



Select Board Meeting
Meeting Packet
March 26, 2024

Dog Control Bylaw Amendments

§ 100-5. Restraint of dogs.

Any persons owning or harboring a dog shall not suffer or allow it to run at large in any of the streets or public ways, or places in the Town of Medfield, or upon the premises of anyone other than the owner or keeper, unless the owner or occupant of such premises grants permission. ~~No dog shall be permitted in any public place or street within the Town of Medfield unless it is effectively restrained by a chain or leash or is attended by a person able to properly control its actions.~~ No dog shall be permitted on any public place or street within the Town of Medfield unless it is effectively restrained by a chain or leash not more than ten feet in length; this prohibition shall not apply to posted "off-leash" areas, as provided in the next section.

§ 100-5a . Restraint of Dogs in Off-Leash Areas:

A dog may be off-leash within the confines of a Town-designated and posted "off leash" area, if effectively under voice control of the animal's owner or keeper, provided that the dog shall be and remain, at all times, within said person's field of vision.



**Town of Medfield
List of Warrant Articles
Annual Town Meeting
May 6, 2024**

Annual Town Reports

Sponsor

1	Annual Town Reports	Select Board
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Human Resource Articles

2	Elected Officials Compensation	Select Board
3	Personnel Administration Plan	Personnel Board
4	Classification and Compensation Plan	SB/Personnel Board

Financial Articles

5	Dissolve Opioid Stabilization Fund	Select Board
6	Create Opioid Special Revenue Fund	Select Board
7	Create Departmental Revolving Fund Account: EV Chargers	Select Board
8	Create Departmental Revolving Fund Account: Parks and Recreation	Parks and Recreation Commission
9	Create Departmental Revolving Fund Account: Council on Aging	Select Board
10	Revolving Fund Expenditure Limit Authorization	Select Board
11	Cemetery Perpetual Care	Cemetery Commission/DPW Director
12	Local PEG Access Appropriation	Select Board

13	Route 27/Dale Street Traffic Mitigation Special Revenue Fund	Select Board
14	Establish Special Education Stabilization Fund/Reserve Fund	School Committee
15	Establish Elementary School Tax Mitigation Stabilization Fund	SBC/SC/WC/SB
16	Establish MSH School Mitigation Stabilization/Special Revenue Fund	Select Board/SC
17	Transfers to Municipal Building Stabilization Fund	Select Board
18	Capital Project Appropriation: Municipal Buildings	Select Board
19	Appropriation to the Capital Stabilization Fund	Select Board
20	Capital Projects Appropriation: Non Buildings	Select Board
21	Elementary School Feasibility Study Funding	SB/SC/SBC
22	Prior Year Bills	Select Board
23	FY2025 Operating Budget	Select Board
24	FY2025 Water and Sewer Enterprise Fund Budget	Board of Water and Sewerage/DPW Director
25	Rescind Bond Authorization for the Mt. Nebo Water Tower Painting Project (ATM 2018 Art 35)	Select Board Treasurer/Collector
26	Appropriation to 375th Anniversary Trust Fund	Select Board
27	Appropriation to Economic Vitality Fund	Select Board
28	Appropriation for Pond Survey(s)	Conservation Commission
29	Appropriation for Conservation Commission Property Signage	Conservation Commission
30	Appropriation for maintenance and security at the Medfield State Hospital	Select Board
31	Appropriation for Danielson Pond	Con Com/Select Board

General Articles

32	Town Moderator 3-Year Term	Select Board
33	Zoning Enforcement Fees	Select Board
34	Dog Bylaw	Select Board
35	Authorize Select Board name change in Town Bylaws	Select Board
36	Hinkley North Disposition Authority	Select Board

Zoning Articles

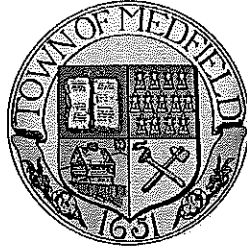
37	MBTA Communities Zoning District	Planning Board
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Citizen Petitions

38	Sale of MSH Chapel Property to Bellforge	Jean Mineo
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Free Cash

39	Free Cash	Board of Assessors
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TOWN OF MEDFIELD
Board of Health

TOWN HOUSE
459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052
Tel: 508-906-3006 Fax: 508-359-6182

March 21, 2024

To: Brittney Franklin, Assistant to Town Administrator

Re: Appointment of Associate Member

At their meeting on Tuesday, March 19, 2024, the members unanimously agreed to recommend that Ramaa Rao, MD be appointed an Associate Member of the Board of Health.

