lowest level of the academic building. Structural thermal isolation was a top priority which led to implementing several different isolation techniques. The entire structure was modeled in REVIT.
- **Sacred Heart University, Student Commons Building, Fairfield, CT.** Design of a 48,000 sq ft university campus center that is constructed from concrete shear walls and steel-composite floor framing. The facade is a complicated stone rain screen that is integral with the structure and the roof has a multi-pitch concrete slab. The entire structure was modeled in REVIT.



Giuliana A. Zelada-Tumialan
P.E.

Associate Principal
 T: 781.907.9290
 E: gazelada@sgh.com

REGISTRATIONS

Professional Engineer

AR	AZ	CA
CO	CT	DC
FL	IL	KS
MA	MD	ME
MI	MO	NJ
NY	PA	RI
SD	TX	VT
VA		

Geotechnical Engineer

CA

P.Eng.

Alberta, Canada
 British Columbia, Canada
 Ontario, Canada
 Manitoba, Canada

EDUCATION

University of Missouri-Rolla, Rolla, MO
 M.S. in Civil Engineering, 1999
 B.S. in Civil Engineering (Magna cum Laude), 1996

Ms. Zelada-Tumialan joined Simpson Gumpertz & Heger Inc. (SGH) in 2003. She is experienced in geotechnical and construction engineering, providing planning, design, and construction support services in the areas of shallow and deep foundation systems, earth retention systems, dam seepage and stability issues, ground stabilization, underpinning, groundwater recharge, and permanent and temporary dewatering, for residential, commercial, and industrial buildings, power stations, and substations. Ms. Zelada-Tumialan has participated in several investigations into causes of building/structure deformations, dam seepage and stability issues, retaining wall failures, earth embankment and slope failures, and adjacent construction impacts. Ms. Zelada-Tumialan also provides geotechnical consulting services for evaluation of construction and insurance claims, as well as support of litigation for Insurance and attorney clients .

Experience

- | Simpson Gumpertz & Heger Inc., Waltham, MA. From 2003 to present.
- | Black & Veatch Corporation (B&V), Overland Park, KS. From 1999 to 2002.
- | Shannon & Wilson, Inc. (S&W), St. Louis, MO. Summer 1996, summer/fall 1997, and summer 1998.

Representative assignments

- | **Waldorf Astoria, Miami, FL.** Peer review of proposed construction monitoring, including condition assessments and movement monitoring, for implementation during construction of a new tower in downtown Miami.
- | **86 Newbury Street, Portland, ME.** Third-party peer review, earth support system and permanent basement wall design.
- | **18 Hamilton Road, Arlington, MA.** Peer review of recommendations for building settlement remediation.
- | **59 Beverly Road, Arlington, MA.** Geotechnical peer review to Investigate cracks in foundation and interior walls.
- | **Mountain Ridge Detention Basin, Town of Allamuchy, NJ.** Evaluation of the cause of breach failure near the principal spillway piped outlet with seepage collars for a 22.5 ft high earthen embankment dam, peer review of repair design.
- | **Bermuda Cay Condominiums, Boynton Beach, FL.** Condition assessment of existing bulkhead wall and peer review of proposed repair design.
- | **Armed Forces Reserve Center, Middletown, CT.** Peer review of repair options for remediation of a section of mechanically stabilized gabion wall that moved laterally up to 1 ft.
- | **Don Orione Home, East Boston, MA.** Review design and construction methodologies for a reinforced-earth-modular-block retaining wall to remediate a failing slope.
- | **Maine Medical Parking Garage and Central Utility Plant, Portland, ME.** Peer review of 60 ft high permanent soil-anchored soldier-pile retaining wall design.
- | **811 Boylston Street, Boston, MA.** Evaluation of foundation damage to an adjacent residential building due to pile driving vibrations from pile installation.

