



Select Board Meeting
Meeting Packet
May 6, 2024



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT: MEDFIELD 2024-2

STATE CONTRACT # (if applicable) _____

This Contract is made this 6th day of May, 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 McKechnie Associates Inc. with a usual place of business at P.O. Box 211 Medfield, MA 02052 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform lawn mowing and landscaping services, hereinafter referred to as the "Program" 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 (Attachment A) and Attachment D identifying the areas to be cut. 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 lawn mowing and landscaping services related to the Program in accordance with the Scope of Services provided in Attachment A as illustrated on Attachment D, 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.

5. Contract Term: The Contract Term is as follows: April 30, 2024 through October 31, 2024. The Town's Financial liability beyond the current fiscal year is subject to annual legislative appropriation of funding.
6. Payment for Work: The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on April 4, 2024 (Attachment A) in the amount of \$39,050 or \$3,550 per cut. 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 lawn mowing and landscaping service professionals in the area at the time services are provided.
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 a 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: McKechnie Associates Inc

Paul D. McKechnie Jr.

By: Paul mckechnie

Title: President

Town of Medfield, by its Select Board:

Attachment A

Bid Sheet

Duration of Services Requested: May 1, 2024 to October 31, 2024

Lawn Mowing at the Medfield State Hospital Campus, as identified on the Map for Lawn Mowing Services (Attachment D)

May 2024 (2 Cuts)	\$ <u>7,100.00</u>
June 2024 (2 Cuts)	\$ <u>7,100.00</u>
July 2024 (2 Cuts)	\$ <u>7,100.00</u>
August 2043 (2 Cuts)	\$ <u>7,100.00</u>
September 2024 (2 Cuts)	\$ <u>7,100.00</u>
October 2024 (1 Cut)	\$ <u>3,550.00</u>
Total Quotation for Lawn Mowing	\$ <u>39,050.00</u>

Option 1: Price per cut for additional cuts	\$ <u>3,550.00</u>
Option 2: Hourly Rate for Additional Services	\$ <u>85.00/mnh</u>

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Paul McKechnie
(print name)

Signed: Paul D. McKechnie Jr.

Contact Person (Name and Title): Paul McKechnie - President

Company Name: McKechnie Associates Inc.

Address: P.O Box 211 Medfield, MA 02052

Telephone: c: 508.202.3646

E-mail: paul@mckechnieinc.com

Medfield Request for Written Quotations – Lawn Mowing services at the former Medfield State Hospital



Town of Medfield
Request for Written Quotations
Lawn Mowing Services at the former Medfield State Hospital

General Information:

- A. The Town of Medfield is seeking written quotations for lawn mowing services for the former Medfield State Hospital, Hospital Road, Medfield, MA 02052.
- B. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.
- C. Contracts are subject to the approval of the Select Board.
- D. Written quotations must be submitted by email to Brittney Franklin at bfranklin@medfield.net by 5 pm on Thursday, April 4, 2024.
- E. The Town reserves the right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- F. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.
- G. The Town's financial liability beyond the current fiscal year is subject to the annual legislative appropriation of funding.

The contractor must be able to meet the following requirements:

1. Successful contractor must be able to commence work as soon as weather permits.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work that is required under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.
4. The proposal must be signed by an individual authorized to enter into a contract with the Town. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term “members of firm”, use the term “doing business as _____,” or “Sole Owner.”
5. The contractor to whom the contract is awarded will be required to execute the Town’s standard contract within ten (10) days from the date that they are notified of the award. In case of failure to do so, they will be considered as having abandoned the contract.
6. The contractor shall comply with the Town’s Standard Contract, enclosed as Attachment E. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town’s Standard Contract.

Project Description:

1. Trained personnel using current, acceptable horticultural and lawn care practices shall perform all landscape maintenance and land management services.
2. Contractor shall provide all equipment necessary to perform the work herein; grass cutting machines and associated equipment shall be appropriate for the size of area and standard of finish.
3. All areas to be inspected by the Contractor before work.
4. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, Assistant Town Administrator, or Director of Public Works.
5. During landscape operations all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to ensure the safety of the Contractor’s employees, the Town employees and the general public.

6. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor's expense.
7. Please see Attachment D - Map for Lawn Mowing Services at the former Medfield State Hospital for mowing areas included in this project.
8. During mowing season Lawn areas shall be mowed at a maximum height of 4" and a minimum height of 3" throughout the mowing season. All mower blades will be kept sharp.
9. Additional landscaping projects on the site may be requested by the Town of Medfield and the contractor shall provide an hourly rate to complete said additional services.
10. Mowing operations include trimming around all obstacles, removing debris from walkways and parking areas. Care shall be taken not to cause any damage or girdle any trees or shrubs with trimming equipment.
11. Mowing shall take place over the entire area to include weeds, nettles, and all growth of a non woody nature. Soft vegetative growth such as clover where it falls within large grassed areas shall be deemed to be part of the contract.
12. Mowing shall take place on the full area of grass up to paving, fencing, existing tree lines and other boundaries. String trimmers should be used in areas where mowers cannot cut.
13. Contractor shall allow in his rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches within the area to be cut.
14. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
15. In drought conditions the height of the cut will be stipulated by the Medfield Department of Public Works. No additional payments will be made for variation in the height from normal specified height. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting divots from the machine rollers or cutters. Should wet conditions persist and additional operations are required to cut the grass the Contractor shall submit a revised cutting schedule for approval. No payments shall be made when cutting conditions are suspended due to inclement weather or adverse conditions.
16. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.

Attachment B

Certificate of Non-Collusion

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

Paul D. McKechnie Jr.

Signature of person submitting
contract/bid

April 04, 2024

Date

McKechnie Associates Inc

Name of Business

Attachment C

Certificate of Tax Compliance

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


*Social Security Number or
Federal Identification Number*

McKechnie Associates Inc

*Signature of Individual or Corporate
Name*

Paul McKechnie Jr.
Corporate Officer (if applicable)

Attachment D

Map for Lawn Mowing Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below. All areas must be mowed up to paving, fencing, existing tree lines, and other boundaries. String trimmers should be used in areas where mowers cannot cut.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomproller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052		Business Mailing Address: 1 Ashburton Pl. Room 2101, Boston, MA 02108	
Contract Manager: Kristine Trierweiler	Phone: 508-906-3011	Billing Address (if different):	
E-Mail: ktrierweiler@medfield.net	Fax:	Contract Manager: Joseph Harrington	Phone: 617-352-2555
Contractor Vendor Code: VC6000191876		E-Mail: Joseph.D.Harrington@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 24FRWRDERMKMEDFIELD1 Reporting Code: CSFHEDLED RFR/Procurement or Other ID Number: Ch. 268 Acts of 2022	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <ul style="list-style-type: none"> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget) 		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ___, 20___. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <ul style="list-style-type: none"> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget) 	

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): [Commonwealth Terms and Conditions](#) [Commonwealth Terms and Conditions For Human and Social Services](#) [Commonwealth IT Terms and Conditions](#)

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under [815 CMR 9.00](#).

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). \$ 170,000.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)) only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract is to fund the project designated in Chapter 268 of the Acts of 2022 Economic Development Bill to promote economic development, strengthen health and human services, advance clean energy, expand affordable housing, and invest in local communities, businesses, and workers: Account #:1599-6090 – “provided further, that not less than \$170,000 shall be expended for a downtown facade improvement program in the town of Medfield”

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

2. may be incurred as of 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

3. were incurred as of 20, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2026, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 2107](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____
Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Captured At Time of Signature)

Print Name: _____
Print Title: _____



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
 CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Date:

 Signature

Title: _____ Telephone: _____

Fax: _____ Email: _____

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

Coronavirus State Fiscal Recovery Fund (FRF) Contract Addendum

(Assistance Listing Number 21.027)

Notice: The contract, agreement, statement of work, or purchase order ("Contract") **Town of Medfield** (Contractor") and the Massachusetts Executive Office of Economic Development to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), which established the Coronavirus State Fiscal Recovery Fund ("FRF").