Attached is information provided by Dr Rao when she expressed interest to join.

Thank you.



Nancy Bennotti <nbennotti@medfield.net>

For March agenda: Ramaa Rao

Stephen Resch <[REDACTED]>

Fri, Feb 16, 2024 at 2:47 PM

To: Nancy Bennotti <nBennotti@medfield.net>

Cc: "[REDACTED]"

Nancy,

Ramaa is interested in being an Associate member of BoH. Could we put that as agenda item for March 5.

Ramaa, if you could attend (zoom), that would be great.

BTW, it is possible I will be joining from Nigeria. I will likely be going there sometime that week.

Stephen

Get Outlook for Android



Nancy Bennotti <nbennotti@medfield.net>

For March agenda: Ramaa Rao

Ramaa Rao <[REDACTED]>
To: Nancy Bennotti <nbennotti@medfield.net>

Thu, Feb 22, 2024 at 5:24 PM

Hi Nancy,

Please find attached my Resumé. I had sent it earlier to Steve and Pete. Looking forward to hearing from you

Thank you,

Ramaa

[Quoted text hidden]



Ramaa Resume 2024.docx
43K

Ramaa Rao M.D., Lic. Ac

52 LedgeTree Road Medfield MA 02052 | [REDACTED]

Profile

Over four decades as a medical practitioner starting as an Anesthesiologist and adding TCM to Western Medicine to help clients. Strong commitment to volunteering services to the community. Volunteered as a Primary Care Physician with Global Brigades in South America. Looking for opportunities for volunteering my experience and interpersonal skills to keep people healthy and the community strong.

Experience

Tutor | Department of Anatomy, McGill University, Montreal Canada | 1978-1980

Anesthesiologist | Southeast Anesthesia Associates, Boston MA | 1983-1986

Anesthesia Practice Lead | Needham MA | 1986-1994

- Extensive experience in all aspects of Anesthesiology and Critical Care.
- Managed thousands of patients pre-operatively and during surgery.
- Established pain clinic for the treatment of acute and chronic pain.

Acupuncturist/Physician | Healing Touch Family Acupuncture, Medfield MA | 2000-2023

- Holistic medical practitioner using integrative medical techniques for prevention and treatment for mental, emotional and physical needs of clients.

Hospital Affiliations

- Carney Hospital, Dorchester, MA (1983-1986)
- Hahnemann Hospital, Boston, MA (1983-1986)
- Brookline Hospital, Brookline, MA (1983-1986)
- Arbor Hospital, Jamaica Plain, MA (1983-1986)
- Glover Memorial Hospital, Needham, MA (1986-1994)
- Medfield State Hospital, Medfield, MA (1995)

Education and Training

M.B.B.S. | 1977 | Kurnool Medical College, Kurnool, India

Residency in Anesthesiology | 1980 - 1983 | New York Medical College, New York

M.S. | 1997 - 2000 | New England School of Acupuncture, Watertown, MA

Certification | 2018 | Reentry and Retraining as Primary Care Physician, UCSD, San Diego CA

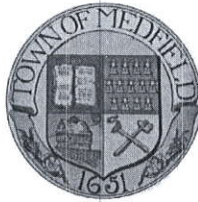
Licensure

Board of Registration in Medicine, MA | 1983 - Present |

Board of Registration in Acupuncture, MA | 2000 - Present |

Professional Associations

- American Medical Association
- American Acupuncture Association



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2024-03

STATE CONTRACT # (if applicable) _____

THIS AGREEMENT made this 26th day of **March** in the year Two Thousand and Twenty Four between **ClearSpan Fabric Structures, Inc.** with a usual place of business at **1395 John Fitch Blvd, South Windsor, CT 06074** hereinafter called the **CONTRACTOR**, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The scope of work includes the replacement of two (2) Clarifier Vinyl Covers at the Wastewater Treatment Facility as outlined in the proposal dated March 20th, 2024.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$78,962.29**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before September 30th, 2024.**

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
 - B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
 - C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.
5. Performance of the Work
- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
 - B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
 - C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same

shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

6. Quality of the Work

The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All

equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

7. 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.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

9. Payment for Work

The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$78,962.29 only after delivery, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

16. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

17. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save

the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By: 

Name: Matt Nana

Title: President

OWNER: 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 Contractor by:

Matt Niora.
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Matt Niora, authorized signatory for
name of signatory