Construction engineering

- I MBTA Alford Street Bus Maintenance Garage, Boston, MA.** Geotechnical Engineer of Record for design of shoreline embankment for stabilization of a deteriorating anchored bulkhead wall
- I Permanent Support of Excavation, Maine Medical Center, Portland, ME.** Design of 80-ft deep support of excavation system supporting a hospital building within its zone of influence. The design consisted of installing anchors for use of an existing concrete wall as a temporary excavation support system, installation of a new concrete wall to act as the permanent wall, and installation of a new anchored secant pile wall.
- I Lake Livingston HydroPower Plant, Lake Livingston, TX.** Investigation of various construction issues; Chief Dam Safety Engineer
- I 115kV Transmission Line, Belmont-Cambridge, MA.** Design and construction services for installation of a buried transmission line, including trench excavation, design of support of excavation systems for deep excavations, design of pile supported concrete mat for pipeline through organic soils, and trenchless installation
- I MBTA Ferry Station, Quincy, MA.** Evaluation of remediation options for deteriorating bulkhead wall braced by corroding battered piles.
- I Shell Canada, Albion Sands and Jackpine Mines, Ft. McMurray, Alberta, Canada.** Design of gravel pad foundations and skids for twelve modular slurry transport pump modules and electrical and control modules.
- I The First Church of Christ, Scientist, Boston, MA.** Design and construction monitoring of underpinning for The Mother Church Original, consisting of cut-and-post underpinning under select bearing walls and a needle beam-and-micropile system to support the tower, preliminary design of a permanent recharge system under The Mother Church Original and The Mother Church Extension.
- I St. Francis Hospital, Hartford, CT.** Design of remediation to hospital building settlement including micropile foundations, underpinning with jacked piles, soldier pile and lagging excavation support, and soil nail walls.
- I Winter Street Bridge, Waltham, MA.** Developed repair alternatives for drilled shafts constructed with offsets of up to 9 in. with respect to the superstructure columns.
- I Lynn Classical High School, Lynn, MA.** Development of remediation options for settled slab-on-grade, including a feasibility evaluation of the use of slab jacking and permeation grouting. Final recommendations included design of a new structural slab supported on minipiles.
- I World Trade Center Memorial Museum, New York City, NY.** Design of new earth-retaining system to take loading currently carried by existing slurry wall.

Geotechnical Engineering

- I 8 Avondale Drive, Hartford, CT.** Investigation of basement floor and wall cracking.
- I Lowe's Home Improvement Store, Prescott, AZ.** Investigation of the failure of a multi-tiered Mechanically Stabilized Earth MSE Wall.
- I Lowe's Home Improvement Store, Clarksburg, WV.** Investigation of the cause of structural damage to the building, including a slope stability evaluation of a compacted-clay-shale embankment more than 100 ft in height.
- I Melrose High School, Melrose, MA.** Pre-feasibility study to determine the technical viability of refurbishing the existing grass athletic field and replacing it with artificial turf.
- I The First Church of Christ, Scientist, Boston, MA.** Groundwater monitoring of campus-wide observation well network to aid in assessing potential issues with the integrity of timber piles supporting the Mother Church and Clearway Street apartments.
- I Eastern Approach, New York State Capitol, Albany, NY.** Geotechnical consulting services monumental exterior stair repairs.
- I Brighton Courthouse Exterior Main Entrance Steps, Brighton, MA.** Investigation to determine the cause of deterioration and recommendations for repairs and replacement of the main entrance stairs.
- I Martin County Power Plant Expansion, Florida Power and Light, Indiantown, FL.** Development of dewatering scheme for new power block area for permitting purposes. With B&V.

Appendix B

Required Forms

CERTIFICATE OF NON-COLLUSION

The Designer/Engineer certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the Designer/Engineer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed  for
Name of Engineer: Eric Las, PE

Date 10/31/2022

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.


**Signature of Individual
Corporate Contractor Federal Identification Number

04-2828566
***Contractor's Social Security Number or

By: 
Corporate Officer (Mandatory, if applicable)

Date: 10/31/2022

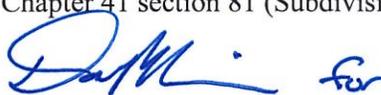
*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

STATEMENT ON MGL and BUILDING CODES and TOWN CODE

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws (MGL), Chapter 149, Section 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004; Town of Medfield Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L.

 for
Eric Las, PE and Stacy Minihane, PWS



SAMPLE CERTIFICATE OF VOTE (if applicable AT CONTRACT EXECUTION)

The Town requires Applicants to complete the following and attach to any future contracts.

