



Select Board Meeting
Meeting Packet
June 25, 2024

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
Planning Board					
	Doug Larence, <i>Associate</i>	Reappoint	1 year term	2024	
	Corinne Schieffer, <i>Associate</i>	Appoint	1 year term	2024	
Town Counsel					
	Mark G. Cerel	Reappoint	3 year term	2024	
Town Administrator					
	Kristine Trierweiler	Reappoint	3 year term	2024	
Treasurer/Collector					
	Georgia K. Colivas	No Action Required	3 year term	2025	
Director of Public Works					
	Maurice Goulet	No Action Required	3 year term	2025	
Town Accountant					
	Andrew Foster	No Action Required	3 year term	2025	
Fire Chief					
	William Carrico	No Action Required	3 year term	2025	
Police Chief					
	Michelle Guerette	Reappoint	3 year term	2024	
Deputy Police Chief					
	Barry McGrath	No Action Required	3 year term	2026	
Sergeants					
	Daniel Burgess	Reappoint	1 year term	2024	
	Francis Thisse	Reappoint	1 year term	2024	
Police Officers					
	Garrett Ledbetter	Reappoint	1 year term	2024	
	Michael Downing	Reappoint	1 year term	2024	
	Daniel Neal	Reappoint	1 year term	2024	
	John McKenna	Reappoint	1 year term	2024	
	Jonathan Plant	Reappoint	1 year term	2024	
	James Moses	Reappoint	1 year term	2024	
	Dylan Haldiman	Reappoint	1 year term	2024	
	Nicolas Yaskoff	Reappoint	1 year term	2024	
	William Crisafulli	Reappoint	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Ingrid Sena	Reappoint	1 year term	2024	
	Timothy Reilly	Reappoint	1 year term	2024	
	Peter Braswell	Reappoint	1 year term	2024	
	Robert Hain	Reappoint	1 year term	2024	
School Resource Officer					
	Dylan Haldiman	Reappoint	1 year term	2024	
Constables and Keepers of the Lockup					
	Daniel Burgess	Reappoint	1 year term	2024	
	Francis Thisse	Reappoint	1 year term	2024	
	Garrett Ledbetter	Reappoint	1 year term	2024	
	Michael Downing	Reappoint	1 year term	2024	
	Daniel Neal	Reappoint	1 year term	2024	
	John McKenna	Reappoint	1 year term	2024	
	Jonathan Plant	Reappoint	1 year term	2024	
	James Moses	Reappoint	1 year term	2024	
	Dylan Haldiman	Reappoint	1 year term	2024	
	Nicolas Yaskoff	Reappoint	1 year term	2024	
	William Crisafulli	Reappoint	1 year term	2024	
	Ingrid Sena	Reappoint	1 year term	2024	
	Timothy Reilly	Reappoint	1 year term	2024	
	Peter Braswell	Reappoint	1 year term	2024	
	Robert Hain	Reappoint	1 year term	2024	
Special Police Officers					
	Sandra Burton	Reappoint	1 year term	2024	
	Thomas Hamano	Reappoint	1 year term	2024	
	James Lopez	Reappoint	1 year term	2024	
	Wayne Sallale (Ret.)	Reappoint	1 year term	2024	
Animal Control Officer					
	Jennifer Cronin	Reappoint	1 year term	2024	
	Robert LaPlante (Part-time)	Reappoint	1 year term	2024	
Traffic Supervisors (Crossing Guards)					
	Angela Brown	Reappoint	1 year term	2024	
	Lisa Visser	Reappoint	1 year term	2024	
	Jennifer Disinger	Reappoint	1 year term	2024	
	Joanne O'Rourke	Reappoint	1 year term	2024	
	Melissa Sawyer	Reappoint	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
Affordable Housing Trust					
	Newton Thompson	Reappoint	2 year term	2024	
	Eric Lavin	Reappoint	2 year term	2024	
	Joseph Hunt	Reappoint	2 year term	2024	
	Michael Marcucci	Reappoint	2 year term	2024	
	Eileen Murphy	No Action Required	2 year term	2025	
	Ann Thompson, <i>Associate</i>	No Action Required	1 year term	2025	
	Kerry McCormack	No Action Required	2 year term	2025	
ADA Coordinator					
	Kristine Trierweiler	Reappoint	1 year term	2024	
ADA Review Committee					
	Maurice Goulet	Reappoint	1 year term	2024	
	Facilites Director, <i>vacant</i>	Reappoint	1 year term	2024	
	Tina Consentino	Reappoint	1 year term	2024	
	Ann Thompson, <i>ex officio</i>	Reappoint	1 year term	2024	
	William Carrico	Reappoint	1 year term	2024	
	Kristine Trierweiler	Reappoint	1 year term	2024	
Board of Appeals on Zoning					
	Jack McNicholas	Reappoint	3 year term	2024	
	Michael W. Whitcher	No Action Required	3 year term	2025	
	William McNiff	No Action Required	3 year term	2026	
	Kristine Barton, <i>Associate</i>	Reappoint	1 year term	2024	
	Jared Spinelli, <i>Associate</i>	Reappoint	1 year term	2024	
	Jared Gustafson, <i>Associate</i>	Reappoint	1 year term	2024	
Board of Health					
	Carol Read	Reappoint	3 year term	2024	
	Stephen Resch	No Action Required	3 year term	2025	
	Kathleen Thompson	No Action Required	3 year term	2025	
	Holly Rand	No Action Required	3 year term	2026	
	Jeff Kane	No Action Required	3 year term	2027	
	Ramaa Rao, <i>Associate</i>	No Action Required	1 year term	2025	
Board of Registrars					
	Margaret Vasaturo	No Action Required	3 year term	2025	
	Jennifer Keating	Reappoint	3 year term	2024	
	Donna Young	No Action Required	3 year term	2026	
Board of Water and Sewerage					

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	William Harvey	No Action Required	3 year term	2026	
	Claire Meehan	Reappoint	3 year term	2024	
	Christian Carpenter	No Action Required	3 year term	2025	
	David Pucci, <i>Associate</i>	Reappoint	1 year term	2024	
Capital Budget Committee					
	Michael Marcucci	HOLD UNTIL NEW CHARTER	1 year term	2024	
	Megan Sullivan		1 year term	2024	
	Brent Nelson		1 year term	2024	
	Robert Aigler		1 year term	2024	
	Kristine Trierweiler		1 year term	2024	
	Michael LaFrancesca		1 year term	2024	
	Andrew Foster		1 year term	2024	
Cemetery Commissioners					
	Bob Tannler	No Action Required	3 year term	2026	
	Frank Iafolla	Reappoint	3 year term	2024	
	Thomas Sweeney	No Action Required	3 year term	2025	
Charles River Natural Storage Area Designees					
	Maurice Goulet	Reappoint	1 year term	2024	
	Kristine Trierweiler	Reappoint	1 year term	2024	
Chief Procurement Officer					
	Kristine Trierweiler	Reappoint	1 year term	2024	
Collective Bargaining Team					
	Michelle Guerette	DISSOLVE COMMITTEE	1 year term	2024	
	Michael Marcucci		1 year term	2024	
	William Carrico		1 year term	2024	
	Mark Fisher		1 year term	2024	
	Kathy VandenBoom		1 year term	2024	
	Kristine Trierweiler		1 year term	2024	
Committee to Study Memorials					
	Jane M. Lomax	Reappoint	1 year term	2024	
	David F. Temple	Reappoint	1 year term	2024	
	Michelle Doucette	Reappoint	1 year term	2024	
	Ian Rogers	Appoint	1 year term		
Community Choice Aggregation Committee					
	Robert Winograd	Reappoint	1 year term	2024	
	Megan Sullivan	Reappoint	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Gustave H. Murby	Reappoint	1 year term	2024	
	Kristine Trierweiler, <i>Ex Officio</i>	Reappoint	1 year term	2024	
Community Gardens Committee					
	Neal Sanders	Reappoint	1 year term	2024	
	Betty Sanders	Reappoint	1 year term	2024	
	Karen Smith	Accept Resignation	1 year term	2024	
Conservation Commission					
	Robert Kennedy, Jr.	Reappoint	3 year term	2024	
	Catherine Scott	No Action Required	3 year term	2025	
	John Woodhull	Reappoint	3 year term	2024	
	Michael Perloff	No Action Required	3 year term	2026	
	Kirsten Poler	No Action Required	3 year term	2026	
	Deborah Bero	No Action Required	3 year term	2026	
	Nic Scalfarotto	No Action Required	3 year term	2025	
Constable for Election					
	Marion Bonoldi	Reappoint	1 year term	2024	
Contract Compliance Officer					
	Kristine Trierweiler	Reappoint	1 year term	2024	
Council on Aging Board					
	Richard Ryder	Accept Resignation	3 year term	2024	
	Rose Thibault	Reappoint	3 year term	2024	
	Annette Wells	No Action Required	3 year term	2025	
	Patricia Byrne	No Action Required	3 year term	2025	
	Robert Heald	No Action Required	3 year term	2026	
Director of Grave Markers for Veterans					
	Frank Iafolia	Reappoint	1 year term	2024	
Dog Control Bylaw Review Committee					
	Frank Moran	Reappoint	1 year term	2024	
	Mark Farrell	Reappoint	1 year term	2024	
	Jill Radosta	Reappoint	1 year term	2024	
	Kate Pittman	Reappoint	1 year term	2024	
	Neil Downing	Reappoint	1 year term	2024	
	John C. Moon	Reappoint	1 year term	2024	
Enterprise Fund Committee					

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Georiga Colivas	Reappoint	1 year term	2024	
	Maurice Goulet	Reappoint	1 year term	2024	
	Kristine Trierweiler	Reappoint	1 year term	2024	
	Andrew Foster	Reappoint	1 year term	2024	
	Christian Carpenter	Reappoint	1 year term	2024	
	William Harvey	Reappoint	1 year term	2024	
	Claire Meehan	Reappoint	1 year term	2024	
Fair Housing Officer					
	Kristine Trierweiler	Reappoint	1 year term	2024	
Field Driver and Fence Viewer					
	Dana Hinthorne	Reappoint	1 year term	2024	
Historic District Commission					
	Michael Taylor	No Action Required	3 year term	2026	
	Caitlin E. Struble	Reappoint	3 year term	2024	
	Lauren Costello	No Action Required	3 year term	2025	
	Lizann Woods	No Action Required	3 year term	2026	
Historical Commission					
	Maria C. Baler	No Action Required	3 year term	2025	
	Joe Opiela	No Action Required	3 year term	2025	
	David F. Temple	No Action Required	3 year term	2026	
	Peter Fletcher	Reappoint	3 year term	2024	
	Doug Whitla	Reappoint	3 year term	2024	
	Seth Meehan	Reappoint	3 year term	2024	
	Thomas Connors	No Action Required	3 year term	2027	
Inspections Department					
	Dana Hinthorne, Bldg Comm	Reappoint	1 year term	2024	
	Joseph Doyle, Alt Bldg	Reappoint	1 year term	2024	
	Peter Tartakoff, Alt Bldg	Reappoint	1 year term	2024	
	Donald J. Colangelo, Alt Bldg	Reappoint	1 year term	2024	
	John A. Rose, Jr, Plumbing	Reappoint	1 year term	2024	
	Robert Persiak, Alt Plumbing	Reappoint	1 year term	2024	
	James Coakley, Alt Plumbing	Reappoint	1 year term	2024	
	William A. Cooke, Jr., Elec	Reappoint	1 year term	2024	
	William Mancini, Alt Elec	Reappoint	1 year term	2024	
	Mike Giampietro, Alt Elec	Reappoint	1 year term	2024	
Inspections of Animals					

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Jennifer Cronin	Reappoint	1 year term	2024	
Keepers of the Town Clock					
	Nick Werthessen	Reappoint	1 year term	2024	
	Thomas Erb	Reappoint	1 year term	2024	
Kingsbury Pond Committee					
	Richard Judge	Reappoint	1 year term	2024	
	Ann Krowic	Reappoint	1 year term	2024	
	Greg Testa	Reappoint	1 year term	2024	
	Jeremiah Potts	Reappoint	1 year term	2024	
	Sharon Judge	Reappoint	1 year term	2024	
	Rick Ebbs	Reappoint	1 year term	2024	
	Kristine Trierweiler, <i>Ex Officio</i>	Reappoint	1 year term	2024	
	George Dealy, Associate	Accept resignation	1 year term	2024	
Local Auction Permit Agent					
	Brittney Franklin	Reappoint	1 year term	2024	
Local Water Resource Management Official					
	Maurice Goulet	Reappoint	1 year term	2024	
Wildlife Management Committee					
	Frank Perry	Reappoint	1 year term	2024	
	John Newell, Jr.	Reappoint	1 year term	2024	
Measurer of Wood and Bark					
	Erika Robertson	No Action Required	3 year term	2026	
Medfield Cultural Council					
	Lucinda Davis	No Action Required	3 year term	2025	<i>Note: 3-year term not to exceed 2 consecutive terms. At the expiration of current member terms, only Laurel Scotti would be eligible for another 3-year term appointment</i>
	Ron Gustavson	No Action Required	3 year term	2026	
	<i>Vacant</i>		3 year term		
	Lois Hazen	No Action Required	3 year term	2024	
	Patricia Golden	No Action Required	3 year term	2024	
	Mary Torpey	No Action Required	3 year term	2025	
	Laurel Scotti	No Action Required	3 year term	2026	
Medfield Energy Committee					
	Cynthia Greene	Reappoint	1 year term	2024	
	Penni Conner	Reappoint	1 year term	2024	
	George Whiting	Reappoint	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	James Redden	Reappoint	1 year term	2024	
	Andrew Jarrell	Reappoint	1 year term	2024	
	Paul Fechtelkotter	Reappoint	1 year term	2024	
	Hildren Passas	Reappoint	1 year term	2024	
	Robert Winograd	Reappoint	1 year term	2024	
	Emily Lowney	Reappoint	1 year term	2024	
	Chris Gordon	Reappoint	1 year term	2024	
	Kristine Trierweiler, <i>Ex Officio</i>	Reappoint	1 year term	2024	
	Osler P. Peterson, <i>Ex Officio</i>	Reappoint	1 year term	2024	
Medfield MBTA Advisory Board Designee					
	Kristine Trierweiler	Reappoint	1 year term	2024	
Memorial Day Committee					
	Lorrie Guindon	Reappoint	1 year term	2024	
	Chief Michelle Guerette	Reappoint	1 year term	2024	
	Chief William Carrico	Reappoint	1 year term	2024	
	Ann B. Thompson, <i>Ex Officio</i>	Reappoint	1 year term	2024	
	Gustave Murby	Reappoint	1 year term	2024	
	Michelle Doucette	Reappoint	1 year term	2024	
	Jerry Kazanjian	Reappoint	1 year term	2024	
	Frank Iafolla	Reappoint	1 year term	2024	
	Joe Cavanaugh	Reappoint	1 year term	2024	
	Martha Moon	Reappoint	1 year term	2024	
	Ian Rogers, VSO	Appoint	1 year term	2024	
	Brittney Franklin, <i>Ex Officio</i>	Reappoint	1 year term	2024	
Metroplitan Area Planning Council/Three Rivers Interlocal					
	Maria De La Fuente	Reappoint	1 year term	2024	
Municipal Census Supervisor					
	Marion Bonoldi	Reappoint	1 year term	2024	
Norfolk County Advisory Board Representative					
	Gustave H. Murby	Reappoint	1 year term	2024	
Outreach Advisory Board					
	Molly Frankel	Reappoint	1 year term	2024	
	Kathleen Thompson	Reappoint	1 year term	2024	
	Michelle Manganello	Reappoint	1 year term	2024	
	Kathleen Cahill	Reappoint	1 year term	2024	
	Kathryn Thomas Flannagan	Accept Resignation	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Abby Bligh, <i>Associate</i>	Accept Resignation	1 year term	2024	
Open Space and Recreation Plan Committee					
	Lauren Beitelpacher	DISSOLVE COMMITTEE	1 year term	2024	
	Maria De La Fuente		1 year term	2024	
	Catherine Scott		1 year term	2024	
	George Lester		1 year term	2024	
	Jerry Potts		1 year term	2024	
	Jessica Reilly		1 year term	2024	
	Corrine Schieffer		1 year term	2024	
OPEB Trust Committee					
	Georgia Colivas	Reappoint	1 year term	2024	
	Stephen Callahan	Reappoint	1 year term	2024	
	Andrew Foster	Reappoint	1 year term	2024	
	Kristine Trierweiler	Reappoint	1 year term	2024	
Parking Clerk and Hearing Officer					
	Marion Bonoldi	Reappoint	1 year term	2024	
Permanent Planning and Building Committee					
	Thomas Erb	No Action Required	3 year term	2026	
	Mike Weber	Reappoint	3 year term	2024	
	Michael Quinlan	Reappoint	3 year term	2024	
	Timothy Bonfatti	No Action Required	3 year term	2025	
	Kristine Trierweiler, <i>Ex Officio</i>	Reappoint	1 year term	2024	
	Facilities Director, <i>Vacant</i>		1 year term		
Pound Keeper					
	Jennifer Cronin	Reappoint	1 year term	2024	
Public Weigher					
	Ericka Robertson	No Action Required	3 year term	2026	
Representative to Regional Hazardous Waste Committee					
	Maurice Goulet	Reappoint	1 year term	2024	
Representative to Neponset Watershed Initiative Committee					
	Kristine Trierweiler	Reappoint	1 year term	2024	
Right-To-Know Coordinator					
	Chief William Carrico	Reappoint	1 year term	2024	