In accordance with ARPA, the U.S. Department of the Treasury's regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Contractor in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form and Commonwealth Terms and Conditions. In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor's principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters into under this award.
 - d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to EOHEd on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 1. Such disclosure shall be made in writing to EOHEd within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by EOHEd. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to EOHEd, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).**
- a. Pursuant to 2 CFR §200.216, EOHEd is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
 - d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by EOHED.
- b. Contractor is responsible for the submission of such performance reports to EOHED as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to EOHED as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

6. Remedies for Contract Violation. *[Required for contracts exceeding \$250,000]* Should the Contractor violate of any of the terms of the Contract, EOHED may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). *[Required for contracts exceeding \$100,000 that involve the employment of mechanics or laborers]* To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* EOHED shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of EOHED and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. *[Required for contracts exceeding \$150,000]*

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Contractor agrees to report each violation to EOHED and understands and agrees that EOHED will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

9. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). *[Required for contracts exceeding \$100,000]*

The Contractor certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

- amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Non-Discrimination. The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

13. Maintenance of and Access to Records.

- a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.
- b. The Contractor shall make available to EOHED, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

Medfield Police Department Event Request



Organization	SOCES OF MEDFIELD
Anticipated Police/Fire/EMS/DPW Needs	4 officers for traffic detail at various locations along a road race course.
(Costs for Details Will Be Provided Prior to Event)	SOCES OF MEDFIELD/ New Life 5K/10K RACE
Organization Contact Names and Numbers	<ul style="list-style-type: none"> • ADAM GRABER • RICK PURNELL • <ul style="list-style-type: none"> • 617-459-7906 • 508-847-5200 •
Anticipated Road Closures	NONE
Any Handicap Accessible Needs for Event	NO
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	10-12 VOLUNTEERS FOR COURSE MARSHALLS
Resources Provided by Organization (Number of Volunteers)	
Special Licensing Requirements Including Alcohol Permit Requests	NO
Event Summary	A 5K & 10K RUN THROUGH MEDFIELD STARTING & ENDING @ THE MEDFIELD STATE HOSPITAL
Will Tents/Barricades/Security Personnel Be Used	NO
Dimensions/Company Names and Contact Information	
Please Provide Site or Route Information for Parades/Road Races Etc.	SOES ATTACHED TO EMAIL

New Life/ Soles of Medfield 5K/10K

5/11/2024

9:00 AM

MEDFIELD STATE HOSPITAL
BELFORGE ARTS CENTER

120

ROAD RACE

FINAISER

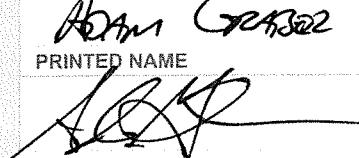
Food Service
List Company
Name and Contact
Number

Trash Removal

The Event
Organizer Will Be
Responsible for
Removal of All
Trash

Please Identify
How Recycled
Items Will Be
Collected and
Disposed Of

PRINTED NAME



SIGNATURE

5/1/2024

DATE

PRINTED NAME

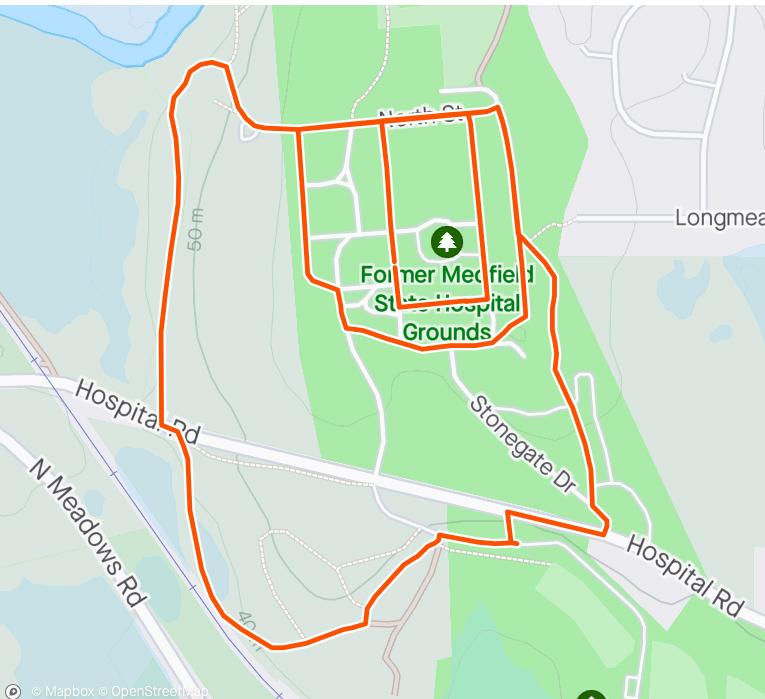
CLIENT

SIGNATURE

DATE

SIGNATURES

New Life/Soles 5k 2024 (2)