Clearspan Fabric Structures East Inc, whose
name of contractor

principal place of business is at 703 Hebron Ave FL 3
Glastonbury Ct 06033 does hereby certify under the pains and penalties of perjury that
Clearspan Fabric Structures East 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]
Signature

3/25/24
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

See Firm Provided

ATTACHMENT

A



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1 860 760 0046 • f: 1 888 958 1393 • www.clearspan.com



Customer ID: 6077633
Quote Number: 1117356

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS

Page: 1 of 2

Quote To: TOWN OF MEDFIELD 459 MAIN ST MEDFIELD MA 02052-2009 UNITED STATES Phone: 5083595805 Sales Person: BRAD WILLIAMS Fax: 860-760-0210 BWILLIAMS@CLEARSPAN.COM	Ship To: TOWN OF MEDFIELD 459 MAIN ST MEDFIELD, MA 02052-2009 Date: 3/20/2024 Valid for 10 Days Quote Total 78,962.29
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						USD
Line	Part	Description	Expected Qty	Unit Price	Ext. Price	
1	100107	ALL NEW COVER PACKAGE FOR 65WX60L RK STRUCTURE WITH 30YEAR VINYL COVER	2.00	21,743.00	43,486.00	
2	700007	PREVAILING WAGE RATE INSTALLATION BOTH COVERS ONE TRIP	1.00	35,862.00	35,862.00	

QUOTE - Miscellaneous Charge -		
Description		Ext. Price
1.) Freight		3,954.29
2.) DISCOUNT		-4,340.00

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1 860 760 0046 • f: 1 888 958 1393 • www.clearspan.com



Customer ID: 6077633

Quote Number: 1117356

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS

Page: 2 of 2

Lines Total	79,348.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	-385.71
Quote Total	78,962.29



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2024-04

STATE CONTRACT # (if applicable) TRD01

THIS AGREEMENT made this **26th** day of **March** in the year Two Thousand and Twenty Four between **Kraft Power Corporation** with a usual place of business at **199 Wildwood, P.O. Box 2189, Woburn, MA 01888-0389** hereinafter called the **CONTRACTOR**, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

The scope of work includes the furnishing and installation of a new 300KW generator at the Wastewater Treatment Facility as outlined in the proposal dated March 20th, 2024.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$272,891.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before December 31st, 2024**.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same

shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

6. Quality of the Work

The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All

equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

7. 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.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

9. Payment for Work

The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$272,891.00 only after delivery, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

16. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

17. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

18. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save

the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Medfield Select Board

By: _____

Name: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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

ATTACHMENT

A



199 Wildwood, P.O. Box 2189, Woburn, MA 01888-0389, Tel • 781-938-9100 Fax • 781-933-7812 • www.kraftpower.com

March 20, 2024

To: Town of Medfield

Quote # 27056640

Attn: Sean O'Brien

MEDFIELD WWTP – GENERATOR REPLACEMENT - REV 1

Kraft Power Corporation is pleased to offer the following equipment for your consideration.

Qty (1) Kohler Natural Gas generator model 300REZXC rated 300kw/375kva, 277/480 Volts, 3 ϕ , 60Hz with the following equipment and accessories.

<input checked="" type="checkbox"/>	UL 2200 Listed and Labeled
<input checked="" type="checkbox"/>	Permanent Magnet Alternator
<input checked="" type="checkbox"/>	Cooling System, Unit Mounted Radiator
<input checked="" type="checkbox"/>	Engine Jacket Water Heater, 6000-Watt, 208V
<input checked="" type="checkbox"/>	Electronic Isochronous Governor
<input checked="" type="checkbox"/>	Battery Charger, 10-Amp Auto Float/Equalize
<input checked="" type="checkbox"/>	24 Volt Engine Starting Batteries w/ Battery Rack, Cables
<input checked="" type="checkbox"/>	INDOOR UNIT – CRITICAL SILENCER QTY 2
<input checked="" type="checkbox"/>	APM402 Digital Controller, NFPA 110 Level 1 w/ Run Relay, 2 In/5 Out I/O Module, Common Fault Relay
<input checked="" type="checkbox"/>	Qty (1) Unit Mounted Main Circuit Breaker: 600 Amp, 3P, 100% rated w/ Electronic LSI Trip
<input checked="" type="checkbox"/>	Qty (1) Remote Alarm Annunciator (Shipped Loose)
<input checked="" type="checkbox"/>	Qty (1) Remote Emergency Stop Button (Shipped Loose)
<input checked="" type="checkbox"/>	Flexible Fuel Line (Shipped Loose)
<input checked="" type="checkbox"/>	Initial Charges of Antifreeze and Lubrication Oil
<input checked="" type="checkbox"/>	One (1) Year Manufacturer's Warranty
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	ASCO 300 SERIES: 800-AMP ATS, NEMA 1, 3-POLE, 480-VOLT

Please be advised that this Quote is valid for 30 days. However, due to unprecedented price fluctuations of raw material and components the Manufacturer has reserved the right to provide updated pricing after 30 days through the time of release for production and final pricing will be established at that time.