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
Pedestrian and Traffic Safety Advisory Committee					
	Chief Michelle Guerette	Reappoint	1 year term	2024	
	Maurice Goulet	Reappoint	1 year term	2024	
	Craig McGary	Reappoint	1 year term	2024	
	Steve Caskey	Reappoint	1 year term	2024	
	Shane Medeiros	Reappoint	1 year term	2024	
	Julie Obbagy	Reappoint	1 year term	2024	
	Kristine Trierweiler	Reappoint	1 year term	2024	
Sealer of Weights and Measures					
	Erika Robertson	No Action Required	3 year term	2026	
State Hospital Building and Grounds Committee					
	John Thompson	DISSOLVE COMMITTEE	1 year term	2024	
	Chief Michelle Guerette		1 year term	2024	
	Chief William Carrico		1 year term	2024	
	Maurice Goulet		1 year term	2024	
	Paul Hinkley		1 year term	2024	
	Kristine Trierweiler		1 year term	2024	
State Hospital Development Committee					
	Gustave H. Murby	Reappoint	1 year term	2024	
	Todd Trehubenko	Reappoint	1 year term	2024	
	Johnny Martinez	Reappoint	1 year term	2024	
	Patrick Casey	Reappoint	1 year term	2024	
State Hospital Mediation Committee					
	John Thompson	DISSOLVE COMMITTEE	1 year term	2024	
	Ann B. Thompson		1 year term	2024	
	William Massaro		1 year term	2024	
Superintendent of Insect Pest Control					
	Edward M. Hinkley	Reappoint	1 year term	2024	
Town Greeter					
	<i>Vacant</i>		1 year term		
Town Historian					
	Richard DeSorgher	Reappoint	1 year term	2024	
Transfer Station and Recycling Committee					

Board/Committee/Commission/Position	Member Name	Recommended Action	Term Length	Current Term Expires	
	Nancy Irwin	Reappoint	1 year term	2024	
	Andrea Costello	Reappoint	1 year term	2024	
	Cheryl Dunlea	Reappoint	1 year term	2024	
	Barbara Meyer	Reappoint	1 year term	2024	
	Kimberly Schubert	Reappoint	1 year term	2024	
	Annette Wells	Reappoint	1 year term	2024	
	Lily Fayerweather	Reappoint	1 year term	2024	
	Maurice Goulet, <i>Ex Officio</i>	Reappoint	1 year term	2024	
	Robert Kennedy, Jr., <i>Ex Officio</i>	Reappoint	1 year term	2024	
	Kristine Trierweiler, <i>Ex Officio</i>	Reappoint	1 year term	2024	
Tree Warden					
	Edward M. Hinkley	Reappoint	1 year term	2024	
Veterans' Service Officer					
	Ian Rogers	Appoint	3 year term		
Wireless Communication Advisor					
	David P. Maxson	Reappoint	1 year term	2024	
Zoning Enforcement Officer					
	Dana Hinthorne	Reappoint	1 year term	2024	

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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

June 25, 2024

To Whom It May Concern,

On behalf of Medfield's Select Board, I write to support the Bellforge Art Center's (BAC) grant application.

Since BAC acquired its 99-year lease on two buildings in June, 2020 they have made steady progress completing design development and construction documents for a performing arts center. CAM's project is consistent with the Town's 2018 master plan to improve the site.

The Town has also made progress in selecting Trinity Financial as the designated developer for historic preservation of the 27 buildings around BAC for 334 housing units. We are aware that Trinity and BAC are coordinating schedules and logistics.

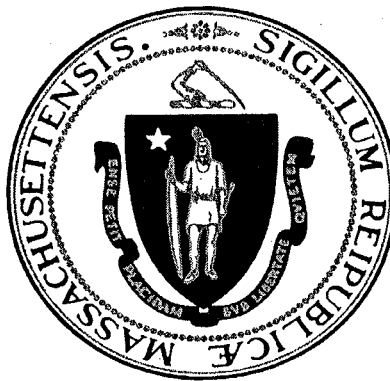
BAC has created a vibrant outdoor venue with free programming April – October to build its audience and awareness in advance of opening. Since the campus was closed in 2003, there is sufficient water infiltration in the Infirmary, (one of BACs leased buildings) to the extent there is a partial collapse of the first floor into the basement level. Given that construction won't be completed for several years, we strongly support this grant to fix the roof and limit further deterioration while BAC raises the funds to complete the rest of the renovations.

Sincerely,

Eileen Murphy
Chair, Medfield Select Board

Commonwealth of Massachusetts

**Executive Office of Public Safety and Security
State 911 Department**



**State 911 Department
Public Safety Answering Point and Regional Emergency Communication Center
Support and Incentive Grant Application
Fiscal Year 2025**

**All applications shall be mailed or hand delivered or via Commbuys,
www.Commbuys.com, BID # BD-24-1044-EPS90-ADMN-99590**

All applications must be received by 5:00 P.M. on Monday, December 30, 2024.

FY 2025 SUPPORT AND INCENTIVE GRANT

Application Checklist

This section is applicable for all applicants

☒ **Demonstration of Compliance with MassGIS Reporting Requirement**

- ☐ Signed and Dated PSAP and RECC Support and Incentive Grant Application Cover Page
- ☐ Completed Budget Summary Page with Mobile Behavioral Health Crisis Response Services amount, if applicable.
- ☐ Completed Budget Narrative Page(s) – Must provide **detailed descriptions** to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor) for each item requested.

☐ **Personnel**

☐ **HVAC**

☐ **CAD**

☐ **Radio Console: Include ICIP Form for new radio console requests**

☐ **Console Furniture and Dispatcher Chairs**

☐ **Fire Alarm Receiving & Alerting Equipment**

☐ **Other Equipment**

Regional Secondary PSAPs Only:

☐ **CPE Maintenance**

- ☐ Attached Quotes, if applicable.
- ☐ Appendix A – Personnel Costs Form (List Certified Enhanced 911 Telecommunicators)
- ☐ Completed Appendix B – Mobile Behavioral Health Crisis Response Services, if applicable
 - ☐ **PSAP's/RECC's Policy/ Procedures or Standard Operating Procedure (SOP) {{{REQUIRED}}}**
- ☐ Completed Contractor Authorized Signatory Listing Form signed by your City or Town Official*
 - ☐ **Completed and Notarized Contractor Authorized Signatory - Individual Form* for the City or Town Official who signed the Contractor Authorized Signatory Listing Form**
- ☐ Completed and Notarized Contractor Authorized Signatory - Individual Form* for **each** Signatory listed on the grant.
- ☐ Completed Highlighted Sections, Signed and Dated Standard Contract Form

Regional PSAPs and RECCs ONLY:

- ☐ **Public Safety Radio Systems**
 - ☐ **Interoperable Communications Investment Proposal (ICIP Form), if applicable (p. 13).**
- ☐ **Regional PSAPs and RECCs shall provide a detailed Departmental budget (FY25 and FY24) (p. 14).**
- ☐ **Regional PSAPs and RECCs shall provide an organizational chart that clearly defines all positions (p. 14).**
- ☐ **Regional PSAPs and RECCs shall provide a five (5) year capital budget (FY25 – FY30) (p. 14).**
- ☐ **Appendix C – Annual Maintenance Contract**

***Office of State Comptrollers has confirmed these new forms are applicable to all PSAPs and RECCs.**

FY 2025 SUPPORT AND INCENTIVE GRANT

**DO NOT SUBMIT DOUBLE-SIDED
APPLICATIONS, SUPPORTING
DOCUMENTATION, QUOTES**

OR

**INCLUDE BLANK PAGES FOR WHICH NO
FUNDING IS REQUESTED**

All applications with original “wet” signatures shall be submitted to:

**State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346**

or

www.Commbuys.com

**REMINDER: IF SUBMITTING YOUR GRANT APPLICATION VIA
COMMBUYS, YOU MUST *MAIL* THE ORIGINAL SIGNED APPLICATION,
STANDARD CONTRACT FORM, AUTHORIZED SIGNATORY AND
NOTARY FORMS TO THE DEPARTMENT**

FY 2025 SUPPORT AND INCENTIVE GRANT

Type of PSAP: (please check one)

- ☒ Primary ☐ Regional ☐ Regional Secondary
☐ Regional Emergency Communication Center

Name of Eligible Entity (PSAP/RECC)

Medfield Police Department

Address

112 North Street

City/Town/Zip

Medfield, MA 02052

Telephone Number

508-359-2315

Fax Number

508-359-5505

Website

www.medfield.net

Name & Title of Authorized Signatory

Chief of Police, Michelle Guerette

Telephone Number

508-359-2315

Email Address

mguerette@medfield.net

Name & Title of Grant Contract Manager

Deputy Chief of Police, Barry McGrath

Telephone Number

508-359-2315

Email Address

bmcgrath@medfield.net

Total Grant Program funds requested:

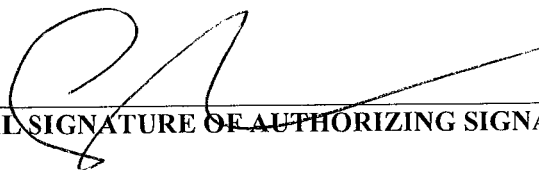
\$ 41,845.00

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 5TH day of JUNE, 2024.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

FY 2025 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 20,538.49
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$ 19,095.75
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$ 2,210.76
REGIONAL PSAPs and RECCs ONLY	
H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAP ONLY	
I. PSAP Customer Premises Equipment Maintenance	\$
SUB-TOTAL/FY25 ALLOCATION	\$ 41,845.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE	\$
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REGIONAL PSAPs and RECCs ONLY	
APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)	\$

GRAND TOTAL*	\$ 41,845.00
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*Grand Total = Total allocation and, if requesting, Mobile Behavioral Health Crisis Response Services and Annual Maintenance Contract amounts

FY 2025 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Summary is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2025 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

☐ Attach Appendix A – Personnel Costs Form

Total Category A \$

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

N/A

Vendor:

☐ Attach Quote and mark with letter B

Total Category B \$

FY 2025 SUPPORT AND INCENTIVE GRANT

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided Dispatch Systems

Description(s):

(6) RhinoTab® F6 UltraRugged® Fixed Mount Tablet (Projected Capacitive Touch Screen, Ambient Light Sensor, GPS, Dual Digital Microphones, Stereo Speakers, 2 USB3.0 side ports, Battery Backup Support, 3 RF Pass-Thru, Cavity: 1 HDMI, 2 USB3.0, 2 USB2, 2 10/100/1G Ethernet, 2 External Power Control/Ignition Sense Ports)

Are the requested items linked to CAD? Yes

If requesting MDT's, list the number of vehicles that are linked to CAD. 8

Where will the requested items be located? Police cruisers 330,331,332,333,334,335,338,339

What will run or be displayed on computers/monitors, if requesting? IMC, CJIS, NCIC etc.

Vendor(s): Patrol PC (Advanced Electronic Design, Inc.

☒ Attach Quote and mark with letter C

Total Category C

\$	19,095.75
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FY 2025 SUPPORT AND INCENTIVE GRANT

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio consoles shall comply with EOPSS Statewide Inter-Operability Emergency Communications (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:
<https://www.mass.gov/doc/massachusetts-statewide-communication-interoperability-plan-scip-2020/download>.

Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@mass.gov.

Applicants requesting funds for interoperable communications components, such as radio consoles, or other communication system components must include with their grant application the Interoperable Communications Investment Proposal (ICIP). The ICIP Template can be found here [ICIP Template Download \(mass.gov\)](#).

D. Radio Consoles

Description(s):

N/A

Include use and location for each of the requested item(s).

Vendor(s):

☐ Attach Quote and mark with letter D

_____ Total Category D

\$ _____

FY 2025 SUPPORT AND INCENTIVE GRANT

E. Console Furniture and Dispatcher Chairs – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation.

E. Console Furniture and Dispatcher Chairs

Description(s):

N/A

Have you previously applied for funding for dispatcher chairs?

If so, grant what year?

Are they under warranty?

Include use and location for each of the requested item(s).

Vendor(s):

☐ Attach Quote and mark with letter E

Total Category E

\$

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service

Description: N/A

Vendor:

☐ Attach Quote and mark with letter F

Total Category F

\$

FY 2025 SUPPORT AND INCENTIVE GRANT

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service

Description(s):

N/A

Annual maintenance for DLR

Include use and location for each of the requested item(s).

What will run or be displayed on computers/monitors, if requesting?

Vendor(s):

☒ Attach Quote and mark with letter G

Total Category G

\$	2,210.76
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REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2025 to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

**FY 2025 SUPPORT AND INCENTIVE GRANT
REGIONAL PSAPs & RECCs ONLY**

H. Public Safety Radio Systems – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with EOPSS Statewide Inter-Operability Emergency Communications (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sd-siec-specialconditionsradiofrequenciesdec09.pdf>.

Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@state.ma.us.

Applicants requesting funds for interoperable communications components, such as radios, or other communication system components must include with their grant application the Interoperable Communications Investment Proposal (ICIP). The ICIP Template can be found here [ICIP Template Download \(mass.gov\)](#).

Description(s):

N/A

Vendor(s):

☐ Attach Quote and mark with letter H

Total Category H

\$

All goods and/or services shall be received on or before June 30, 2025, to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

FY 2025 SUPPORT AND INCENTIVE GRANT

REGIONAL SECONDARY PSAP ONLY

I. Regional Secondary PSAP 911 Customer Premises Equipment Maintenance – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category.

(The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

N/A

Vendor:

☐ Attach Quote and mark with letter I

Total Category J

\$

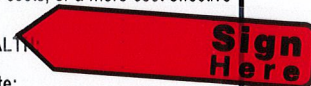
All goods and/or services shall be received on or before June 30, 2025, to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

FY 2025 SUPPORT AND INCENTIVE GRANT 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.mass.gov/lists/ctr-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: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Barry McGrath	Phone:	Billing Address (if different):	
E-Mail: bmcgrath@medfield.net	Fax: 5083296926	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 60009191876		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: FY25 SUPG	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes 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 type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		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.) <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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____			
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 <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2025 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor 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 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured at Time of Signature) Print Name: Eileen Murphy Print Title: Chair, Select Board		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	





Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name Town of Medfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000191876
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

There are three types of electronic signatures that will be accepted on this form: 1) **Traditional "wet signature" (ink on paper);** 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Michelle Guerette		Chief of Police	508-359-2315 Ext. 3165	Mguerette@medfield.net
Barry McGrath		Deputy Chief of Police	508-359-2315 Ext. 3166	Bmcgrath@medfield.net

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name Eileen Murphy	Phone Number
Title Chair, Select Board	Email Address Emurphy@medfield.net



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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY FORM

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Medfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191876
--	--

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name	Title

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY FORM

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Medfield	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000-191876
---	--

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name	Title

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

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

Appendix A - Personnel Costs
(List Certified Enhanced 911Telecommunicators)

NAME OF PSAP: Medfield Police Department

{List ALL in Alphabetical Order by LAST Name - Not by Rank or Seniority}

[illegible]

***Please use additional pages if needed.**

FY 2025 SUPPORT AND INCENTIVE GRANT

Appendix B: Mobile Behavioral Health Crisis Response Services

In addition to the allocation amount noted in the Appendix A of the grant guidelines, Primary PSAPs, Regional Secondary PSAPs, Regional PSAPs, and Regional Emergency Communications Centers that **dispatch** mobile behavioral health crisis response services shall receive additional Support Grant funding to be **used for allowable expenses under this grant program** as follows:

2023 911 Call Volume	Funding Amount
0 - 2,999	\$15,000
3,000 – 3,999	\$20,000
4,000 – 4,999	\$25,000
5,000 – 9,999	\$35,000
10,000 – 19,999	\$45,000
20,000 – 39,999	\$60,000
40,000 – 59,999	\$80,000
60,000 – 99,999	\$100,000
100,000 or more	\$125,000

The calendar year 2023 call volume is available on our website at www.mass.gov/e911.