<https://www.strava.com/routes/3203496175620852988>3.1 mi
Distance132 ft
Elevation Gain31:42
Est. Moving Time

Route recommendations may be incomplete and/or inaccurate and may contain sections of private land and/or sections of terrain that could be challenging or hazardous. Always use your best judgement about the safety of road and trail conditions and follow traffic and property laws.

DIRECTION	DISTANCE
Proceed onto West Street	0.0 mi
Left onto Chapel Street	0.0 mi
Proceed onto Chapel Street	0.1 mi
Left onto East Street	0.1 mi
Proceed onto East Street	0.2 mi
Left onto North Street	0.3 mi
Proceed onto North Street	0.4 mi

DIRECTION

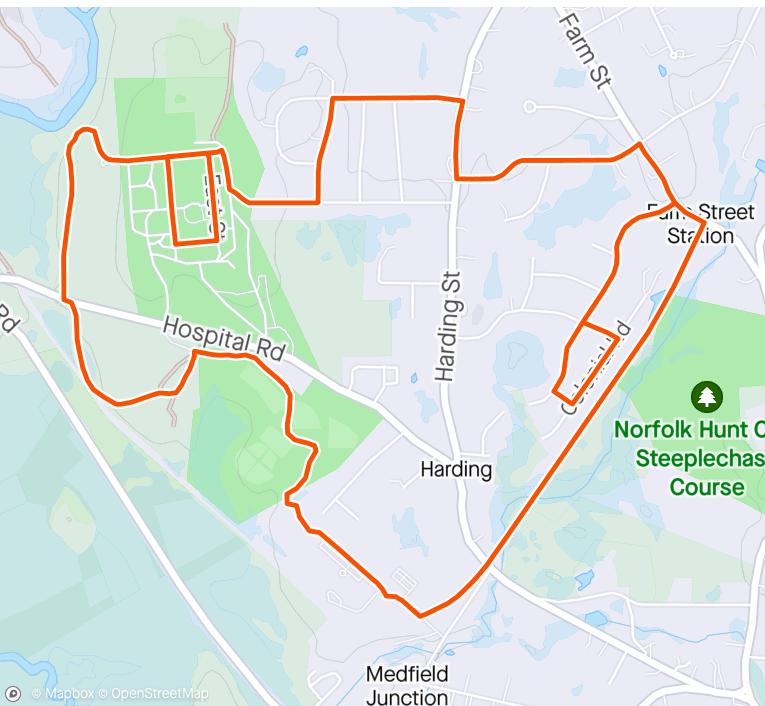
DISTANCE

Proceed onto off-road waypoint. No data available	0.4 mi
Continue on Charles River Link Trail	0.5 mi
Proceed onto Charles River Link Trail	0.5 mi
Proceed onto Charles River Link Trail	0.8 mi
Left onto Hospital Road	0.9 mi
Proceed onto off-road waypoint. No data available	0.9 mi
Proceed onto off-road waypoint. No data available	1.0 mi
Proceed onto off-road waypoint. No data available	1.1 mi
Proceed onto off-road waypoint. No data available	1.2 mi
Proceed onto off-road waypoint. No data available	1.4 mi
Proceed onto off-road waypoint. No data available	1.4 mi
Proceed onto Hospital Road	1.5 mi
Proceed onto Stonegate Drive	1.6 mi
Continue on Cottage Street	1.6 mi
Proceed onto Cottage Street	1.7 mi
Proceed onto Cottage Street	2.0 mi
Left onto North Street	2.0 mi
Proceed onto North Street	2.0 mi
Left onto Garden Street	2.2 mi
Proceed onto off-road waypoint. No data available	2.3 mi
Proceed onto off-road waypoint. No data available	2.3 mi
Continue on Garden Street	2.3 mi