Price Includes: On-site startup & commissioning services.

Price DOES NOT include any applicable federal or state sales taxes.

Factory Lead Time, After Receipt of Purchase Order, Submittal Approval & Formal Release for Production.

Generator: 30 - 31 Weeks ATS: 22 -24 Weeks

Scope of Work

- * Drain fluids, disconnect power, prepare existing generator, dismantle as needed for rigging.
- * Obtain rigger to remove the generator from the room
- * Remove generator from the site and properly dispose of the unit, proceeds from the scrap have been figured into the final price
- * Take delivery and rig into the room [1] Kohler 300KW Natural Gas generator.
- * Generator will have two breakers, one for existing load and one for future loads.
- * Install new annunciator outside of the generator room. Furnish and install extended conduits and conductors for power, start circuit, block heater and remote annunciator.
- * Replace the components of the existing Transfer Switch with new ASCO parts
- * Obtain Gas fitter to disconnect, rework and reconnect gas line.
- * Obtain Mechanical contractor to disconnect and replace engine exhaust system.
- * Obtain HVAC contractor to disconnect, rework and replace cooling exhaust system.
- * Over pour concrete housekeeping pad to fit new generator.
- * Make up final connections at generator,

1. No Permit Fee is included; we assume fee will be waived
2. All wiring to meet the requirements of the 2023 National Electrical Code.
3. No back charges for clean-up will be accepted unless prior written notice and forty-eight hours has been given to comply.

Exclusions:

1. Adequate gas pressure being available on site
2. Hazardous materials if found on site
3. Performance Bonding.
4. Sales Tax, tax exempt certificates must be received

Total Net Price: \$272,891.00 plus state sales tax if applicable

Lead-Times are best estimates only at the time of the proposal or release for production and are subject to change.

Kraft Power is not responsible for late delivery due to delays from the factory, outside vendors, freight carriers, or any other unforeseen circumstances.

Submittals, if required, will be supplied 7-10 days after receipt of P.O. for a standard generator package. Customized generator packages may take up to 7 weeks.

Terms and Conditions

- Terms as Follows: Terms Will Be Established Based Upon Credit Approval.
- This quotation is offered to meet the intent of the specifications we have reviewed and to provide high quality equipment that meets commercial standards. Kraft Power does not guarantee compliance with every governmental code that an authority having jurisdiction may deem applicable. Kraft Power will review compliance with codes upon request.
- Prices are limited to this proposal and do not include any State, Local or Federal sales tax.
- Excluded from this proposal are any unforeseen modifications to the scope of work as a result of Federal, State or Local requirements, as well as any financial penalties incurred resulting from subsequent code compliance.
- Factory lead times are estimates only, Kraft is not responsible for late deliveries due to delays from the factory.

- Deposits are non-refundable.
- A 10 to 14 Day advanced notice is required for scheduling start-up and commissioning service.
- Kohler Warranty is effective from completion of onsite testing.
- No Retainage is Allowed

Prices, terms, and conditions stated are in effect for 30 days from quote date and are subject to Kraft's standard terms and conditions of sale.

Note: Start up and test services are provided during normal working hours, Monday through Friday – 7:30 AM to 3:30 PM. If weekend testing is requested there will be additional costs.

We thank you for the opportunity and look forward to working with you on this project.

Sincerely,

Mike McKenna

Kraft Power Corporation

***This contract will include an energy demand assessment to ensure that the furnished 300Kw generator will adequately power all required systems at the Medfield WWTP.**



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2024-05

STATE CONTRACT # (if applicable) _____

This Contract is made this 26th day of March 2024 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 Truax Corp., having a usual place of business at 40 Plain Street, North Attleboro, MA 02790, hereinafter referred to as the “Contractor”.