The following information is **required**:

1. Grantee's requesting this additional funding **must** include a copy of its PSAP's/RECC's **policy/procedure** detailing the dispatching of mobile behavioral health crisis response services that clearly explains how the certified telecommunicator dispatches the Behavioral Health Clinician.

Please note the PSAP's/RECC's policy/procedure is a requirement for all requesting this funding. {NOT THE POLICE DEPARTMENT'S POLICY ON MENTAL HEALTH}

2. Who are you partnered with for the provision of providing the mobile behavioral health crisis response services?
N/A
3. In the section below, enter the amount(s) in the funding category(ies) [A – G] where the additional mobile behavioral health crisis response service funds are to be added. **Please note this appendix, and the Budget Summary page are where you identify the additional funding, DO NOT add these funds to the funding category(ies) in the budget narrative.**

Funding Category	Amount
A: Personnel Costs	\$
B: Heat, Ventilation, Air Conditioning	\$
C: Computer-aided Dispatch Systems	\$
D: Radio Consoles	\$
E: Console Furniture & Dispatch Chairs	\$
F: Fire Alarm Receiving & Alerting	\$
G: Other Equipment	\$
TOTAL	\$ 0.00

If requesting funds in Category B – G, you must provide the vendor quote(s) AND the detailed description including quantity and the use and location of the requested item(s) below. Please use additional page(s) if needed.

Description:

N/A

FY 2025 SUPPORT AND INCENTIVE GRANT

REGIONAL PSAPs & RECCs ONLY

Appendix C – Annual Maintenance Contract – Regional PSAPs and RECCs may apply for a one-time increase in its allocation to defray costs associated with the support of up to sixty percent (60%) of one (1) **maintenance contract** which meets all other eligibility criteria of the grant guidelines. However, no such request shall exceed three hundred and fourteen thousand dollars (**\$314,000**) and shall not be eligible for budget modifications.

Description:

N/A

Vendor:

☐ Attach Contract

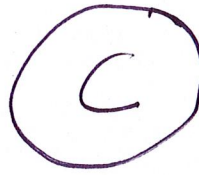
In the section below, enter the amount in the funding category [B – H] where you are requesting the annual maintenance to be added. **Please note this appendix, and the Budget Summary page are where you identify the additional funding, DO NOT add these funds to the funding category in the budget narrative.**

Funding Category	Amount
B: Heat, Ventilation, Air Conditioning	\$
C: Computer-aided Dispatch Systems	\$ 19,095.75
D: Radio Consoles	\$
E: Console Furniture & Dispatch Chairs	\$
F: Fire Alarm Receiving & Alerting	\$
G: Other Equipment	\$
H: Public Safety Radio Systems	\$



DRAFT

Advanced Electronic Design Inc
 344 John Dietsch Blvd, Unit 2
 North Attleboro, MA, US 02763
 (508) 699-0458

**QUOTE**

QUO-12790
 2024-06-05

Sales Agent: Tasha Lusardi
Email: tlusardi@patrolpc.com
Phone: (508) 431-4797

Attention		
Barry McGrath	BMcgrath@medfield.net	(508) 359-2315
Bill To	Ship To	
MA - Medfield PD 110 North St Medfield, MA - 02052	MA - Medfield PD 110 North St Medfield, MA - 02052	
Expiry Date	Shipping Rate	Payment Terms
2024-08-04	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
RH-F6	RhinoTab® F6 UltraRugged® Fixed Mount Tablet (Projected Capacitive Touch Screen, Ambient Light Sensor, GPS, Dual Digital Microphones, Stereo Speakers, 2 USB3.0 side ports, Battery Backup Support, 3 RF Pass-Thru, Cavity: 1 HDMI, 2 USB3.0, 2 USB2, 2 10/100/1G Ethernet, 2 External Power Control/Ignition Sense Ports)	SALE	\$2,495.00	6	\$14,970.00
MotherBoard: MB-i5-G11-RH-F6	Motherboard [i5]: Intel Core i5-1145G7E Processor (1.5GHz/4.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, TPM v2.0)		\$330.00		\$1,980.00
RAM: RAM-16GB-DDR4	16GB DDR4-2400 RAM		INCLUDED		INCLUDED
Hard-Drive: SSD-250GB-NVMe	250GB M.2 NVMe SSD - 1GB = 1,000,000,000 bytes. Total usable memory will be less depending on actual system configuration		INCLUDED		INCLUDED
Screen: SCRN-IND-S-RH-F6	12.1in 1024x768, 4:3 Ratio, Sunlight Readable, Optically bonded Display - 1200 NITS+ W/ Standard Graphic Overlay Package		INCLUDED		INCLUDED
Operating System: OS-W11E64-RH-F6	Windows 11 IoT Enterprise 64 Bit Operating System for RH-F6 w/ CBB License		INCLUDED		INCLUDED
Scanner: 2DS-RH-F6	RH-F6 Embedded 2D Barcode Scanner		\$353.00		\$2,118.00
Interface Support: INF-FIXED-RH-F6	RH-F5 Fixed Mount Interface Only		INCLUDED		INCLUDED
Warranty: WRNT-3YR-RH-F6	3 Year RH-F6 Computer Warranty (Tablet Only)		INCLUDED		INCLUDED
PWR-AC-15V-90W-NC	90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty). Included with Computer Purchase.	SALE		2	

☐ I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES ☐ NO ☐

Printed Name: _____

Date of Approval: _____

Signature of Approval

Subtotal: \$19,068.00
Shipping Cost: \$27.75
Total: \$19,095.75



Equature
18311 W. 10 Mile Road
Southfield, MI 48075

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

PROVIDER:

Dictation Sales & Service dba Equature
18311 W. 10 Mile Rd.
Southfield, MI 48075

Signature: _____

Printed Name: Scott Schram

Title: Sales Representative

Date: 03/20/2024

CUSTOMER:

Medfield Police Department
112 North St.
Medfield, MA 02052

Signature: _____

Printed Name: Michelle Guerette

Title: Chief

Date: 3-20-24



Medfield Police Department - Equature Recording Solution

Medfield Police Dept
112 North St
Medfield, MA 02052
United States

Reference: 20230417-135722990
Quote created: April 17, 2023
Quote expires: March 31, 2024
Quote created by: Scott Schram
Sales Engineer
sschram@equature.com
+12483598240

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Equature Advanced Server	EQADSVR	1	\$7,700.00	\$7,700.00
16 Port Analog Card	EQLDA16	1	\$3,730.00	\$3,730.00
Analog Voice License	EQA001	9	\$336.00	\$3,024.00
VoIP License	EQV001	2	\$526.00	\$1,052.00
Proactive Monitoring, Maintenance, and Support Equature Maintenance recording system 24x7x365 System health monitoring, support, and maintenance	M/A	1	\$0.00	\$0.00

One-time subtotal \$15,506.00

Applicable Mass Discount (\$2,325.90)
15% discount

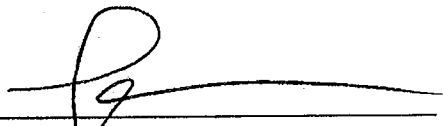
Installation & Configuration \$1,500.00

Total \$14,680.10

Purchase terms

1. One Hundred (100%) percent of the *Total* due upon receipt of invoice.
2. Investment includes 1-year of 24x7x365 support, monitoring, and maintenance.
3. Annual maintenance cost of \$2,210.76 per year for years 2-5 with 5-year agreement.

Signature


Signature

3-20-24
Date

Michelle Guerra
Printed name Chief of Police

Questions? Contact me



Scott Schram
Sales Engineer
sschram@equature.com
+12483598240

Equature
18311 W 10 MILE SUITE 200
Southfield, MI 48075
US

EQUATURE TERMS OF AGREEMENT

Customer Name: Medfield Police Department

Address: 112 North St. Medfield, MA 02052

Contract Number: 13033098049

Payment Structure:

Year 1:	\$14,680.10
Year 2:	\$2,210.76
Year 3:	\$2,210.76
Year 4:	\$2,210.76
Year 5:	\$2,210.76

Equature (hereunder referred to as "PROVIDER"), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

- a) The PROVIDER agrees to provide turn-key services as outlined in the Scope of Work, including all required hardware, software, maintenance, support, warranty and monitoring to the CUSTOMER for a period of five (5) years starting upon date of acceptance (Effective Date).
- b) CUSTOMER agrees that this purchase is a designated fully funded project with full award and payments directed to PROVIDER. PROVIDER is accepting multi-annual payments to facilitate the purchase. Under no circumstances, less than a breach of this agreement by PROVIDER, does PROVIDER forgo the amount owed and due in its entirety, at PROVIDER'S sole discretion. This agreement and its due payments are not predicated upon any changes in CUSTOMER'S organizational status, alignments, personnel changes, or any changes not defined herein. At any time that a due payment becomes late, past 30 days, PROVIDER will demand that the remaining balance is immediately paid in full.

II. PAYMENT TERMS

- a) The CUSTOMER shall make annual payments in installments for the entire duration of the Agreement.
- b) Payments shall be due within [30] days of the invoice date provided by the PROVIDER.
- c) The payment amount for each year will be locked in at the beginning of the Agreement and shall not be subject to any increase throughout the five (5) year period provided the Scope of Work does not change.

- d) CUSTOMER agrees to pay the amount of \$13,180.10 plus \$1,500.00 (Professional Services Fee) due in full upon receipt of equipment and \$2,210.76 annually on the anniversary of the Effective Date.
- e) The term of this Agreement shall be for five (5) years from the Effective Date.

III. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls for remote support, available 24 X7, with a 4-hour response time, Equature software updates, remote access, remote alerts, all parts, and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Any changes to the PROVIDER configured systems, whether initiated by the CUSTOMER or third parties not authorized by PROVIDER and resulting in a malfunction, will be addressed by PROVIDER on a time and material basis. Additionally, onsite support configurations for changes made by the CUSTOMER or third parties not authorized by PROVIDER will incur charges on a time and material basis. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will also be subject to charges on a time and material basis.
- f) The Provider is not responsible for any data loss that is caused by factors outside of its control, including but not limited to:
 - i. Acts of God, such as natural disasters, terrorist attacks, or war.
 - ii. Malicious attacks, such as hacking, ransomware, or data breaches.
 - iii. Technical problems, such as hardware failures or software errors caused by power outages or user error.
- e) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- f) All invoices are due and payable Net30.
- g) Failure to renew this agreement will result in the customer forfeiting their priority support status. All service and support activities will transition to a time and materials-based billing structure at the PROVIDER's prevailing hourly rates. Prior to initiating any analysis, troubleshooting, training, or other activities directly related to the PROVIDER's platform, the PROVIDER will require the customer to issue a purchase order based on the PROVIDER's estimate.
 - i. Time and materials-based support requests will be addressed on a first-come, first-served basis, with priority accorded to partners with active maintenance agreements.
 - ii. Renewal options include both multi-year agreements and the option to establish a one-year maintenance agreement.

IV. Maintenance of Equipment

PROVIDER will furnish maintenance, technical support, and service for the recording system per the terms herein.

- a) Support Coverage: Support includes hardware, software, interfaces, and any custom integrations that were explicitly agreed to by PROVIDER as part of the original scope of work. Support does not extend to any custom integrations developed separately from the original agreement.
- b) Technical Support: PROVIDER will provide 24/7/365 technical support by phone at 888-305-3428 or email at support@equature.com. Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use. Remote troubleshooting will be attempted first to resolve any issues. If unsuccessful, onsite support can be dispatched as needed. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will be subject to charges on a time and material basis.
- c) Monitoring and Alerts: PROVIDER monitors the system in real-time from the PROVIDER Network Operations Centers and responds to alerts based on severity level. Critical failures are addressed immediately, high priority failures by the next business day, and standard failures within 2 business days.
- d) Maintenance Process: Issues are reported by CUSTOMER via phone or email and assigned a severity level by PROVIDER based on impact. PROVIDER troubleshoots issues, escalating to engineering or vendors as needed. Status updates are communicated throughout. Onsite visits are scheduled if required.
- e) Escalation: If PROVIDER support personnel are unable to diagnose and resolve the issue within a reasonable time, PROVIDER will escalate the Issue to its Engineering Department, or to the appropriate Vendor as determined by the nature of the Issue.

V. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergence, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

VI. Termination

- a) Early termination by the CUSTOMER before the expiration of the full 5-year term will incur a penalty equal to 100% of the fees still outstanding for the remainder of the 5-year term, except in the case of a material breach by the PROVIDER.
- b) Either party may terminate this Agreement due to a material breach by the other party by following the procedures outlined in the Material Breach clause of this Agreement.

VII. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VIII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

IX. Warranty

- a) The PROVIDER warrants that all hardware and software provided shall be free from defects in material and workmanship for the entire duration of this agreement.
- b) The PROVIDER shall promptly replace or repair any defective hardware or software at no additional cost to the Client during the warranty period.

X. Material Breach Clause

In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement with immediate effect. A material breach shall be deemed to have occurred if any of the following events take place:

- a) Failure to Make Payments: The CUSTOMER fails to make any payment due under this Agreement, and such failure continues for a period of [90] days after receiving written notice from the PROVIDER.
- b) Non-Compliance with Terms: Either party fails to fulfil any material obligation or condition stipulated in this Agreement, and such failure continues for a period of [90] days after receiving written notice from the other party.
- c) Unauthorized Disclosure: Any unauthorized disclosure of confidential information by either party or its employees, agents, or representatives, which results in significant harm or damage to the other party.
- d) Substantial Impairment: Any act or omission that substantially impairs the rights or interests of the other party or prevents the fulfillment of the essential purpose of this Agreement.
- e) Violation of Laws or Regulations: Either party engages in any unlawful, fraudulent, or unethical activities that are in direct violation of applicable laws or regulations, and such violation has a material adverse effect on the other party.
- f) Breach of Warranty: The PROVIDER fails to remedy any defects in hardware or software provided under this Agreement, as stipulated in the warranty section, within a reasonable time after receiving written notice from the CUSTOMER.

Notice of Breach:

In the event of a material breach, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach and providing a reasonable opportunity for the breaching party to cure the breach. The breaching party shall have a period of [90] days from the receipt of the notice to remedy the breach.

Termination:

If the material breach is not cured within the specified cure period or if the breach is of such a nature that it cannot be reasonably cured, the non-breaching party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

Effect of Termination:

Upon termination due to a material breach, the non-breaching party shall be relieved of any further obligations under this Agreement, except for any rights or remedies that have already accrued. The breaching party shall be liable for any damages incurred by the non-breaching party as a result of the material breach.

No Waiver:

The failure of either party to enforce any provision of this Agreement at any time shall not be deemed a waiver of that provision or any other provision, nor shall it be deemed a waiver of the right to enforce such provision in the future.

XI. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan exclusive of its conflicts of law provisions.