DIRECTION	DISTANCE
Continue on Service Drive	2.4 mi
Proceed onto Service Drive	2.4 mi
Left onto South Street	2.4 mi
Proceed onto South Street	2.4 mi
Continue on Tower Street	2.5 mi
Proceed onto Tower Street	2.6 mi
Proceed onto Tower Street	2.6 mi

DIRECTION	DISTANCE
Continue on Cottage Street	2.7 mi
Left onto North Street	2.8 mi
Left onto West Street	2.9 mi
Proceed onto West Street	2.9 mi
Make a U-turn onto West Street	2.9 mi
Proceed onto West Street	3.0 mi
Arrive at Finish	3.1 mi

Final Soles 10k 24

<https://www.strava.com/routes/3082275258668583882>6.4 mi
Distance251 ft
Elevation Gain1:05:29
Est. Moving Time

Route recommendations may be incomplete and/or inaccurate and may contain sections of private land and/or sections of terrain that could be challenging or hazardous. Always use your best judgement about the safety of road and trail conditions and follow traffic and property laws.

DIRECTION	DISTANCE
Proceed onto West Street	0.0 mi
Proceed onto Chapel Street	0.0 mi
Proceed onto East Street	0.1 mi
Proceed onto North Street	0.2 mi
Right onto Cottage Street	0.3 mi
Proceed onto Cottage Street	0.3 mi
Left onto North Street	0.3 mi

DIRECTION

DISTANCE

Proceed onto off-road waypoint. No data available	0.5 mi
Proceed onto off-road waypoint. No data available	0.5 mi
Proceed onto off-road waypoint. No data available	0.6 mi
Proceed onto Charles River Link Trail	0.6 mi
Proceed onto Charles River Link Trail	0.7 mi
Proceed onto Charles River Link Trail	0.8 mi
Proceed onto Charles River Link Trail	1.0 mi
Left onto Hospital Road	1.0 mi
Proceed onto off-road waypoint. No data available	1.0 mi
Proceed onto off-road waypoint. No data available	1.1 mi
Proceed onto off-road waypoint. No data available	1.3 mi
Proceed onto off-road waypoint. No data available	1.3 mi
Proceed onto off-road waypoint. No data available	1.4 mi
Proceed onto off-road waypoint. No data available	1.5 mi
Proceed onto Bay Circuit Trail	2.1 mi
Proceed onto Bay Circuit Trail	2.2 mi
Continue on Ice House Road	2.3 mi
Proceed onto Ice House Road	2.3 mi
Proceed onto Ice House Road	2.4 mi
Make a U-turn onto Ice House Road	2.4 mi
Left onto Bay Colony Rail Trail	2.4 mi
Proceed onto Bay Colony Rail Trail	2.5 mi

DIRECTION	DISTANCE
Proceed onto Bay Colony Rail Trail	2.6 mi
Proceed onto Farm Street	3.4 mi
Left onto Blacksmith Drive	3.5 mi
Proceed onto Blacksmith Drive	3.5 mi
Proceed onto Blacksmith Drive	3.7 mi
Left onto Marlyn Road	3.8 mi
Proceed onto Colonial Road	3.9 mi
Proceed onto Colonial Road	4.0 mi
Right onto Hutson Road	4.0 mi
Proceed onto Blacksmith Drive	4.1 mi
Proceed onto Blacksmith Drive	4.3 mi
Proceed onto Blacksmith Drive	4.5 mi
Continue on Farm Street	4.6 mi
Proceed onto Farm Street	4.6 mi
Proceed onto Farm Street	4.7 mi
Make a U-turn onto Farm Street	4.8 mi

DIRECTION	DISTANCE
Left onto Hickory Drive	4.8 mi
Proceed onto Hickory Drive	5.0 mi
Proceed onto Hickory Drive	5.2 mi
Right onto Harding Street	5.2 mi
Left onto Evergreen Way	5.4 mi
Proceed onto Evergreen Way	5.6 mi
Left onto Spring Valley Road	5.7 mi
Proceed onto Spring Valley Road	5.7 mi
Right onto Longmeadow Road	5.9 mi
Proceed onto Cottage Street	6.1 mi
Proceed onto Cottage Street	6.1 mi
Left onto North Street	6.1 mi
Proceed onto North Street	6.2 mi
Left onto West Street	6.3 mi
Proceed onto West Street	6.3 mi
Arrive at Finish	6.4 mi