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work to provide catch basin cleaning services and the Town has decided to award the contract therefore to the Contractor.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor’s Pricing Quotation for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program by providing catch basin cleaning services in accordance with Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town’s acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Contract Term: The Contract Term is as follows: March 26, 2024 through April 30, 2025 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall \$19.95 per catch basin cleaned (*estimated total of 2,100 catch basins x \$19.95 = \$41,895*) and material stockpiled 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 catch basin cleaning service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with and knowledgeable about federal and state statutes and regulations governing proper handling, transportation and disposal, including stockpiling, of catch basin sediment 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 to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor

within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

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

(Contractor)

Medfield Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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

ATTACHMENT

A



P O B O X 2 1 8 6 P L A I N V I L L E M A 0 2 7 6 2

5 0 8 - 3 1 6 - 0 9 7 9 - P H O N E

5 0 8 - 3 1 6 - 0 7 3 9 - F A X

W W W . T R U A X C O R P O R A T I O N . C O M

TO: ROBERT KENNEDY	FROM: MARIA GERRIOR
CATCH BASIN CLEANING - TOWN OF MEDFIELD, MA	DATE: FEBRUARY 5, 2024

Detailed below is our quote for Catch Basin Cleaning throughout the town of Medfield, MA. The pricing below includes clamshell trucks with operators to clean catch basins and stockpile sediment in town.

Service performed	Price per catch basin
CLEAN CATCH BASINS WITH CLAMSHELL TRUCK, STOCKPILE MATERIAL IN TOWN	\$19.95

This quote approved by:

Lloyd M. Oruax
Lloyd M. Oruax – President

2/5/2024
Date



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **26th** day of **March** in the year Two Thousand and Twenty Four between **Rise Engineering** with a usual place of business at **1341 Elmwood Avenue, Cranston, RI 02910** hereinafter called the **CONTRACTOR**, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's Proposal (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 Work

The scope of work includes the removal of (6) existing Roof Top Units (RTU's) at the Medfield Public Library and replacing with:

- (3) 7.5-ton Lennox Enlight heat pump roof top unit with economizer and backup gas heat,
 - (2) 5-ton Lennox Enlight heat pump roof tip units with economizer and backup gas heat,
 - (1) 4-ton Lennox Enlight heat pump roof tip units with economizer and backup gas heat
- as outlined in the proposal dated March 5th, 2024.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of:**

any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and re

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the

Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
6. **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.
7. **Wage Rates**
- Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor as outlined in the proposal dated March 5th, 2024, in the amount of **\$ 32,918.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the

termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Medfield

By: _____

Name: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **26th day** of March in the year Two Thousand and Twenty Four between **Norel Service Co., Inc.** with a usual place of business at **230 Second Avenue, Waltham, MA 02451** hereinafter called the **CONTRACTOR**, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's Proposal (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 Work

The scope of work includes supplying all labor, materials and equipment necessary to replace 250 sprinkler heads at the Medfield Public Library as outlined in the proposal dated February 9th, 2024.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$27,302.93.**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before October 31st, 2024.**

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
 - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in

its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

- D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and re

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or

injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. **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.

7. **Wage Rates**

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. **Payment for Work**

The Town shall pay the Contractor as outlined in the proposal dated February 9th, 2024, in the amount **of \$27,302.** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis.

The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

OWNER: Town of Medfield

By: _____

Name: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

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



QUOTE #:

NORQ18752

DATE:

Feb 9, 2024

230 2nd Avenue , Suite 2,
Waltham, MA 02451-1123

Phone: 781-768-5500
Fax: 781-768-5502

**Prepared For:**

Wayne Langille
Medfield Town Building
468 Main Street
Medfield, MA 02052
USA

Site Address:

Wayne Langille
Medfield Town Building
468 Main Street
Medfield, MA 02052
USA

Prepared By:

Matt Schmetz
mschmetz@norelservice.com
781-768-5500 ext. 122

Phone: (339)-206-9722

Mobile:

Email: WLangille@Medfield.net

Bldg/Job: Building

Site Phone: (339)-206-9722

P.O. Number**Payment Terms****Valid Through**

Please see attached Terms & Conditions

Feb 19, 2024

Norel Service proposes to replace 250 Recalled sprinkler heads at 468 Main St in Medfield, MA.

Any additional sprinkler head above the 250 recalled ones will be an additional cost and billed on a time and material basis.

Scope of Work:

- 1) Perform the work described above.
- 2) Work to be performed off hours Monday-Friday 7 AM – 3 PM excluding holidays.