XII. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

XIII. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

INTERMUNICIPAL AGREEMENT

This Inter-municipal Agreement is made and entered into the 1stth day of June 2024, by and between the Medfield Fire Department herein referred to as "Department", and The Town of Mansfield, Acting through its Fire Department.

WITNESSETH:

WHEREAS, the Department maintains an emergency medical services (EMS) program; and WHEREAS, the Medical Director is an employee of the Town of Mansfield and WHEREAS, it is necessary to provide a physician medical director for certain duties as provided below. Now, Therefore, the parties do mutually agree as follows:

1. ENGAGEMENT:

The Department hereby agrees to engage the Medical Director through the Town of Mansfield, as the Medfield Fire Department Medical Program Director to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

2. DESCRIPTION OF MEDICAL DIRECTOR'S DUTIES:

- a. To review, as necessary, the medical policy for the Department's Emergency Medical Services system that includes First Responders, Emergency Medical Technicians and Paramedics.
- b. To provide a minimum of four (4) continuing education classes annually at the Medfield Fire Department headquarters.
- c. To oversee mandatory education requirements as set forth by the Massachusetts Office of Emergency Medical Services and/or the Region.
- d. To oversee and assist the EMS Coordinator in the development, implementation, and delivery of mandatory first responder, EMT, and paramedic recertification, refresher training courses and other required training.
- e. To analyze and recommend additional training skills and services which should be provided with consideration to the following: Availability of training; Department/Community needs, and; Financial Resources.
- f. To meet as frequently as necessary with the Department's Chief and/or EMS Coordinator for the purpose of discussing the continual quality assurance of the Program.

g. To notify the Department, in writing, of an Emergency Department Physician who will act as a back-up director in the event the Medical Director will be unavailable to perform his duties.

h. To act as a liaison between the Office of Emergency Medical Services and the Region pertaining to the Department's Emergency Medical Services.

3. RELATION OF PARTIES:

The parties to this Agreement shall not constitute nor create an employer/employee relationship. The Medical Director is an employee of the Town of Mansfield. The Medical Director is not an employee of the Department and he is not entitled to the benefits provided by the Department to its employees including but not limited to group insurance and pension plans.

4. DURATION:

The term of this Agreement shall be from July 1, 2024, to June 30, 2027. It is understood that the Department or the Town of Mansfield may each voluntarily terminate this Agreement by providing thirty days advanced written notice to the other. In the event of termination of this Agreement, except in the case of a material breach, the Town of Mansfield is entitled to compensation for services rendered until the Agreement is terminated.

5. ASSESSMENT:

The Department agrees to pay the Town of Mansfield the sum of Ten Thousand Dollars (\$10,000.00) per fiscal year on or before July 31st of each fiscal year this agreement in effect. Such payment shall be full compensation for services rendered including but not limited to all labor, materials, supplies, equipment, and incidentals necessary to provide the services outlined in this Agreement. Payment of the assessment shall be sent to the following address:

***The Town of Mansfield
Treasurer/Collector
6 Park Row
Mansfield, MA 02048***

6. FAILURE TO PAY ASSESSMENT:

If the Department fails to pay the assessed amount by July 31st of the fiscal year, The Town of Mansfield will notify the Department via mail of an immediate suspension of services. Services can be reinstated through payment in full of the assessment.

7. NOTICES:

Notices to the Department shall be sent to the following address:

*Medfield Fire
Department
114 North St
Medfield, MA 02052*

Notices to the Town of Mansfield shall be sent to the following address:

***The Town of Mansfield
Treasurer/Collector
6 Park Row
Mansfield, MA 02048***

8. SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part will be inoperative, null and void, insofar as it is in conflict with said laws. The remainder of this Agreement shall remain in full force and effect. This Agreement contains the full understanding of the parties.

Town of Medfield

Town of Mansfield

_____ Date:

_____ Date:

CLINICAL AFFILIATION AGREEMENT SIMMONS UNIVERSITY

This Agreement is entered into as of **6/25/2024** (the "Effective Date") by and between **Simmons University** (the "School") and **Town of Medfield by its Select Board, on behalf of Medfield Outreach** (the "Agency"), collectively (the "Parties"). Now therefore, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Scope of Agreement

The School desires to provide its students enrolled in an accredited educational program (the "Interns") with educational experience at the Agency, including clinical and individualized activities. The Agency desires to provide clinical and educational experience to the Interns based upon the terms and conditions of this Agreement. The Parties have entered into this Agreement to memorialize the terms by which the School and the Agency will conduct a program of supervised clinical education for the Interns at the Agency (the "Program").

II. The Program

1. **Program Description.** Prior to the beginning of each semester in which Interns will be placed with the Agency pursuant to the Program, the School shall provide to the Agency a letter confirming the details of the Program for such semester (the "Letter of Confirmation").

The Letter of Confirmation shall include a description of the Program (the "Program Description"), the curriculum, the clinical objectives for the Program, the name(s) of the Intern(s), and the specific dates and hours per week that such Intern(s) will be at the Agency for such semester. The Letter of Confirmation will also contain the names and responsibilities of faculty members and other personnel employed by the School who participate in the Program (such employees of the School will be referred to herein collectively as the "School Personnel") and the names and responsibilities of employees of the Agency who participate in the Program (such employees of the Agency will be referred to herein collectively as the "Agency Personnel"). The Program Description may be modified by mutual written agreement of the School and the Agency.

2. **Acceptance and Assignment of Interns.** The Agency shall have sole discretion to accept or reject any Intern referred to the Agency by the School for participation in the Program, for any reason, except as prohibited by Section VII.1 below. The Interns will be accepted for participation in the Program at stated intervals during the academic year, the specific dates to be mutually agreed upon by the parties prior to the beginning of each semester. The particular activities and assignments of the Interns shall be subject to the discretion of the Agency and may be based upon the availability of Agency Personnel or such other criteria as the Agency may determine; provided,

however, that such activities shall afford the Intern the opportunity to meet the objectives contained in the Program Description. The School may from time to time request that the Interns be reassigned at the Agency, and the Agency shall consider, but is not required to accommodate, such requests.

3. Removal of Interns.

A. The Agency. The Agency may at any time require the removal of an Intern from the Program for any of the following reasons: (i) failure to substantially comply with Agency policies and procedures; (ii) failure to perform work meeting the quality standards outlined in the Program Description; or (iii) failure to provide proper patient care. The Agency shall discuss its decision with the appropriate member of School Personnel and the Intern prior to removal, if possible, and shall provide the School and the Intern with a written explanation of the reasons for removal. Reinstatement of any person so removed shall be in the sole discretion of the Agency. Notwithstanding anything herein to the contrary, the Agency may take any necessary immediate corrective action in order to ensure proper patient care, including immediate termination of any Intern's participation in the Program, but shall report such action and the circumstances thereof to the appropriate member of the School Personnel.

B. The School. The School may remove an Intern from the Program for the following reasons: (i) failure to maintain successful student status as outlined in the School's policies; (ii) violation of the School's Honor Code, or (iii) any other reason deemed sufficient cause by School Personnel. The School shall follow its policies regarding disciplinary procedures when removing an Intern from the Program.

III. Additional School Responsibilities.

In addition to its other responsibilities contained in this Agreement, the School shall have the following responsibilities.

1. School Personnel. The School will assume and maintain the responsibility for the planning and execution of the education program. The School agrees to make the School Personnel available for supervision of the Interns and Program evaluation in accordance with the Program Description.
2. Policies and Procedures. The School agrees to furnish to the Interns and the School Personnel a copy of any written Agency policies and procedures that the Agency provides to the School.
3. Health Documentation. Upon request of the Agency, Interns enrolled in the program and School Personnel who will have clinical responsibilities at the

Agency, shall provide evidence of immunizations prior to the commencement of their activities at the Agency.

4. Insurance. All Interns shall be covered by professional liability insurance with a minimum amount of coverage of \$1 million per incident and \$3 million in the aggregate. The School will provide to the Agency evidence of such coverage upon request of the Agency. The Agency shall hold no responsibility with respect to providing such coverage.
5. Intern Qualifications. Interns enrolled in the educational program at the School shall meet the academic and other qualifications as are consistent with the objectives and requirements of the Program. The School shall run the following checks on Interns in the Nursing program: County Criminal, Nationwide Healthcare Fraud and Abuse Scan, Nationwide Database, Nationwide Patriot Act, Social Security Alert and Residency History.

IV. Additional Agency Responsibilities.

In addition to the other responsibilities contained in this Agreement, the Agency shall have the following responsibilities.

1. General. The Agency agrees to (a) allow each Intern to participate in the Program at the Agency, subject to his/her compliance with the policies of the Agency, including the strict confidentiality of all patient information, (b) provide opportunities for practical and appropriate learning experiences for each Intern, which may include work in various areas of the Agency, attendance at appropriate meetings and use of equipment and supplies, and (c) provide to the School Personnel and the Interns on the same basis as to other similarly situated individuals reasonable use of the Agency's meeting space, cafeteria and library.
2. Patient Care. Notwithstanding anything contained herein to the contrary, the Agency and the School expressly acknowledge and agree that the Agency has and will retain sole and exclusive responsibility for the care and welfare of patients treated at the Agency or under the aegis of the Program.
3. Policies and Procedures. The Agency agrees to promptly provide the School with written copies of the Agency's relevant policies and procedures and any updates thereto.
4. Agency Personnel. The Agency agrees to make the Agency Personnel available for supervision of the Interns and Program evaluation in accordance with the Program Description.
5. Orientation. The Agency agrees to provide orientation to the Agency's facilities, key staff, recording system and other policies and procedures for the School Personnel and the Interns.

6. Evaluation of Interns. The Agency shall delegate an Agency Coordinator(s) who shall be responsible for assisting in the planning, precepting and evaluation of each Intern's performance. The Agency agrees to provide an adequate and responsible evaluation of each Intern upon such terms and conditions as the parties may agree. The School shall specify the form of such evaluation.
7. Expenses/Personal Needs. The Agency agrees to provide locker space to all Interns on the same basis as to other similarly situated individuals. The Agency will not be responsible for arranging, providing or maintaining equipment, clothing, meals, housing, office space, parking, or transportation for the School Personnel, except that the School Personnel and Interns may use the parking facilities at the Agency available to visitors at their own expense.

V. Joint Responsibilities.

The School and the Agency agree to share the following responsibilities.

1. Health Services. The Agency shall have no responsibility for providing health services for the Interns, except that the Agency shall provide emergency medical care to the Interns in the event the need arises. It is agreed that the charges for any treatment provided by the Agency will be billed to the appropriate health insurance covering the Interns.
2. Confidential Information. The School Personnel and the Interns shall maintain in strictest confidence any patient information to which they may have access, in accordance with HIPAA and other applicable privacy laws. The School and the Agency shall inform the Interns of this requirement.
3. Research. The School and the Agency agree that neither the School nor the Agency, nor any Intern, School Personnel or Agency Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at the Agency without first obtaining a written determination made by the School Personnel and the Agency Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study.
4. Indemnification. The School shall indemnify and hold the Agency and its employees harmless from and against any and all claims, demands, damages, liabilities, actions, proceedings, judgments, awards, costs and expenses (including reasonable attorney's fees) arising out of participation by the School, the School Personnel or the Interns in the Program including any action brought by any School Personnel resulting from the Agency's evaluation, supervision, assignment, reassignment, removal or discharge of School Personnel participating in the Program, except for claims ultimately determined to be the

result of the negligence or inappropriate conduct of the Agency. Notwithstanding anything contained hereinto the contrary, in no event will the School or the Agency be liable to each other for indirect, consequential, special or exemplary damages.

VI. Term and Termination.

This Agreement shall commence on the Effective Date and continue for a term of one year. This Agreement shall automatically renew for one year upon each anniversary of the Effective Date unless earlier terminated. This Agreement may be terminated at any time with or without cause by either party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Interns then at the Agency and participating in the Program. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement immediately upon written notice.

VII. General.

1. Non-Discrimination. In no event shall any individual participating in the Program be discriminated against on the basis of color, race, age, national origin, gender, gender identity or expression, religion, disability or sexual orientation.
2. No Financial Arrangement. The Agency shall not compensate or reimburse the School, the Interns or any of the School's employees, agents or faculty members in connection with any School Personnel's participation in the Program. The School shall pay and administer all compensation and fringe benefits due its School Personnel, if any, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable.
3. Independent Contractors. The School and its interns and the Agency shall have the status of independent contractors and neither party shall have the authority to bind the other in any matters relating to this Agreement. Neither the Interns nor the School Personnel will be entitled to receive compensation, workers' compensation benefits, or other financial benefits from the Agency.
4. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended or revoked except by a written agreement signed by each party referring specifically to this Agreement. This Agreement supersedes all other prior similar agreements between the parties. No

amendment or modification of this Agreement shall be made except in writing and signed by the authorized representatives of both parties.

5. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
6. Notice. Except as otherwise provided herein, all notices required hereunder shall be deemed to be given when mailed, by registered or certified mail, or transmitted by facsimile, and addressed as follows in accordance with this Section:

Simmons University
Simmons Online
300 The Fenway, P – 108
Boston, MA, 02115

Simmons University
Office of the General Counsel
300 The Fenway, Suite A-230
Boston, MA, 02115

Town of Medfield Select
Board on behalf of Medfield
Outreach
459 Main Street
Medfield, MA 02052

-
-
7. Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other party in any publicity without the prior written permission of the party whose name is to be used; provided, however, that by signing this Agreement, the Agency agrees that its name may be included in the School's publications which list sites affiliated with the Program.
 8. No Third Party Beneficiaries. This Agreement is entered into by and between the undersigned Parties for their own benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any other Party, and no third Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.
 9. Executed Original Copy. To be fully executed this Agreement must be signed. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement on its behalf as of the Effective Date.

SIMMONS UNIVERSITY**TOWN OF MEDFIELD**

SIGNATURE		SIGNATURE	
NAME:	KELLY HAGER	NAME:	
TITLE:	ASSOCIATE PROVOST FOR CURRICULUM, ASSESSMENT, AND ACCREDITATION	TITLE:	Chair of the Select Board
DATE:		DATE:	

TOWN OF MEDFIELD ¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between, Town of MEDFIELD, 459 Main Street, MEDFIELD, MA 02052 (the "Town"), and

Vanasse Hangen Brustlin, Inc.
["Contractor"]

Thomas Jackman, Sr. VP
[Contact Name for Responsible Person]

260 Arsenal Place #2
PO Box 9151

Watertown, MA 02471

[Address of the Contractor]

617 924 1770
[Telephone Number]

617 924 2286
[FAX Number]

TJackmin@vhb.com
[email address]

1. This is a Contract for the procurement of the following:
See attached **Exhibit A** – "Project Description and Scope of Work"

2. The Contract price to be paid to the Contractor by the Town is:

FIVE HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED AND NO/100s DOLLARS (\$556,500) as more fully set forth on **Exhibit B** "Compensation". The Contractor shall not be compensated any further amount for the completion of all items included in Tasks 1.0-6.0 as set forth in the Scope of Services.

3. Payment will be made as follows:

- 3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

¹ Contract Long Form_Engineer and Architect Services – not for building

3.2 Fees and Reimbursable Costs combined shall not exceed \$8,000 as more fully set forth in the Contractor Documents. Fees and Reimbursable Costs are those which are listed on **Exhibit B1**.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents in accordance with the Scope of Services but in no event longer than three (3) years, unless

extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. Contractor shall perform its Services as set forth as expeditiously as consistent with the Standard of Care in 21 below and the orderly progress of the Work. Contractor shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of Contractor.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, 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.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

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

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within

the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of MEDFIELD shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the

prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town, provided, however, that Contractor may assign its right to collect payment as may be required by lender agreements.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of MEDFIELD unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. 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.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of MEDFIELD shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the highest professional skill and care provided by engineers practicing in Greater Boston under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

22. Indemnification:

- 22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the

Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

- 22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

23.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

23.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of MEDFIELD as an additional insured, and which shall

cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions

Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract. Notwithstanding the foregoing, The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain standard report language or individual standard features, including, but not limited to design details, features and concepts from Contractor's own practice detail library, which collectively may form portions of the materials for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. If Town uses in any way any incomplete work delivered due to cancellation of all or portions of the work or contract termination, Town will remove Contractor's name and other identifying information from the work product. The Town defends, indemnifies, and holds harmless Contractor from all claims, damages and expenses including attorney's fees arising out of the Town's use of incomplete work product or the use by others acting through the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner 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 of a similar or different matter.