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

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

Beals and Thomas, Inc.

Held on _____

(Name of Corporation)

(Date)

at which all the Directors were present or waived notice, it was VOTED That,

Eric Las _____ Vice President _____

(Name)

(Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such Eric Las, Vice President

(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the Company (Beals and Thomas, Inc.)

That Eric Las is the duly elected Vice President

(Officer)

Of said company, and that the above vote has not been amended or rescinded and is in full force and effect as of the date of this contract.

A true copy, ATTEST _____

Clerk

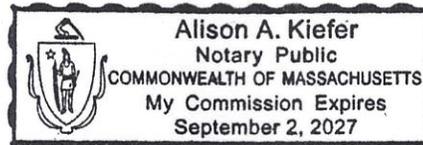
Place of Business 144 Turnpike Road, Southborough, MA 01772



Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st DAY OF October, 20 22

NOTARY PUBLIC



MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4, T&C) 459 Main Street, Medfield, Ma 02052	Business Mailing Address: 10 Park Plaza, Room 6340, Boston, MA 02116
Contract Manager: Frank Gervasio	Billing Address (if different):
E-Mail: fgervasio@medfield.net	Contract Manager: Amber Vaillancourt
Phone: _____ Fax: _____	E-Mail: amber.vaillancourt@dot.state.ma.us
Contractor Vendor Code: VC0000104652	Phone: _____ Fax: _____
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): _____ RFR/Procurement or Other ID Number: _____
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20___. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> MassDOT TERMS AND CONDITIONS <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$150,000.00	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The following agreement between the Massachusetts Department of Transportation (MassDOT) and the Town of Medfield will fund the town's earmark from Chapter 268 of the Acts of 2022 Economic Development bill.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2025 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments **PRIOR** to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt)

through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

MASSDOT STANDARD CONTRACT FORM



Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material” change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT [Terms and Conditions](#) (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s and MassDOT’s loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment

cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. “FY2012” or “FY2012-14”). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter “Multi-Department Use” if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. “FY2012” or “FY2012-14”) in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid

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and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.**

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim

confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [G.L. c. 29](#) § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting child support including [G.L. c. 119A, s. 12](#); TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any

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potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or

contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's [Terms and Conditions](#) or [IT Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the Federal Family and Medical Leave Act and [M.G.L. c. 175M](#) (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272](#), [Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111](#), [Section 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery

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for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. **The terms of this Clarification may not be modified.**