The following (if applicable) are excluded:

Shipping, expediting fees, Sales Tax, Cutting/Core Drilling Concrete/Patching/Painting, Engineering/Design/Affidavits/Wet Stamps, 241 life safety plan, City Water Isolation and fees, Municipal Building Department Fees, Fire Department Paid Detail, Remediation/Disposal of Hazardous Materials, Locating or Repair to Main Gate Valve for City Shutdown, replacement antifreeze for antifreeze system.

All inspections (fire department/ Building department) will be performed on a time and material basis if required.

If unseen components are defective, Norel will send an additional quote to offset the extra cost.

This price is subject to change due to additional requirements imposed by the Authority Having Jurisdiction or Fire Protection Engineer.

Norel Service Company reserves the right to use the services of a subcontractor as needed.

Due to market volatility and supply change logistics, this proposal is only valid for ten days and is subject to change after it expires.

Please contact me if I can be of further assistance:

Matt Schmetz
mschmetz@norelservice.com
774-254-4355 (cell)
781-768-5500 (office)

SubTotal	\$27,302.93
Tax	\$0.00
TOTAL	\$27,302.93

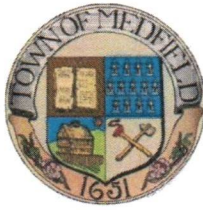
Deposit Required \$0.00

Medfield Town Building

Signature

Date:

Name (Print)



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **26th** day of **March** in the year Two Thousand and Twenty Four between **Suburban Glass & Mirror Co.** with a usual place of business at **60 Powdermill Road, Acton, MA 01720** hereinafter called the **CONTRACTOR**, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

The Contract Documents consist of this Agreement together with the Contractor's Proposal (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 Work

The scope of work includes supplying all labor, materials and equipment necessary to fill all voids in the basement ceiling of the Parks and Recreation Building. Larger openings are to be patched with fire rated sheetrock, smaller openings are to be patched with fire rated wool. Work includes cutting and patching around any existing conduits or devices on the ceiling.

Work to be completed as outlined in proposal dated February 7th, 2024

3. Contract Price

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The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$7,840.00.**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before June 1st, 2024.**

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
 - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend

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to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and re

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- H. **Protection of the Work and Owner's Property:** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
6. **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.
7. **Wage Rates**
- Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.
8. **Payment for Work**

The Town shall pay the Contractor as outlined in the proposal dated February 7th, 2024, in the amount of \$7,840 in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

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CONTRACTOR: Shubert Glass
+ Miller Co., Inc

OWNER: Town of Medfield

By: 

Name: Danny Lundy

Title: General Manager

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Danny Landry
Print Name
General Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Danny Landry, authorized signatory for
name of signatory

Suburban Glass + Mirror Co., Inc, whose
name of contractor

principal place of business is at 60 Powdermill Rd Andover, MA 01720.

Danny Landry does hereby certify under the pains and penalties of perjury that

Suburban Glass + Mirror Co., Inc has paid all
name of contractor

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

03/22/2024

Signature Date



EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

3/22/2024

The undersigned, being the Shareholders of Shubon & Co. 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.

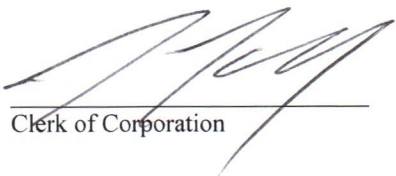
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the 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, Chloe Graf 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 22 March, 2024


Clerk of Corporation

SEAL



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Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Proposal

81699

Date: 02/07/2024

Billed To: Town of Medfield
459 Main St
Medfield MA 02052

Job # 37553
Project: 124 North St
Rec Center Basement Ceiling Repairs
Medfield MA
Amy Colleran
508-906-3068

This quote is valid until: 03/12/2024

Scope:

SGM will supply labor and materials to fill openings in the basement ceiling as discussed. We will cut to size and adhere fire rated sheet rock, to cover the larger openings in the ceiling. We will also insert fire rated wool to fill the small openings. We will cut the sheet rock around the existing conduits. Upon job completion we will clean the area of any debris.

NOTE: As discussed, there is no mudding or painting covered in this proposal.

Labor: \$5,880.00
Materials: \$1,650.00
Permit: \$310.00
Total: \$7,840.00

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:

Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation insurance. This price is valid for thirty (30) days.

Total	7,840.00
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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Schedule Z – Additional Information Required for Net Metering Service

Please fill out the form completely.