29. Severability

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

30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

33. 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 and representations, 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 have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of MEDFIELD by:

Board of Selectmen Date

Print Name

Board of Selectmen Date

Print Name

Board of Selectmen Date

Print Name

Chief Procurement Officer:

Date

Certified as to Form:

Town Counsel Date

The Contractor by:

Signature 6/10/2024 Date

Thomas W. Jackmin
Chief Strategic Growth Officer
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

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:

Thomas W. Jackmin

Print Name

Chief Strategic Growth Officer

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Thomas W. Jackmin

name of signatory

Vanasse Hangen Brustlin, Inc.

name of contractor

principal place of business is at 260 Arsenal Place #2, PO 9151 Box,

Watertown, MA 02471-9151

does hereby certify under the pains and penalties of perjury that

Vanasse Hangen Brustlin, Inc.

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

6/11/024

Date

Thomas W. Jackmin

Name

04-2931679

Federal Tax ID # or Social Security #

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED



Engineers | Scientists | Planners | Designers

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Client Authorization

EXHIBIT A

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.01

Project Name: Medfield State Hospital Redevelopment – LUMP SUM TASKS

To: Town of Medfield

Contract Manager: Kristine Trierweiler

459 Main Street

Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: February 2025

PROJECT DESCRIPTION

Vanasse Hangen Brustlin, Inc. (VHB) will provide the following civil engineering consulting services to the Town of Medfield (the Client).

VHB has prepared this document to outline the overall scope of services, as we currently understand it, that VHB will complete as part of this contract for the design permitting and construction of approximately 48-acres of the Medfield State Hospital Site redevelopment and related off-site improvements. This work will be developed with the Town and directly coordinated with the developer - Trinity Acquisitions, LLC (Developer) including their consultant project team (including, Architect, MEP Engineer, Landscape Architect, Geotechnical Engineer, Permitting Consultant, Sustainability Consultant, Legal Counsel, Historic Resources Consultant and Cost Estimator).

It is understood that Trinity Acquisitions, LLC will be included in all design coordination and schedule planning of the proposed infrastructure, as a benefit to full site coordination.

The Scope of Services included in this Agreement are inclusive of the project areas identified in the following Exhibits dated April 7, 2023 as approved by the Town of Medfield under the Medfield State Hospital Development Plan, Decision SP & SPA #23-01:

- › Roadway Design within "Subdivision / Public Roadway Boundary", as indicated on Exhibit P
- › Parking Area & Site Design within "Trinity Proposed Project Development Area", as indicated on Exhibit P
- › Water Tower Parking Lot
- › Pavement Mill & Overlay of Cottage Street between South Street and Hospital Road
- › Associated Infrastructure Connections to Hospital Road
- › Additional Sanitary Sewer Extension from Cottage Street to Stoneridge Way
- › Off-Site Intersection Improvements per Exhibits R1 and R2 (with concept study of Exhibit R4 as noted under Task 4.3)
- › The following areas are Not in Scope (NIC) of this contract:

- Cultural Alliance of Medfield Leased Premises, as indicated on Exhibit P
- Resultant Town-owned parcels not otherwise specifically noted herein, as indicated on Exhibit P

This Scope of Services is provided for the Tasks which shall be performed under a Lump Sum basis, and is assumed to be performed concurrently with the separate Scope of Services for the Tasks to be performed on a Time & Materials basis, both of which applicable to the limits of work and key assumptions as noted herein.

SCOPE OF SERVICES

A detailed summary of each component of the scope is presented below. This work builds off the Roadway & Infrastructure Preliminary Design and the Draft Design Development prepared by the Developer and approved by the Client:

1.0 DESIGN DEVELOPMENT

Based on the existing conditions site survey, the MassWorks Application Design Plans, and the approved Medfield State Hospital Development Plan documentation, VHB will prepare the following civil engineering documents to support the design and permitting phase of the Project. For the purposes of this scope and fee VHB has assumed that we will develop **one (1)** set of documents documenting the site civil work required on both the roadway and site development portions of the project. Under the construction phase, the project will be separated into two (2) separate packages as noted under Task 3.0.

1.1 Design Development Site Plans

VHB will prepare one (1) overall, comprehensive set of Design Development site civil engineering plans for the Project. VHB's plans developed under this task are intended to support design and permitting and are not intended to be used for construction. The design plans will be developed as a single set of plans incorporating the roadways and site development infrastructure, and will be produced in parallel with the Developer's site development building, landscape and MEP designs.

VHB's plans will consist of the following:

- › **Title Sheet:** This sheet will contain a project locus map, drawing index and property ownership.
- › **Existing Conditions Plans:** As prepared by VHB under a separate contract.
- › **Site Preparation Plans:** This plan will contain anticipated locations of erosion and sedimentation controls in accordance with the 2022 National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) for Stormwater Discharges from Construction Sites as well as any applicable municipal regulations regarding erosion and sedimentation control. The plan will identify the location and description of perimeter and inlet erosion controls, preliminary construction vehicle stabilized egress locations, and anticipated tree removal and protection (as directed by the Landscape Architect) required to support the Project. The contractor will be responsible for updating this plan throughout the duration of construction to accommodate the phasing of work and maintain conformance with the NPDES CGP.
- › **Layout and Materials Plans:** This plan will show the proposed geometric layout and dimensional requirements of vehicular areas. For coordination purposes, the plan will also show hardscape elements and amenities developed by the Developer's landscape architect including pedestrian walkways. It is assumed that the landscape architect will also provide the layout of plantings, lighting and furnishings (if applicable) within the roadway right-of-ways. VHB's plan will contain a zoning and parking table demonstrating compliance with zoning requirements. VHB will identify materials anticipated to be used for construction (e.g. curbing types, pavements, and other surface treatments) on this plan.
- › **Grading and Drainage Plans:** Grading and drainage plans will show the proposed topography at one-foot contour elevations supplemented by spot grades and the location, size and invert elevations

of proposed drainage facilities. VHB will provide proposed grading for parking lots, roadways, and walkways within the proposed roadway right-of-ways. For coordination purposes, these plans will also show the site walkways and amenities grading provided by the landscape architect, and accessible connections to building entries as provided by the architect and landscape architect. VHB will review site grading as prepared by the landscape architect for coordination with the proposed stormwater management design. If necessary, VHB will show retaining walls on the Site; however, VHB has assumed that retaining walls are to be pre-fabricated modular type wall systems designed by the wall manufacturer and/or designed by the Landscape Architect. In developing this scope, VHB has assumed that the Geotechnical Engineer will be responsible for providing the following:

- Site Earthwork specification and if applicable, dewatering specification;
 - All foundation design including utility infrastructure foundations;
 - Pavement section recommendations;
 - Foundation drainage recommendations; and
 - Determination of depth to estimated seasonal high groundwater table (ESHGWT) and soil permeability data needed to support the design of stormwater management systems in accordance with the Massachusetts Department of Environmental Protection (MassDEP) Stormwater Handbook.
- › **Utility Plan:** Based on VHB's current understanding of the Project, the anticipated utility improvements associated with the project are limited to upgrading existing services from Hospital Road into the renovated buildings, an extension of approximately 1,250 linear feet (LF) of sanitary sewer main along Hospital Road from Cottage Street to Stoneridge Way, and developing a stormwater management system design for the Project. VHB has assumed the following:
- VHB civil utility design will include sanitary sewer, storm drainage and stormwater management, and fire protection and domestic water distribution systems up to a point 10-ft from the buildings per Massachusetts plumbing code.
 - Sanitary connections to the Project will be via gravity, and VHB reserves the right to modify this contract if sewage pumps are required.
 - VHB will prepare utility profiles for approximately 1,250 LF of new sanitary sewer main from Cottage Street to Stoneridge Way as identified during the Due Diligence phase of the Project to support the off-site sanitary sewer extension and sewer connection permit.
 - Electric, lighting and telecommunications utilities will be designed by the MEP Engineer and shown on VHB's plans for location and coordination purposes only. VHB will graphically depict locations of service connections, transformers and emergency generators as identified by the MEP Engineer.
 - Electrical infrastructure to support electric-vehicle (EV) charging and EV-ready spaces required for the Project will be provided by the MEP Engineer.
 - The Project is understood to not include emergency bluephones, natural gas, steam, geothermal, solar/photovoltaic panels or thermal utilities. Should these utilities be incorporated, VHB reserves the right to modify this contract and it is assumed that they will be designed by the Developer's MEP Engineer and included on VHB's plans for location and coordination purposes only.
 - VHB design services exclude non-soil-supported utilities such as aerial runs or exposed piping within areaways.
- › **Typical Cross-Sections:** VHB will provide typical roadway cross-section plans outlining general surface features and utilities, as determined in the Development Plan approved by the Town. Typical sections will be supplemented with input from the Landscape Architect on proposed plantings, furnishings and lighting.

- › **Site Details:** Site-specific typical details will be provided to allow for additional clarification of the above-referenced parts, as necessary.

1.2 Stormwater Management Report

The Project is expected to include work that falls under the jurisdiction of the Town of Medfield Planning Board and Department of Public Works. It is also assumed that the Project will result in changes in cover characteristics resulting in the potential for a detailed stormwater management plan. The Massachusetts Department of Environmental Protection (DEP) Stormwater Management Regulations and local bylaws will require the design of a stormwater system that will manage stormwater runoff in accordance with the current DEP Stormwater Management Standards (issued February 2008) and Chapter 235 – Stormwater Management of the Medfield Bylaws. To document the design, VHB will prepare a Stormwater Management Report to support and accompany the Plans. It is assumed that the Project will obtain associated entitlements for stormwater management prior to MassDEP pending stormwater regulation updates.

This scope of services assumes that the stormwater management design is developed as one shared system and analysis of the entire redevelopment project area, and that water quality and quantity mitigation elements including but not limited to infiltration and detention systems shall be developed to address both the roadway and site development areas collectively.

1.2.1 Hydrologic Analysis

VHB will prepare a hydrologic report to evaluate existing and proposed conditions. Soils on the Site will be classified based on the most recent Natural Resources Conservation Service (NRCS) delineations as shown on the NRCS maps. VHB will develop a hydrologic model to determine existing and proposed peak runoff rates and volumes for storm events with recurrence intervals of 2-, 10- and 100-years.

It is anticipated that the Project will be required to provide direct stormwater infiltration of runoff to mitigate the effects of increased impervious surfaces on the Site. VHB has assumed that the Developer will be obtaining the services of a Geotechnical Engineer. VHB will prepare a plan that shows the locations of needed soil borings/test pits for use by the Client's Geotechnical Engineer in determining seasonal high groundwater elevations, soil infiltration rates, and underlying soil characteristics. VHB has assumed that the Geotechnical Engineer will complete their analysis in accordance with the Massachusetts DEP Stormwater Management Handbook.

1.2.2 Hydraulic Calculations

VHB will prepare stormwater calculations to support sizing of the proposed closed-drainage system, including roof drainage. VHB will size pipes based on a 25-year storm frequency unless otherwise instructed by Client or Town standards/regulations.

1.2.3 Stormwater Management Report

The Massachusetts Stormwater Management Regulations require that several additional documents be submitted along with the hydrologic and hydraulic calculations as part of the Stormwater Management Report. VHB will supply the following information:

- › DEP Stormwater Checklist to be complete and stamped by a Massachusetts Professional Engineer;
- › Narrative describing Low Impact Development (LID) and environmentally sensitive design elements that are proposed to be used for the Project;
- › Calculations for the Required Recharge volume of stormwater runoff;
- › Total Suspended Solids (TSS) removal worksheets;
- › A Long-term Pollution Prevention Plan template;
- › A Construction Period Pollution Prevention and Erosion/Sedimentation Control Manual;

1.2.4 Stormwater Operations & Maintenance Manual

VHB will prepare a Stormwater Operations and Maintenance (Stormwater O&M) Manual for the Site as required by the Town. In developing the manual, VHB will document existing and proposed infrastructure (catch basins, swales, detention basins, outlets, building roof drain connections and vegetative areas). Once the inventory is complete, VHB will prepare a Stormwater O&M Manual which will consist of the following sections:

- › Introduction
- › Source Control
- › Spill Prevention
- › Snow Management
- › Maintenance of Stormwater Management Systems
- › Operation and Maintenance Summary & Log Forms
- › Figures Showing Locations of Stormwater Features

Note: VHB will not be responsible for updates to or implementation of the Stormwater O&M Manual.

2.0 MSH DEVELOPMENT CONSTRUCTION DOCUMENTS

Once the applicable land-use permits have been obtained and the MEPA process concluded as outlined under the separate T&M Contract, based on the one (1) overall design prepared under Task 1.0, and upon direction from the Client to proceed, VHB will separate the overall design package into two (2) separate sets of Construction Document Site Plans, as noted below:

- › One (1) set limited to the work performed for the roadway infrastructure, as highlighted in orange on Exhibit P, also including the mill & overlay of Cottage Street and the Hospital Road sanitary sewer extension to Stoneridge Way; and
- › One (1) set documenting the site development infrastructure serving the buildings and site amenities, as the resultant unshaded areas within the Project Development Area on Exhibit P.

Each set will include a key/context plan(s) for the overall design package. For the purposes of this scope and fee, VHB has assumed that we will issue each set of documents at two (2) intervals: 50% Construction Documents and 100% Construction Documents, allowing opportunity for Client and Developer input, assumed to be limited to minor corrections and clarifications. Site Plans for each set shall be formatted as outlined under Task 1.0.

2.1 Site Construction Plans

VHB will advance the Design Development/Permit Phase Site Plans completed under Task 1.0 and the Permitting Tasks under the separate T&M Contract, with additional clarification and detail for construction. As part of this task, VHB will review the final architectural, landscape architectural, and MEP drawings provided by Client for consistency with the site-related project elements. VHB will rely upon information provided by the Project Team in the refinement of the construction plans and specifications.

The plans and details will be advanced to include the following:

- › Additional clarifications and details to enable construction in accordance with the design intent of the site plans;
- › Comments received from the Client, Developer, and reviewing authorities;
- › Final architectural and structural layout of exterior connections to the existing building improvements;
- › Verification of pedestrian and vehicular access ways;
- › Final locations of utility service locations and detailed utility design;

- › Review for compliance with the latest site accessibility standards relating to the site improvements;
- › Incorporation of the final geotechnical engineering requirements; and
- › Detailed grading and layout of vehicular areas and coordination with walkways and other site features as designed by the Landscape Architect.

Please note that significant changes resulting from modifications to the development program, response to comments from the regulatory authorities and issuance of multiple versions of Construction Plans (e.g. 90% plans, bid documents) may require a modification to VHB's scope and fee.

2.2 Site Construction Specifications

VHB will provide CSI Masterformat site-related technical specifications for work included within our purview. VHB will incorporate recommendations from the geotechnical engineer for paving into the appropriate specifications. VHB assumes the geotechnical engineer will provide the Earthwork and Dewatering specifications. VHB assumes that the Client will be responsible for preparing bid and contract documents. VHB will prepare two separate specification packages: one for roadway infrastructure and one for the site development.

VHB anticipates the following technical site specifications:

Anticipated Site Specification Sections

007355	EPA NPDES General Permit for Construction Activities
018900	Site Construction Performance Requirements
033055	Cast-In-Place Concrete (Site)
101455	Traffic and Regulatory Signage (Site)
311000	Site Clearing
312500	Erosion and Sedimentation Controls
321100	Base Courses (Pavements) **
321215	Asphalt Paving **
321610	Curbing
321723	Pavement Markings
331000	Water Utilities
333900	Sanitary Utility Sewerage Structures
334000	Storm Drainage Utilities
334020	Warning and Tracer Tape
347113	Vehicle Barriers

*** relies upon input from Geotechnical Engineer*

2.3 Environmental Protection Agency (EPA) Construction General Permit (CGP)

2.3.1 U.S. Fish and Wildlife (USFWS) Outreach

The Project is located within mapped habitat for the federally endangered Northern Long-Eared Bat, as noted by the U.S. Fish and Wildlife's (USFWS) Information for Planning and Consultation website (IpaC). VHB will request the required 4(d) Rule consistency letter from USFWS in compliance with Section 7 of the Endangered Species Act (ESA) for inclusion into the Project Erosion and Sedimentation Control Manual.