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may

have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownerships interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code <small>(if available, not the Taxpayer Identification Number or Social Security Number)</small>
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Reappointments for FY24				
	Name	Recommended Action	Term	Current Term Expires
ADA Compliance Review Committee				
	Maurice Goulet			2024
	Amy Colleran			2024
	Ann Thompson	Reappoint		2023
	Tina Consentino	Reappoint		2023
	Kristine Trierweiler	Reappoint		2023
	Chief William Carrico	Reappoint		2023
Board of Registrars				
3 year terms	Margaret Vasaturo			2025
	Jennifer Keating			2024
	Donna Young	Reappoint	3 year term	2023
Board of Health				
3 year terms	Carol Read			2024
	Holly Rand	Reappoint	3 year term	2023
	Stephen Resch			2025
	Melissa Coughlin	Reappoint	3 year term	2023
	Kathleen Thompson			2025
	Jeff Kane, Associate	Reappoint	1 year term	2023
Capital Budget Committee				
	Michael Marcucci	Reappoint	1 year term	2023
	Robert Sliney	Appoint	1 year term	2023
	Robert Aigler	Reappoint	1 year term	2023
	Megan Sullivan	Reappoint	1 year term	2023
	Andrew Foster	Reappoint	1 year term	2023
	Michael LaFrancesca	Reappoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023
Committee to Study Memorials				
	Jane Lomax		1 year term	2023
	David F. Temple	Reappoint	1 year term	2023
	Michelle Doucette	Reappoint	1 year term	2023
	Melissa Bingham	Appoint	1 year term	2023
Community Choice Aggregation Committee				
	Megan Sullivan	Reappoint	1 year term	2023
	Robert Winograd	Reappoint	1 year term	2023
	Gus Murby	Reappoint	1 year term	2023
	Vacant			
	Vacant			
	Kristine Trierweiler, non-voting	Reappoint	1 year term	2023
Community Gardens Committee				
	Neal Sanders	Reappoint	1 year term	2023
	Betty Sanders	Reappoint	1 year term	2023
	Karen Smith	Reappoint	1 year term	2023
Conservation Commission				
3 year terms	Robert Kennedy, Jr.			2024
	Vacant			2024
	John Woodhull			2025
	Deborah Bero	Reappoint	3 year term	2023
	Michael Perloff	Reappoint	3 year term	2023
	Kirsten Poler	Reappoint	3 year term	2023
	Catherine Scott			2025
Council on Aging				
3 year terms	Richard Ryder			2024
	Rose Thibault			2024
	Annette Wells			2025
	Patricia Byrne			2025
	Robert Heald	Reappoint	3 year term	2023
Historic District Commission				
3 year terms	Bradley Phipps			2025
	Michael Taylor	Reappoint	3 year term	2023
	David R. Sharff			2024
	Connie Sweeney	Reappoint	3 year term	2023
	Caitlin E. Struble			2024

Reappointments for FY24				
	Name	Recommended Action	Term	Current Term Expires
Historical Commission				
3 year terms	David Temple	Reappoint	3 year term	2023
	Seth Meehan			2024
	Maria Baler			2025
	Joe Opiela			2025
	Kirsten Poler			2025
	Doug Whitla			2024
	Peter Fletcher			2024
	Thomas Connors, Associate	Reappoint	3 year term	2023
Kingsbury Pond Committee				
	Richard Judge	Reappoint	1 year term	2023
	Sharon Judge	Reappoint	1 year term	2023
	Jerry Potts	Appoint	1 year term	2023
	Greg Testa	Reappoint	1 year term	2023
	Anne Krawec	Reappoint	1 year term	2023
	Angela Mazzotta Felice	Reappoint	1 year term	2023
	Rick Ebbs	Reappoint	1 year term	2023
	Kristine Trierweiler, non-voting	Reappoint	1 year term	2023
Medfield Emergency Management Planning Committee				
	Chief William Carrico, Chair	Reappoint	1 year term	2023
	Chief Michelle Guerette	Reappoint	1 year term	2023
	Maurice Goulet	Reappoint	1 year term	2023
	Dr. Jeffrey Marsden	Reappoint	1 year term	2023
	Sarah Hanifan	Appoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023
	Amy Colleran	Reappoint	1 year term	2023
	Jeremy Marsette	Reappoint	1 year term	2023
	Andrew Kelleher	Reappoint	1 year term	2023
	Brenda Healy	Reappoint	1 year term	2023
	Eoin O'Corcora	Reappoint	1 year term	2023
Medfield State Hospital Buildings and Grounds Committee				
	John Thompson	Reappoint	1 year term	2023
	Chief Michelle Guerette	Reappoint	1 year term	2023
	Chief William Carrico	Reappoint	1 year term	2023
	Paul Hinkley	Reappoint	1 year term	2023
	Maurice Goulet	Reappoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023
	Robert Meaney	Reappoint	1 year term	2023
Medfield State Hospital Development Committee				
	Todd Trehubenko	Reappoint	1 year term	2023
	Johnny Martinez	Reappoint	1 year term	2023
	Patrick Casey	Reappoint	1 year term	2023
	Gus Murby	Reappoint	1 year term	2023
	Chris McMahon			2023
	Kristine Trierweiler, <i>Ex Officio</i> , Non Voting	Reappoint	1 year term	2023
Medfield State Hospital Mediation Committee				
	John Thompson	Reappoint	1 year term	2023
	Ann Thompson	Reappoint	1 year term	2023
	William Massaro	Reappoint	1 year term	2023
Medfield Outreach Advisory Board				
	Molly Frankel	Reappoint	1 year term	2023
	Kathleen Cahill	Reappoint	1 year term	2023
	Michelle Manganello	Reappoint	1 year term	2023
	Kathleen Thompson	Reappoint	1 year term	2023
	Abby Bligh, non-voting		1 year term	2023
	Kathryn Thomas	Reappoint	1 year term	2023
Memorial Day Committee				
	Melissa Bingham, Veterans Service Officer	Appoint	1 year term	2023
	Chief Michelle Guerette	Reappoint	1 year term	2023
	Chief William Carrico	Reappoint	1 year term	2023
	Ann B. Thompson	Reappoint	1 year term	2023
	Gus Murby	Reappoint	1 year term	2023
	Michelle Doucette	Reappoint	1 year term	2023
	Lorrie Guindon	Reappoint	1 year term	2023
	Jerry Kazanjian	Reappoint	1 year term	2023