Host Customer Name: Town of Medfield (DPW Building) Telephone: _____

Address of Facility: 17 Dale Street, Pole 5/11, Medfield, MA 02052
(also known as 55 North Meadows Road, Medfield, MA 02052)

Billing Account Number: 2902 307 0021 (aka 4000-466-7339)

Meter Number: 8503578 Application ID Number: HISTEX-69450

Is the Host Customer a: ☒ Municipality _____ Other Governmental Entity _____

If so, attach a copy of DPU issued Public Entity certification form.

A) Is the Host Customer applying for net metering service an electric company, generation company, aggregator, supplier, energy marketer, or energy broker, as those terms are used in M.G.L. c. 164, §§ 1 and 1F and 220 C.M.R. §11.00?

☒ No
☐ Yes (you are not eligible for net metering service)

NOTE: Definitions are:

“Aggregator” means an entity which groups together electricity Customers for retail sale purposes, except for public entities, quasi-public entities or authorities, or subsidiary organizations thereof, established under the laws of the commonwealth. G.L. c. 164, § 1.

“Electric company” means a corporation organized under the laws of the commonwealth for the purpose of making by means of water power, steam power or otherwise and for selling, transmitting, distributing, transmitting and selling, or distributing and selling, electricity within the commonwealth, or authorized by special act so to do, even though subsequently authorized to make or sell gas; provided, however, that electric company shall not mean an alternative energy producer; provided further, that a distribution company shall not include an entity which owns or operates a plant or equipment used to produce electricity, steam and chilled water, or an affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and nonprofit educational institutions, and where such plant or equipment was in operation before January

Issued by: **Craig A. Hallstrom**
President

Filed: **January 16, 2018**
Effective: **February 1, 2018**

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

1, 1986; and provided further, that electric company shall not mean a corporation only transmitting and selling, or only transmitting, electricity unless such corporation is affiliated with an electric company organized under the laws of the commonwealth for the purpose of distributing and selling, or distributing only, electricity within the commonwealth. G.L. c. 164, § 1.

“Generation company” means a company engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public. G.L. c. 164, § 1.

“Host Customer” means a Customer with a Class I, II, or II Net Metering Facility that generates electricity on the Customer’s side of the meter.

“Nameplate Capacity” means, for the purposes of calculating net metering capacity only, the nominal capacity of a system that reflects normal operating conditions, and not maximum operating conditions.

“Supplier” means any supplier of generation service to retail Customers, including power marketers, brokers and marketing affiliates of distribution companies, except that no electric company shall be considered a supplier. G.L. c. 164, § 1.

For the terms “energy marketer” and “energy broker,” please use the definition for “Electricity Broker,” which means an entity, including but not limited to an Aggregator, which facilitates or otherwise arranges for the purchase and sale of electricity and related services to Retail Customers, but does not sell electricity. Public Aggregators shall not be considered Electricity Brokers. 220 C.M.R. 11.02.

B) If applying for Net Metering as an Agricultural Net Metering Facility, please answer the following questions:

1) Is the Agricultural Net Metering Facility operated as part of an agricultural business?

☐ Yes

☐ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

2) Has the Commissioner of the Department of Agriculture recognized the business as an agricultural business?

☐ Yes

☐ No

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

3) Is the Agricultural Net Metering Facility located on land owned or controlled by the agricultural business mentioned in Item B.1 above?

☐ Yes

☐ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

4) Is the energy from the Agricultural Net Metering Facility used to provide electricity to metered accounts of the agricultural business mentioned in Item B.1 above?

☐ Yes

☐ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

C) If applying for neighborhood net metering, please answer the following questions:

1) Are all participants served by the same distribution company? ☐ Yes ☐ No

2) Are all participants served by the same ISO-NE load zone? ☐ Yes ☐ No

3) Do all participants reside in the same municipality? ☐ Yes ☐ No

NOTE: If any of the answers to the questions in Item C are no, then the facility is ineligible for neighborhood net metering unless granted an exception by the Department of Public Utilities under 220 C.M.R. §18.09(6).