Should the USFWS consultation indicate that the project's discharges or discharge-related activities will have an adverse effect on ESA-listed species and/or designated critical habitat, additional coordination may be required and VHB reserves the right to modify this scope of services.

2.3.2 NPDES Permitting Assistance

The proposed project will alter greater than one acre of land. Accordingly, the individual/s who control the construction activities on the site (e.g. owner, contractor/s) are required to file a Notice of Intent (NOI) and receive acknowledgement from the EPA at least fourteen days prior to the start of construction pursuant to the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Sites (CGP) with the United States Environmental Protection Agency (EPA). These regulations require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the site-specific construction activities and implementation by the individuals who control the site. The SWPPP must be in place at the time of the filing of the EPA NOI.

VHB will prepare an Erosion and Sedimentation Control Manual that will assist the contractor, developer and client in the development of a complete SWPPP. This Manual, which is not the final SWPPP, will consist of the information noted below. A SWPPP is complete when the contractor executes additional required information including but not limited to contact information, construction logistics plans and schedule information.

- › Project Drawings relative to stormwater management
- › Project/Site description
- › Drainage Report, as an attachment
- › Soils information (Natural Resources Conservation Service and site specific, if available)
- › General project phasing, to be reviewed, modified, and confirmed by the contractor and owner
- › Description and details of recommended and required erosion control Best Management Practices (BMPs)
- › Temporary and final stabilization recommendations and requirements
- › Inspection schedule and maintenance checklists for BMPs
- › Description of spill prevention and response actions
- › Copy of the NPDES Construction General Permit regulations
- › Description of additional steps required by the Owner/Contractor for completing the SWPPP and filing the NOI for the NPDES.
- › Consultation with Mass Historic Commission, MHC (documented by the Developer's permitting consultant as part of the MEPA process).

Note: *This is a construction related permit that relies upon final construction drawings. There is no review process (other than EPA confirmation under the Endangered Species Act) or extended timeline associated with this phase. The contractor shall assume sole ownership of the SWPPP and will be responsible for filing the NPDES NOI. The contractor shall also be solely responsible for implementing and adapting the SWPPP to the contractor's project construction schedule and phasing program in whatever way necessary to meet the requirements and intent of NPDES General Permit.*

3.0 OFF-SITE INTERSECTION IMPROVEMENTS

Based on the Transportation Impact and Access Study and Development Plan approval, and upon direction from the Client to proceed, VHB will prepare the following civil engineering documents to support the design of the proposed off-site mitigation improvements. It is assumed that the off-site mitigation scope shall be based on the concepts as outlined in Exhibits R1 and R2 of the Medfield State Hospital Development Plan, dated April 7, 2023, and verified upon direction from the Client prior to VHB proceeding.

It is assumed that procurement, contracting and general requirements sections (as applicable) for off-site intersection improvements work will be prepared by the Client, and that the work will be executed through a competitive bid process led by the Client.

VHB will develop 50% Design Plans for Client Review and a Final Plans, Specifications and Estimate (PS&E) Package. The Notice of Intent will be submitted based on the 50% Documentation.

3.1 Wetland Resource Area Delineation

Based on a desktop evaluation of MassGIS information, wetland resource areas jurisdictional under the Massachusetts Wetlands Protection Act (WPA) and the Town of Medfield Wetlands Bylaw are present along the Project Site extent of the Harding Street and North Street intersection. As part of this scope, VHB Environmental Scientists will visit the Project Site to delineate regulated wetland resource areas subject to federal, state, and/or local jurisdiction. The Environmental Scientists will delineate the resource area boundaries in accordance with requirements of the Massachusetts Department of Environmental Protection (DEP) and the U.S. Army Corps of Engineers (USACE) and will mark relevant resource area boundaries with numbered plastic flagging. VHB will record the flag locations in the field during the delineation with a handheld GPS device capable of sub-meter accuracy. This scope assumes that one two-person field team will require a half day to delineate the boundaries of jurisdictional wetlands on the Project Site. The Environmental Scientists will collect data to support the delineation, including representative photographs and field notes describing wetland and upland plant communities, soils, and hydrology in accordance with DEP criteria. Where applicable, the Environmental Scientists will prepare DEP Wetland Delineation Forms to support the delineation. The schedule will depend on weather conditions and in the event of snowfall or other adverse weather conditions, the schedule may be delayed.

VHB Environmental Scientists will provide the following deliverables as part of this scope:

- › Delineated wetland resources on Project Site, marked with plastic survey flagging;
- › Wetland field data forms;
- › Field notes (description of wetlands and justification for delineation); and
- › Photographic documentation

3.2 Survey Base Plan

VHB will provide services for right-of-way and field survey of Harding Street & North Street, Harding Street & West Street, and Hospital Road & Harding Street.

VHB will perform a field survey to locate existing ground features along the roadway and 10 ft. from ROW, as shown on the sketches below. The survey will include the locations of such features as: paved areas, curbing, landscaping, sidewalk, walls, surface utilities, wetlands that are located within the limits of work. In addition, ground elevations will be taken at sufficient locations to produce one-foot (1') contours throughout the project limits. Benchmarks will be set appropriate intervals throughout each roadway intersection. Horizontal and vertical control will be based on the Massachusetts Grid System of 1983 and NAVD of 1988.

The Right of Way will be determined from record layout plans. Property Lines abutting said right-of-way will be shown based on plans and deeds of record. Right-of-Way and boundary monuments will be field measured, compiled with record data and shown on the plan. Abutter names will be obtained and shown on existing base plan.

Surface utilities within the limit of the roadway will be field located. Underground utilities will be shown from plans of record supplied by the utility companies. Drainage and sewer rims and inverts will be determined and shown on the base plan.

3.3 Intersection Design Documentation

Based on the existing conditions survey, Exhibit R1, and upon direction to proceed by the Client on the selected intersection option for Harding Street at Hospital Road from Exhibit R2 and the concept study performed under separate T&M Contract with the Client, VHB will prepare one (1) package for the

intersection design documentation outlined below including each of the two (2) off-site locations. For the purposes of this scope and fee, it is assumed that the documentation outlined below will be prepared to Massachusetts Department of Transportation (MassDOT) standards, the American Association of State Highway Transportation Officials (AASHTO) standards, and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), including the MassDOT Project Development and Design Guidelines (PDDG), latest editions as of this proposal date. The design will be suitable for public bid. The documents will be issued at two (2) intervals, 50% Design Plans and Final Plans for PS&E (Plans, Specifications & Estimate) submission.

It is assumed that the 50% Design Plans shall be utilized for the Notice of Intent (Task under separate T&M Contract) filing as described below.

3.3.1 Design Plans

VHB will prepare design drawings for the reconstruction of two (2) intersections, including the following components:

- › Construction/materials
- › Layout
- › Pavement Markings
- › Sign Summary
- › Construction Details
- › Wheel Chair Ramp Details
- › Sidewalks
- › Curbing
- › Drainage
- › Temporary Traffic Control Plans (TTCPs)

3.3.2 Technical Specifications

VHB will prepare Special Provisions to the Standard Specifications in accordance with the MassDOT Specification for Highways and Bridges and respective utility owner's requirements.

3.3.3 Stormwater Memo

It is assumed that the proposed intersection improvements within the public right-of-way will result in negligible changes in overall impervious area and/or impact to existing overall drainage patterns. VHB will prepare a brief technical memo outlining the stormwater management and drainage conditions associated with the improvements to support the Notice of Intent filing under separate T&M Contract).

3.4 Bid Support

VHB will provide Bid Phase Support to the Client for the Off-Site Intersection Improvements based on the PS&E Documents prepared. It is assumed that this process will be led by the Client and Project Construction Manager, and VHB has assumed to provide support services for the following:

- Attendance at (1) pre-bid meetings for Civil/Site and Landscape subcontractors, each assumed to include participation of two (2) VHB staff members.
- Review and response to sub-contractor's questions and bid-RFIs during the bid period; and
- Review of subcontractor bids.

SCHEDULE

VHB will begin performance of this Scope of Services upon receipt of a fully executed Agreement. The Client understands that VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the Project Team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is VHB's understanding that the Client is providing the ultimate direction to and coordination of the Project Team. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. The schedule is also subject to weather, and is exclusive of Client and local review of deliverables.

VHB anticipates the below schedule durations for performance of the services outlined herein. To the extent possible, some portions of the Tasks below are understood to overlap in an effort to reduce the overall duration of design and approvals. The schedule and scope of services noted herein are also reliant on the Project schedule following the durations as noted in the separate T&M Contract.

- › Task 1.0 – Design Development / Permit Phase Design 4 Months
- › Task 2.0 – MSH Development Construction Documents 4 Months
- › Task 3.0 – Off-Site Intersection Improvements 8 Months
 - Upon NTP from the Client, VHB will prioritize and initiate Tasks 3.1 and 3.2. Task 3.3 may proceed upon confirmation from the Client on which concepts to progress into design.

If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

SERVICES NOT INCLUDED

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

KEY PERSONNEL

Roles and responsibilities for the primary consultant contacts/key personnel will be:

- › Christopher Lovett, PE Principal in Charge
- › Jeff Koetteritz, PE Project Manager and Design Lead, Site/Civil Design
- › Matthew Kealey, PE Senior Lead, Traffic Engineering
- › Craig Robertson, PLS Senior Lead, Survey/Geomatics
- › Wayne Amico, PE Senior Lead, Transportation Design

KEY ASSUMPTIONS

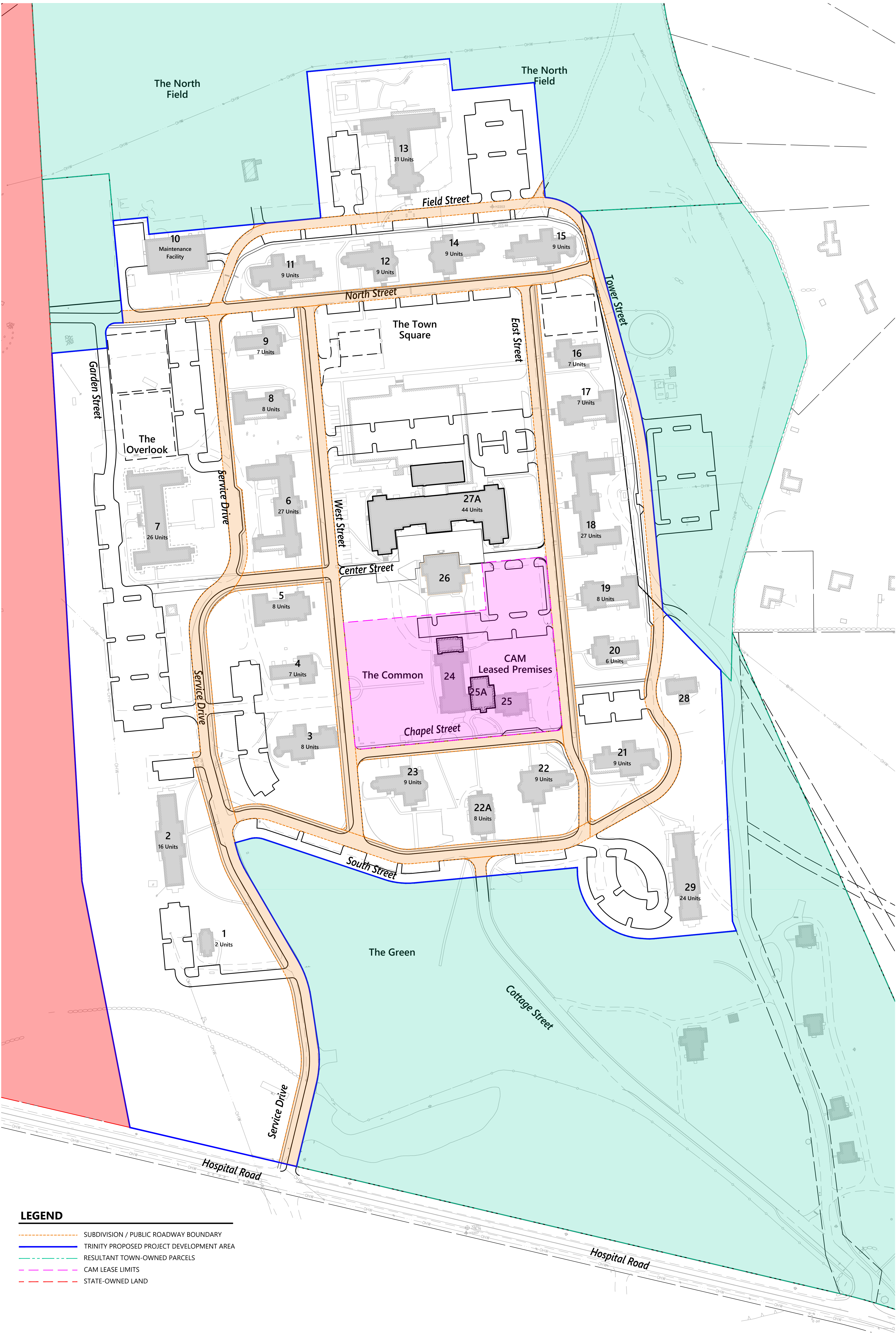
In developing this scope and fee estimate, VHB has made the following key assumptions in addition to any assumptions previously described herein. Significant changes to VHB's assumptions may require changes to the scope and fee associated with this Agreement.

- › This scope of services does not anticipate design criteria or application for LEED or any other sustainable initiative credits beyond the municipal/regulatory requirements. Should additional accreditation be pursued, VHB reserves the right to modify this scope.
- › Permitting Support services listed in this agreement are included as the "Pre-Development" actions required per the Permitting Timeline prepared by the Developer, dated June 28, 2022, and based on the Decision: SP & SPA 23-01 issued by the Medfield Planning Board in April 2023. It is assumed that additional pre-construction permitting services listed in the timeline, and/or any additional permit actions that are not listed in this scope of services, shall be provided under a separate contract.
- › It is assumed that capacities of the water distribution system shall be designed in conformance with the Medfield State Hospital Master Plan, as prepared by PARE engineering, and no modifications to the water system modeling or off-site improvements will be required.
- › The design of any off-site mitigation improvements, with exception of the 1,250 LF of sanitary sewer as noted under Task 1.0, or the off-site intersection improvements as noted under Task 3.0, that the Client may commit to during local, state, or other review processes are not included in this scope or fee.
- › The Client and Developer will supply building program information and other required supporting data for the proposed Project.
- › All utility and stormwater systems serving the site are assumed to have adequate capacity to support the proposed facilities, and are accessible at the site perimeter. Relocations or off-site improvements to these infrastructure systems beyond those specifically noted herein will not be required.
- › Preparation of new or additional evaluations or analyses for onsite or offsite project components, significant changes to site layout, relocation and/or redesign of site drainage or other utilities, or similar significant changes after design of the stormwater management system will be undertaken as additional services beyond the scope of this Agreement.
- › The Developer's Landscape Architect will provide details on surface treatments (including adjacent sidewalk areas), including subgrade requirements.
- › Tasks and submissions related to building demolition will be the responsibility of the Construction Manager.
- › Design scope of work and corresponding fee estimates are based on the assumption that significant changes are not made to the building program from the predecessor design milestone (e.g. no significant changes from the Development Plan Approval and Massworks Application to design development and no significant changes from design development to construction documents).
- › There are no wetland resources on or adjacent to the Site, with exception of the off-site intersection of Harding Street and North Street as noted herein.
- › The Client and Developer will be responsible for preparing bid and contract documents and supporting any bid processes associated with funding programs. VHB will play a support role in the bid process as noted herein.
- › The Project will coordinate design with the abutting Bellforge Center for the Arts Project, assumed to consist of the Cultural Alliance of Medfield (CAM) Leased Premises as shown on Exhibit P of the MSH Development Plan.
- › The Project does not include the design of proposed geothermal energy or solar/photovoltaic systems.
- › It is assumed that a single Construction Manager will be contracted to execute the work included herein.
- › This scope and fee assumes that record as-built survey information shall be provided by the Contractor.
- › It is understood that the Project shall need to comply with certain requirements of the National Parks Service, and that criteria will be identified by the Developer.