Reappointments for FY24				
	Name	Recommended Action	Term	Current Term Expires
	Joe Cavanaugh	Reappoint	1 year term	2023
	Frank Iafolla	Reappoint	1 year term	2023
	Martha Moon	Reappoint	1 year term	2023
	Brittney Franklin, Ex Officio, nonvoting	Reappoint	1 year term	2023
OPEB Trust Fund Committee				
1 year terms	Georgia Colivas	Reappoint	1 year term	2023
	Michael Pastore	Reappoint	1 year term	2023
	Stephen Callahan	Reappoint	1 year term	2023
	Andrew Foster	Reappoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023
Pedestrian and Traffic Safety Committee				
	Chief Michelle Guerette	Reappoint	1 year term	2023
	Maurice Goulet	Reappoint	1 year term	2023
	Kristine Trierweiler	Reappoint	1 year term	2023
	Steve Caskey	Reappoint	1 year term	2023
	Craig McGary	Reappoint	1 year term	2023
	Julie Obbagy	Reappoint	1 year term	2023
	Shane Medeiros	Reappoint	1 year term	2023
Permanent Planning and Building Committee				
3 year terms	Timothy Bonfatti			2025
	Thomas Erb	Reappoint	3 year term	2023
	Michael Quinlan			2024
	Vacant			2023
	Mike Weber			2024
	Kristine Trierweiler, Ex Officio	Reappoint		2023
	Amy Colleran, Ex Officio	Reappoint		2023
Transfer Station and Recycling Committee				
	Nancy Irwin	Reappoint	1 year term	2023
	Barbara Meyer	Reappoint	1 year term	2023
	Andrea Costello	Reappoint	1 year term	2023
	Cheryl Dunlea	Reappoint	1 year term	2023
	Annette Wells	Reappoint	1 year term	2023
	Jacqueline Alford			2023
	Chris Carlin	Accept Resignation		2023
	Kimberly Schubert	Reappoint	1 year term	2023
	Donna Knott	Accept Resignation		2023
	Lily Fayerweather	Appoint	1 year term	2023
	Maurice Goulet, <i>Ex Officio, nonvoting</i>	Reappoint	1 year term	2023
	Robert Kennedy, <i>Ex Officio, nonvoting</i>	Reappoint	1 year term	2023
	Kristine Trierweiler, <i>Ex Officio, nonvoting</i>	Reappoint	1 year term	2023
Wildlife Management Committee				
	Frank Perry	Reappoint	1 year	2023
	John Newell, Jr.	Reappoint	1 year	2023
Zoning Board of Appeals				
3 year terms	William McNiff	Reappoint	3 year term	2023
	Michael W. Whitcher			2025
	John J. McNicholas			2024
	Jared Spinelli, Associate	Reappoint	1 year term	2023
	Jared Gustafson, Associate	Reappoint	1 year term	2023
	Kristine Bartone, Associate	Reappoint	1 year term	2023



Brittney Franklin <bfranklin@medfield.net>

Kingsbury Pond Committee Reappointments

Dick Judge <[REDACTED]>
To: Brittney Franklin <bfranklin@medfield.net>

Thu, Jun 8, 2023 at 5:11 PM

Hi Brittney, yes, we would like the reappointment of Anne Krawec, Angela Felice, Greg Testa, Sharon Judge, Rick Ebbs, and our newest member (see attached letter) Jerry Pots. And of course, myself Richard Judge.
Oh, George Dealy would like to be appointed on an ad hoc basis as his new residence is now just outside of town.