D) Please indicate how the Host Customer will report to the Company the amount of electricity generated by the net metering facility. The information is due twice each year: (1) by January 31 for the prior year's generation; (2) by September 30 for the year-to-date generation:

☐ Provide the Company access to their ISO-NE GIS account

☒ Provide the Company access to their metering or inverter data

☐ Provide the Company with a report in writing of the generation by January 31 and again on September 30 each year

E) For any Billing Period in which the Host Customer earns Net Metering Credits, please indicate how the Distribution Company will apply them:

☐ Apply all of the Net Metering Credits to the account of the Host Customer (Skip Items F and G)

☐ Allocate all the Net Metering Credits to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)

☒ Both apply a portion of the Net Metering Credits to the Host Customer's account and allocate a portion to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)

**Issued by: Craig A. Hallstrom
President**

**Filed: January 16, 2018
Effective: February 1, 2018**

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

F) If the Host Customer has a Class III Net Metering Facility, please indicate below the range that best represents the number of eligible Customer accounts to which Net Metering Credits would be allocated. Alternatively, please complete Item G. This information will allow the Company to exercise its option to purchase Net Metering Credits from the Host Customer rather than allocating such credits.

The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the Host Customer each Billing Period, unless otherwise agreed in writing by the Host Customer and Company. If the Company elects to allocate Net Metering Credits, the Host Customer must complete Item G and submit the revised Schedule Z to the Company.

- ____ Allocate Net Metering Credits to fewer than 50 eligible Customer accounts (Skip Item G)
____ Allocate Net Metering Credits to 100 or fewer eligible Customer accounts (Skip Item G)
____ Allocate Net Metering Credits to more than 100 eligible Customer accounts (Skip Item G)

G) Please state the total percentage of Net Metering Credits to be allocated.

100 % Amount of the Net Metering Credit being allocated. The total amount of Net Metering Credits being allocated shall not exceed 100 %. Any remaining percentage will be applied to the Host Customer's account.

Please identify each eligible Customer account to which the Host Customer is allocating Net Metering Credits by providing the following information (attach additional pages as needed):

NOTE: If a designated Customer account closes, the allocated percentage will revert to the Host Customer's account, unless otherwise mutually agreed in writing by the Host Customer and the Company.

Customer Name: Town of Medfield (Wheelock School)

Service Address: 29 Elm Street, Medfield, MA

Billing Account Number: 2570-429-1001

If public entity, DPU Public Classification ID: _____

Amount of Net Metering Credit Allocated: 50 %

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President**

**Filed: January 16, 2018
Effective: February 1, 2018**

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____

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STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Amount of Net Metering Credit Allocated: _____ %

H) The Company may elect to seek to obtain capacity payments from ISO-NE for the electricity generated by Class II and III Net Metering Facilities. The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will assert title to the right to seek those capacity payments. If the Company elects to assert title to those capacity payments, the Company will include any capacity payments received from ISO-NE in the Company's annual Net Metering Recovery Surcharge reconciliation.

I) The terms of this Schedule Z shall remain in effect unless and until the Host Customer executes a revised Schedule Z and submits it to the Company. Unless otherwise required herein or mutually agreed to in writing by the Host Customer and the Company, a revised Schedule Z shall not be submitted more than twice in any given calendar year.

J) A signature on the application shall constitute certification that (1) the Host Customer has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the Host Customer; and (3) the Host Customer possesses full power and authority to sign the application.

Host Customer (Signature)

Host Customer (Print)

Date

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Informational

Impact of non-compliance with MBTA Communities Act Zoning *on the Medfield State Hospital Project*

PREVIOUS EFFORTS AT THE MSH

- Land disposition represents 25 years of Town planning efforts
- TFI included the MassWorks Infrastructure Program as a funding source for non-existent subsurface utilities in its RFP response
- The hazardous materials present in the buildings represent a \$20M liability for the Town
- In 2023, the Commonwealth granted a combined \$5M from MassWorks (renamed HousingWorks) and the Underutilized Properties Program to the Town for the Project
 - This is 10% of the total financing needed but shows important momentum
- MSH Project will push Medfield well above 10% of its Subsidized Housing Inventory (SHI) and put the Town in Safe Harbor from future 40B projects
- MSH Project will contribute up to \$675K annual, net new tax revenue to the Town
 - First time the property has contributed to the Medfield tax base in history

IF THE TOWN IS NON-COMPLIANT

- State Hospital Project is ineligible for the remaining \$25.5M need for public roadways and subsurface utilities financing and \$19.5M in HazMat remediation financing
 - **Project will no longer be financially viable**
- Town retains 20M liability of hazardous materials
- Buildings continue to degrade and present health & safety risk
- Medfield SHI <10%, Town is subject to 40B developments
- Town will forfeit up to \$675k in annual tax revenue from MSH Project
 - Town is also ineligible for \$10M in annual operating subsidies from Commonwealth grants