- › All Phase 1 investigation and other hazardous material investigations, studies and mitigation plans have been completed and are adequate to provide clear guidance to contractors regarding dewatering protocols and MCP compliant management of soil excavation, exports and imports.
- › Soil pre-characterization and scope for remediation of potentially hazardous material (if applicable) will be developed and implemented by others under a separate contract.
- › Turbidity monitoring and reporting under EPA-related permits (if applicable) will be provided by the Geotechnical Engineer.
- › Scope for off-site intersection improvements assumes the following:
 - The proposed intersection improvements within the public right-of-way will result in negligible changes in overall impervious area and/or impact to existing overall drainage patterns. VHB will prepare a drainage memorandum as noted under Task 3.3.3, and it is assumed that drainage improvements associated with the project will not require new stormwater management systems, and that the roadway will continue to utilize country drainage or updated connections of drain inlets to the existing system as currently functions.
 - No undergrounding of existing overhead utilities will be required. Any required relocation of existing utility poles impacted by the project (if applicable) will be identified by VHB. All coordination and relocation efforts for any affected poles shall be provided by the Client in cooperation with the utility providers.
 - No impacts outside of the public right-of-way, therefore no right of way plans or recordable plans and instruments for easement of taking acquisitions of abutting properties is included.
 - Bid phase services assume public bid coordination services.
 - Pavement testing or pavement design services are assumed to be provided by the Project Geotechnical Engineer.
 - All off-site intersection improvements shall be stop- or yield-controlled intersections only, and will not require the design or implementation of traffic signal systems, signal equipment, or pedestrian crossing signals, as part of the scope of work.
 - Traffic data analysis, reporting, or collection assumed to have been completed under prior Master Plan efforts and as part of the MSH Development Plan, no additional traffic analysis or support is included.
 - No road safety audit is included.
- › Assumes all submissions will be provided electronically and that VHB will not be submitting hard copies for the milestone deliverables noted herein.

SUPPLEMENTAL EXHIBITS:

- › Exhibit P – Preliminary Boundary Plan, April 7, 2023
- › Exhibit R1 – Off-Site Improvement Plan, April 7, 2023
- › Exhibit R2 – Off-Site Improvement Plan, April 7, 2023



LEGEND

- SUBDIVISION / PUBLIC ROADWAY BOUNDARY
- TRINITY PROPOSED PROJECT DEVELOPMENT AREA
- RESULTANT TOWN-OWNED PARCELS
- CAM LEASE LIMITS
- STATE-OWNED LAND



**DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD**



Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R1

4/7/2023



0 40 80 160Feet



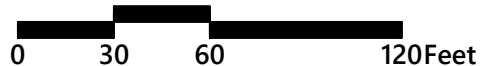
DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD



Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R2

4/7/2023





Engineers | Scientists | Planners | Designers

101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

EXHIBIT B

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.01

Project Name: Medfield State Hospital Redevelopment – LUMP SUM TASKS

To: Town of Medfield
Contract Manager: Kristine Trierweiler
459 Main Street
Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: February 2025

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis by Task as outlined below.

Task	Description	Estimated VHB Labor Fees	
1.0	DESIGN DEVELOPMENT / PERMIT PHASE SITE PLANS	\$	238,700
3.0	MSH DEVELOPMENT CONSTRUCTION DOCUMENTS	\$	172,400
3.0	OFF-SITE INTERSECTION IMPROVEMENTS	\$	145,400
TOTAL LUMP SUM		\$	556,500



Engineers | Scientists | Planners | Designers

260 Arsenal Place #2, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

EXHIBIT B1

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.01

Project Name: Medfield State Hospital Redevelopment – LUMP SUM TASKS

To: Town of Medfield
Contract Manager: Kristine Trierweiler
459 Main Street
Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: February 2025

FEES AND REIMBURABLE COSTS - \$8,000

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their direct cost. **VHB recommends that the Client include with this budget a total allowance of \$8,000 for general expenses.** Expenses may be higher or lower than this estimate and will depend on applicable expenditures during performance of the Work. VHB will track these expenses and make the Client aware of the status and when the allowance is reaching exhaustion. Should the budget for the established allowance be exhausted, VHB will work with the Client to determine the extent of its replenishment (by proposal amendment or other appropriate agreement) in order for additional expenses to be incurred.

TOWN OF MEDFIELD ¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between, Town of MEDFIELD, 459 Main Street, MEDFIELD, MA 02052 (the "Town"), and

Vanasse Hangen Brustlin, Inc.
["Contractor"]

Thomas Jackman, Sr. VP
[Contact Name for Responsible Person]

260 Arsenal Place #2
PO Box 9151

Watertown, MA 02471

[Address of the Contractor]

617 924 1770
[Telephone Number]

617 924 2286
[FAX Number]

TJackmin@vhb.com
[email address]

1. This is a Contract for the procurement of the following:
See attached **Exhibit A** – "Project Description and Scope of Work"

2. The Contract price to be paid to the Contractor by the Town is:

TWO HUNDRED FIVE THOUSAND THREE HUNDRED AND NO/100s DOLLARS (\$205,300) as more fully set forth on **Exhibit B** "Compensation". The Contractor shall not be compensated any further amount for the completion of all items included in Tasks 1.0-6.0 as set forth in the Scope of Services.

3. Payment will be made as follows:

- 3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

¹ Contract Long Form_Engineer and Architect Services – not for building

3.2 Fees and Reimbursable Costs combined shall not exceed \$7,000 as more fully set forth in the Contractor Documents. Fees and Reimbursable Costs are those which are listed on **Exhibit B1**.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents in accordance with the Scope of Services but in no event longer than three (3) years, unless

extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. Contractor shall perform its Services as set forth as expeditiously as consistent with the Standard of Care in 21 below and the orderly progress of the Work. Contractor shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of Contractor.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, 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.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

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

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within

the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of MEDFIELD shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the

prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town, provided, however, that Contractor may assign its right to collect payment as may be required by lender agreements.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of MEDFIELD unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. 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.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of MEDFIELD shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the highest professional skill and care provided by engineers practicing in Greater Boston under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

22. Indemnification:

- 22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the

Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

- 22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

23.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

23.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of MEDFIELD as an additional insured, and which shall

cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions

Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract. Notwithstanding the foregoing, The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain standard report language or individual standard features, including, but not limited to design details, features and concepts from Contractor's own practice detail library, which collectively may form portions of the materials for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. If Town uses in any way any incomplete work delivered due to cancellation of all or portions of the work or contract termination, Town will remove Contractor's name and other identifying information from the work product. The Town defends, indemnifies, and holds harmless Contractor from all claims, damages and expenses including attorney's fees arising out of the Town's use of incomplete work product or the use by others acting through the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner 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 of a similar or different matter.

29. Severability

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

30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

33. 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 and representations, 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 have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of MEDFIELD by:

Board of Selectmen Date

Print Name

Board of Selectmen Date

Print Name

Board of Selectmen Date

Print Name

Chief Procurement Officer:

Date

Certified as to Form:

Town Counsel Date

The Contractor by:

Signature Date

Thomas W. Jackmin
Chief Strategic Growth Officer
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

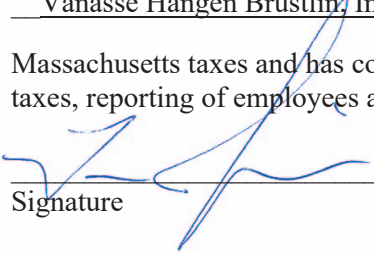
CERTIFICATION OF GOOD FAITH

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: Thomas W. Jackmin
Print Name
Chief Strategic Growth Officer
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Thomas W. Jackmin, authorized signatory for
name of signatory
Vanasse Hangen Brustlin, Inc., whose
name of contractor
principal place of business is at 260 Arsenal Place #2, PO 9151 Box,
Watertown, MA 02471-9151 does hereby certify under the pains and penalties of perjury that
Vanasse Hangen Brustlin, 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.

 6/11/024
Signature Date

Thomas W. Jackmin
Name

04-2931679
Federal Tax ID # or Social Security #

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED



Engineers | Scientists | Planners | Designers

101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

EXHIBIT A

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.02

Project Name: Medfield State Hospital Redevelopment – TIME & MATERIALS TASKS

To: Town of Medfield

Contract Manager: Kristine Trierweiler

459 Main Street

Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: March 2027

PROJECT DESCRIPTION

Vanasse Hangen Brustlin, Inc. (VHB) will provide the following civil engineering consulting services to the Town of Medfield (the Client).

VHB has prepared this document to outline the overall scope of services, as we currently understand it, that VHB will complete as part of this contract for the design permitting and construction of approximately 48-acres of the Medfield State Hospital Site redevelopment and related off-site improvements. This work will be developed with the Town and directly coordinated with the developer - Trinity Acquisitions, LLC (Developer) including their consultant project team (including, Architect, MEP Engineer, Landscape Architect, Geotechnical Engineer, Permitting Consultant, Sustainability Consultant, Legal Counsel, Historic Resources Consultant and Cost Estimator).

It is understood that Trinity Acquisitions, LLC will be included in all design coordination and schedule planning of the proposed infrastructure, as a benefit to full site coordination.

The Scope of Services included in this Agreement are inclusive of the project areas identified in the following Exhibits dated April 7, 2023 as approved by the Town of Medfield under the Medfield State Hospital Development Plan, Decision SP & SPA #23-01:

- › Roadway Design within "Subdivision / Public Roadway Boundary", as indicated on Exhibit P
- › Parking Area & Site Design within "Trinity Proposed Project Development Area", as indicated on Exhibit P
- › Water Tower Parking Lot
- › Pavement Mill & Overlay of Cottage Street between South Street and Hospital Road
- › Associated Infrastructure Connections to Hospital Road
- › Additional Sanitary Sewer Extension from Cottage Street to Stoneridge Way
- › Off-Site Intersection Improvements per Exhibits R1 and R2 (with concept study of Exhibit R4 as noted under Task 4.3)
- › The following areas are Not in Scope (NIC) of this contract:

- Cultural Alliance of Medfield Leased Premises, as indicated on Exhibit P
- Resultant Town-owned parcels not otherwise specifically noted herein, as indicated on Exhibit P

This Scope of Services is provided for the Tasks which shall be performed under a Time & Materials basis, and is assumed to be performed concurrently with the separate Scope of Services for the Tasks to be performed on a Lump Sum basis, both of which applicable to the limits of work and key assumptions as noted herein.

SCOPE OF SERVICES

A detailed summary of each component of the scope is presented below. This work builds off the Roadway & Infrastructure Preliminary Design and the Draft Design Development prepared by the Developer and approved by the Client:

1.0 PERMITTING SUPPORT

Based on our understanding of the Project, VHB has prepared the following scope of services to provide support for the remaining federal, state and local permitting process. As with any project, the scope and scale of the permit filings can vary based on the local perception of the project and the current political environment. As necessary, VHB has established this scope of services as an allowance, and reserves the right to revise this scope as each individual permit process begins when there is a better understanding of the submission requirements.

It is assumed that the remaining Permitting Process will be led by the Developer's Permitting Consultant and Project Legal Counsel, who will coordinate, compile and deliver submissions to all agencies, monitor a checklist of required submissions, and facilitate all communication on behalf of the team to these agencies. VHB shall provide the supporting civil engineering technical documentation to assist the Developer's consultants in obtaining the following land-use approvals.

VHB will perform the following based on the Design Development/Permit Phase Site Plans as prepared under the separate Lump Sum Contract.

1.1 Local Review

1.1.1 Project and Development Plan Review - Final Approval Items per Decision, Medfield Planning Board

Per the Town of Medfield Planning Board, Decision: SP & SPA 23-01 for the Medfield State Hospital Redevelopment issued in April of 2023, VHB will support the Client and the Developer's project permitting consultant in returning to the Planning Board for Final Approval of the items below. For purposes of this scope and fee, VHB has assumed to assist in compiling one (1) set of the following documents:

- › Final site road design, including sidewalk and pedestrian crossing design and internal circulation;
- › Final signage plan, assumes VHB will provide all Manual of Uniform Traffic Control Devices (MUTCD) signage for proposed roadways, and all other wayfinding signage shall be provided by others;
- › Stormwater Management Plan and Erosion Control Plan;
- › Final Parking Allocation Plan; and
- › Final Parcel Boundary/Definitive Subdivision Plan (as prepared under Task 1.1.2)

As the Project Development Plan Review has been completed prior, it is anticipated that significant comments have been resolved, however where the ultimate level of involvement from the various authorities is indeterminate at this time for review of the Final Plans, VHB has included an allowance of **20 hours** under this Task for comment responses during the permitting processes. VHB will prepare response to review comments received from the various authorities during the permitting process. These responses will be limited to addressing clarifications, minor corrections and edits to plans, and short written responses to specific review comments in a memorandum/letter format. VHB will track these efforts and make the Client aware of the status and when the allowances are reaching exhaustion.

1.1.2 Subdivision Plan Approval, Medfield Planning Board

It is understood that the Project will allocate a portion of the Site roadways as defined right-of-ways to the Town, as outlined on the "Exhibit P – Preliminary Boundary Plan" prepared by VHB as part of the MSH Development Plan and dated April 7, 2023. Based on the roadways as shown in Exhibit P, VHB will assist the Project Team in preparing one (1) set of Preliminary Subdivision Plans, which will establish preliminary right-of-ways for these roadways and associated remaining parcels within the Project Site in conformance with the Town of Medfield Definitive Subdivision Requirements (Chapter 310). It is anticipated that in order to maintain the historical integrity of the Site and conformance with the Medfield State Hospital Master Plan, waivers of the Town of Medfield Subdivision dimensional and roadway requirements shall be necessary, that these will be facilitated by the Project Legal Counsel and Town of Medfield Staff, and that these requested waivers would be reviewed favorably by the Town. It is assumed that the remaining parcels shall be divided only as required to accommodate the new subdivision roadways, and separate lots will not be created for each individual building. The boundaries indicated on the Preliminary Subdivision Plan are understood to be approximate, and subject to change based on the Design Development Task and input from the Town.

Upon Completion of the Design Development Phase (prepared under separate contract), and upon direction to proceed by the Client, VHB will incorporate comments received by the Client and the Planning Board as part of the Preliminary Subdivision review and prepare one (1) set of Definitive Subdivision Plans that reflect the final right-of-way boundaries and remaining parcels. It is assumed that no significant design changes occur from the Preliminary Subdivision Plans and roadway design as approved per Medfield Planning Board Decision: SP & SPA 23-01.

1.2 State Review

1.2.1 Massachusetts Environmental Policy Act (MEPA) – Supporting Technical Studies

The Project is subject to review under MEPA and the Project Team, led by the Developer's permitting consultant, had previously submitted a Notice of Project Change (NPC) for the proposed redevelopment. VHB had prepared technical studies and supporting technical information for infrastructure, stormwater and traffic.

This task is included for VHB to provide additional technical information to the Developer's permitting consultant to support response to comments provided on the MEPA NPC submitted in May 2023. The level of involvement from the MEPA NPC review is indeterminate at this time, therefore VHB has included an allowance of **20 hours** for comment responses during the permitting processes. VHB will prepare response to review comments for civil and traffic scope received. These responses are assumed to be limited to addressing clarifications, minor corrections and edits to plans, and short written responses to specific review comments in a memorandum/letter format as compiled by the Developer's permitting consultant. VHB will track these efforts and make the Client aware of the status and when the allowances are reaching exhaustion.

1.2.2 Design Review, Massachusetts Historic Commission (MHC) / National Park Service (NPS)

It is understood that permitting support services for MHC and NPS will be led by others on the Developer's Project Team. VHB has established an allowance of **10 hours** to provide technical support and documentation to the Team, to be used at the request of the Client.