Medfield Select Board
Medfield Town House
459 Main St.
Medfield, MA 02052

June 6, 2023

Dear Medfield Select Board,

I respectfully request to be appointed to the Kingsbury Pond Committee.

As a 30-year resident of Medfield who lives on Curve Street and has the best view in town of the Grist Mill and Kingsbury Pond, this request is long overdue!

From our backyard vantage point, I have personally witnessed and deeply appreciated the enormous time and energy that has gone into the restoration of Kingsbury Grist Mill. Serving on the Pond committee would allow me to continue supporting preservation of Medfield open space and historic resources, while also giving me the chance to contribute to its work of which our family has been a direct beneficiary for many years.

My most recent involvement in the town includes serving on the Medfield Master Planning Committee, and Open Space & Recreation Plan Committee, of which I am currently chair. Both of these public service roles (among others) have contributed greatly to my understanding of our town's natural and historic resources, and the need to protect the special Medfield places that contribute greatly to the character and overall fabric of our community.

I would be honored to serve on the Kingsbury Pond Committee to help ensure future generations can continue to enjoy a site that is one of Medfield's most significant and scenic landmarks.

I appreciate your consideration of this request. Please do not hesitate to contact me with questions via my e-mail or cell phone on file.

Sincerely,

Jerry Potts
7 Curve St.

cc: Dick Judge

Sustainability has always been a driving force in my life, and "reduce, reuse, recycle" is a key piece of that. Having grown up in a nature-centric family and spending much of my time outdoors, it is perhaps unsurprising that I chose to major in Environmental Science in college (alongside a Botany double major with an Economics minor). After diving deep into learning about the challenges our planet faces, I became fully invested, both personally and professionally, in making the world a better place for ourselves and the next generation. I now work for NEPC, an institutional investment consultant based in Boston, focusing on sustainable investing. While I am involved in a number of different projects, my work primarily focuses on assessing how ESG (environmental, social, and governance) factors are integrated into the investment strategies.

My husband and I moved to Medfield in September 2022, and in the short time we have been here, we have grown to really appreciate the town and all it offers. We particularly love the Transfer Station, as it offers us a convenient way to recycle many of the items that weren't accepted in places we previously lived, as well as compost our yard waste and find new treasures at the SWAP. We have also appreciated the many collections for items like foam, electronics, and textiles. Knowing that we plan to stay here for many years, I wanted to find a way to get involved with the town and contribute to this great community in a way that intersects with my personal interests. I was fortunate to have been connected to TSARC through Megan Sullivan, and I have been attending meetings since February. While not currently a voting member, I have appreciated the opportunity to participate in discussions about initiatives and events that are put on by the group, and would love to get more involved as an official member of the Committee, helping Medfield residents reduce their footprint and contributing to making this town a great place to live moving forward.

Lily Fayerweather

30 Pond Street
Apt. 609
Medfield, MA 02052

May 17, 2023

Tilden Village
Medfield, MA 02052

Dear Candace and Board Members:

Please accept this letter of intent for me to become the representative of the tenants at Tilden Village.

I have excellent communication skills and aspire to improve the quality of people's lives. I am kind, caring, and empathetic. I enjoy actively listening to others and I can create solutions to problems. I have been a resident of Tilden Village for 11 years and I feel that I am resourceful and motivated to help others.

I look forward to hearing from you so that we may discuss my other pertinent skills for this position. I can be reached at 508-298-8641.

Sincerely,


Stacey Yakel