1.3 Notice of Intent – Off-Site Intersection Improvements

VHB will provide the following services to support the land-use permitting of the proposed off-site mitigation improvements. It is assumed that the off-site intersection locations shall be as outlined in Exhibits R1 and R2 of the Medfield State Hospital Development Plan, dated April 7, 2023, and verified by the Client as noted per Task 3.0 of the Lump Sum Contract prior to proceeding.

Based on the 50% Design Documentation prepared under separate contract, VHB Environmental Scientists will prepare one (1) draft and one (1) final NOI Report for submittal to the Town of Medfield Conservation Commission and to the Massachusetts Department of Environmental Protection (MassDEP) for the proposed improvements at Harding Street and North Street. This scope assumes that construction will be designed to

comply with all relevant performance standards under the Medfield Wetlands Protection Bylaw and MassDEP Wetland Protection Act Regulations. Based on a preliminary screening of resource areas on the property, this scope assumes that the majority of construction activities (permanent and temporary) will impact the wetland buffer only, and result in negligible disturbances to the locally established 50-foot No Disturb Zone for the resource areas. This task includes:

- Prepare NOI application form (WPA Form 3) and supporting narrative
- Obtain certified abutters lists for the site from the Town of Medfield
- Notification to abutters and other parties by Certified Mail as required by the applicable Wetlands Protection Rules and Regulations
- Prepare required figures (USGS map, Aerial map, FIRM map, NHESP map) and photographic figures as required for the NOI
- Revise draft NOI following internal and client review
- Submit NOI to the Medfield Conservation Commission and DEP Regional Office
- Attend one (1) site walk with Conservation Commission staff
- Prepare responses to Commission questions and data requests following the hearings

2.0 ROADWAY CONSTRUCTION PHASE SERVICES

Due to the uncertain nature of the construction process, field conditions, and other issues which may arise, VHB has established an allowance for performing construction phase services. Under this allowance, VHB will provide up to **500 hours** of staff time to support the following services during the construction phase of the Project. Should construction phase services beyond the budgeted hours be required, VHB will prepare an amendment to this Agreement, at the Client's request, to cover the additional services requested, based on the VHB Standard Billing Rates. Construction phase services are anticipated to consist of a combination of the following:

- › **Part-time Construction Observation.** The Client shall provide full-time inspection of the work through others. VHB shall make periodic site visits upon the request of the Client or as otherwise agreed in writing by the Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of the contractors' work. VHB shall not supervise or have control over the contractors' work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by the contractors nor for the contractor's safety precautions or programs in connection with the Work.
- › **Interpretations and Clarifications.** VHB personnel shall issue necessary interpretations and clarifications; respond to requests for information (RFIs) of the Contract Documents and in connection therewith, prepare work directive changes and change orders as required.
- › **Shop Drawings.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents which are not brought to the attention of VHB in writing by the contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.
- › **Punchlist Development:** Upon substantial completion of the Project, VHB will review the Contractor's as-built plan and conduct one field observation of the work within VHB's design scope to develop a

punch list of items to be addressed prior to final acceptance of the work. One follow-up field observation will be conducted to verify that punch list items have been addressed to the satisfaction of the Project Team.

- › **Construction Meetings and Coordination Calls:** VHB will participate in construction meetings as requested by the Client. Meeting time includes coordination, preparation, and attendance.
- › **Bid Support:** VHB will provide Bid Phase Support to the Client based on the Construction Documents prepared under separate contract. It is assumed that this process will be led by the Client and Project Construction Manager, and VHB has assumed to provide support services for the following:
 - Attendance at two (2) pre-bid meetings for Civil/Site and Landscape subcontractors, each assumed to include participation of two (2) VHB staff members.
 - Review and response to sub-contractor's questions and bid-RFIs during the bid period; and
 - Review of subcontractor bids

3.0 MEETINGS

Given the complexity of issues associated with the development of the Project, a significant level of ongoing collaboration will be required between VHB, the Client, the Developer and the Project Team, included but not limited to project team meetings, public hearings, design review meetings, construction meetings, project coordination calls, etc. Other outreach may also be required with federal, state, and local authorities having jurisdiction. VHB anticipates that throughout the execution of services provided under this Agreement, the Client will request VHB to attend or participate in meetings on an as-needed basis. The number and length of meetings required is currently unknown. As such, VHB has included an allowance for this task of **240 hours**. Should the budget for the established allowance be exhausted, VHB will work with the Client to determine the extent of its replenishment (by proposal amendment or other appropriate agreement) in order for additional meeting attendance to occur, based on the VHB Standard Billing Rates.

SCHEDULE

VHB will begin performance of this Scope of Services upon receipt of a fully executed Agreement. The Client understands that VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the Project Team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is VHB's understanding that the Client is providing the ultimate direction to and coordination of the Project Team. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. The schedule is also subject to weather, and is exclusive of Client and local review of deliverables.

VHB anticipates the below schedule durations for performance of the services outlined herein. To the extent possible, some portions of the Tasks below are understood to overlap in an effort to reduce the overall duration of design and approvals. The schedule and scope of services noted herein are also reliant on the Project schedule following the durations as noted in the separate Lump Sum Contract.

- › Task 1.0 – Permitting Support 6 Months
 - Upon NTP from the Client, VHB will prioritize preparation of the Preliminary Subdivision Plan for Client review as outlined in Task 1.1.2.
- › Task 2.0 – Roadway Construction Phase Services 24 Months
- › Task 3.0 – Meetings N/A, ongoing

If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

SERVICES NOT INCLUDED

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

KEY PERSONNEL

Roles and responsibilities for the primary consultant contacts/key personnel will be:

- › Christopher Lovett, PE Principal in Charge (TP-26)
- › Jeff Koetteritz, PE Project Manager and Design Lead, Site/Civil Design (TP-20)
- › Matthew Kealey, PE Senior Lead, Traffic Engineering (TP-22)
- › Craig Robertson, PLS Senior Lead, Survey/Geomatics (TP-18)
- › Wayne Amico, PE Senior Lead, Transportation Design (TP-24)

KEY ASSUMPTIONS

In developing this scope and fee estimate, VHB has made the following key assumptions in addition to any assumptions previously described herein. Significant changes to VHB's assumptions may require changes to the scope and fee associated with this Agreement.

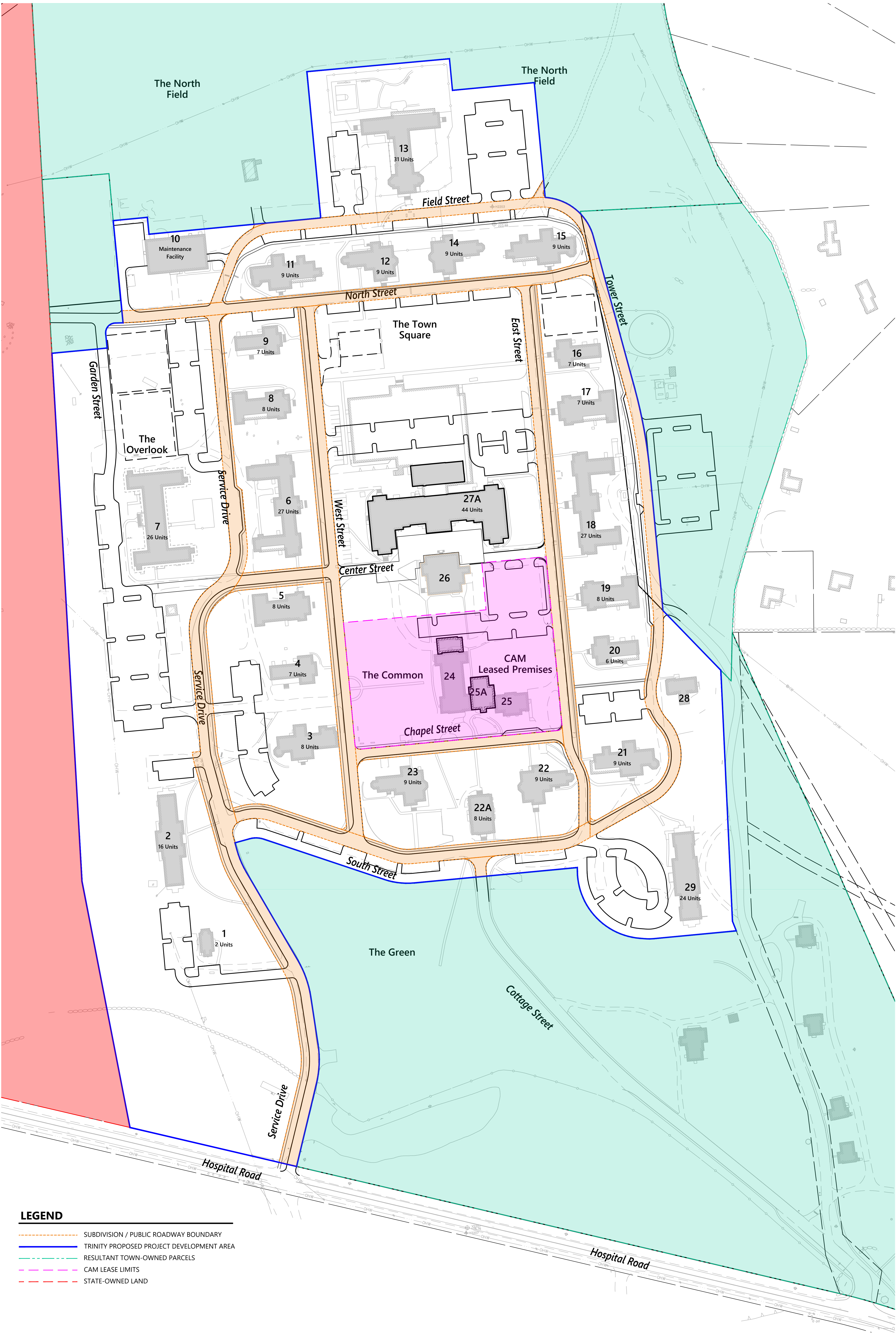
- › This scope of services does not anticipate design criteria or application for LEED or any other sustainable initiative credits beyond the municipal/regulatory requirements. Should additional accreditation be pursued, VHB reserves the right to modify this scope.
- › Permitting Support services listed in this agreement are included as the "Pre-Development" actions required per the Permitting Timeline prepared by the Developer, dated June 28, 2022, and based on the Decision: SP & SPA 23-01 issued by the Medfield Planning Board in April 2023. It is assumed that additional pre-construction permitting services listed in the timeline, and/or any additional permit actions that are not listed in this scope of services, shall be provided under a separate contract.
- › It is assumed that capacities of the water distribution system shall be designed in conformance with the Medfield State Hospital Master Plan, as prepared by PARE engineering, and no modifications to the water system modeling or off-site improvements will be required.
- › The design of any off-site mitigation improvements, with exception of the 1,250 LF of sanitary sewer as noted under separate contract, or the off-site intersection improvements as noted under Task 2.0, that the Client may commit to during local, state, or other review processes are not included in this scope or fee.
- › The Client and Developer will supply building program information and other required supporting data for the proposed Project.
- › All utility and stormwater systems serving the site are assumed to have adequate capacity to support the proposed facilities, and are accessible at the site perimeter. Relocations or off-site improvements to these infrastructure systems beyond those specifically noted herein will not be required.
- › Preparation of new or additional evaluations or analyses for onsite or offsite project components, significant changes to site layout, relocation and/or redesign of site drainage or other utilities, or similar significant changes after design of the stormwater management system will be undertaken as additional services beyond the scope of this Agreement.
- › The Developer's Landscape Architect will provide details on surface treatments (including adjacent sidewalk areas), including subgrade requirements.
- › Tasks and submissions related to building demolition will be the responsibility of the Construction Manager.

- › Design scope of work and corresponding fee estimates are based on the assumption that significant changes are not made to the building program from the predecessor design milestone (e.g. no significant changes from the Development Plan Approval and Massworks Application to design development and no significant changes from design development to construction documents).
- › There are no wetland resources on or adjacent to the Site, with exception of the off-site intersection of Harding Street and North Street as noted herein.
- › The Client and Developer will be responsible for preparing bid and contract documents and supporting any bid processes associated with funding programs. VHB will play a support role in the bid process as noted herein.
- › The Project will coordinate design with the abutting Bellforge Center for the Arts Project, assumed to consist of the Cultural Alliance of Medfield (CAM) Leased Premises as shown on Exhibit P of the MSH Development Plan.
- › The Project does not include the design of proposed geothermal energy or solar/photovoltaic systems.
- › The allowances for construction phase services were estimated based on the assumption that a single Construction Manager will be contracted to execute the work included herein.
- › This scope and fee assumes that record as-built survey information shall be provided by the Contractor.
- › It is understood that the Project shall need to comply with certain requirements of the National Parks Service, and that criteria will be identified by the Developer.
- › All Phase 1 investigation and other hazardous material investigations, studies and mitigation plans have been completed and are adequate to provide clear guidance to contractors regarding dewatering protocols and MCP compliant management of soil excavation, exports and imports.
- › Soil pre-characterization and scope for remediation of potentially hazardous material (if applicable) will be developed and implemented by others under a separate contract.
- › Turbidity monitoring and reporting under EPA-related permits (if applicable) will be provided by the Geotechnical Engineer.
- › Scope for off-site intersection improvements assumes the following:

- The proposed intersection improvements within the public right-of-way will result in negligible changes in overall impervious area and/or impact to existing overall drainage patterns. VHB will prepare a drainage memorandum as noted under separate contract, and it is assumed that drainage improvements associated with the project will not require new stormwater management systems, and that the roadway will continue to utilize country drainage or updated connections of drain inlets to the existing system as currently functions.
 - No undergrounding of existing overhead utilities will be required. Any required relocation of existing utility poles impacted by the project (if applicable) will be identified by VHB. All coordination and relocation efforts for any affected poles shall be provided by the Client in cooperation with the utility providers.
 - No impacts outside of the public right-of-way, therefore no right of way plans or recordable plans and instruments for easement of taking acquisitions of abutting properties is included.
 - Bid phase services assume public bid coordination services.
 - Pavement testing or pavement design services are assumed to be provided by the Project Geotechnical Engineer.
 - All off-site intersection improvements shall be stop- or yield-controlled intersections only, and will not require the design or implementation of traffic signal systems, signal equipment, or pedestrian crossing signals, as part of the scope of work.
 - Traffic data analysis, reporting, or collection assumed to have been completed under prior Master Plan efforts and as part of the MSH Development Plan, no additional traffic analysis or support is included.
 - No road safety audit is included.
- › Assumes all submissions will be provided electronically and that VHB will not be submitting hard copies for the milestone deliverables noted herein.

SUPPLEMENTAL EXHIBITS:

- › Exhibit P – Preliminary Boundary Plan, April 7, 2023
- › Exhibit R1 – Off-Site Improvement Plan, April 7, 2023
- › Exhibit R2 – Off-Site Improvement Plan, April 7, 2023



LEGEND

- SUBDIVISION / PUBLIC ROADWAY BOUNDARY
- TRINITY PROPOSED PROJECT DEVELOPMENT AREA
- RESULTANT TOWN-OWNED PARCELS
- CAM LEASE LIMITS
- STATE-OWNED LAND



**DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD**



Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R1

4/7/2023



0 40 80 160Feet



**DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD**



Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R2

4/7/2023

0 30 60 120Feet





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101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

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Client Authorization

EXHIBIT B

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.02

Project Name: Medfield State Hospital Redevelopment – TIME & MATERIALS TASKS

To: Town of Medfield

Contract Manager: Kristine Trierweiler

459 Main Street

Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: March 2027

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Time & Materials basis by Task as outlined below.

Task	Description	Estimated VHB Labor Fees	
1.0	PERMITTING SUPPORT	\$	48,600
2.0	ROADWAY CONSTRUCTION PHASE SERVICES	\$	106,600
3.0	MEETINGS	\$	50,100
TOTAL NOT TO EXCEED		\$	205,300



VHB HOURLY BILLING RATES

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
010	Technical/Professional 01	\$55
020	Technical/Professional 02	\$65
030	Technical/Professional 03	\$75
040	Technical/Professional 04	\$85
050	Technical/Professional 05	\$95
060	Technical/Professional 06	\$110
070	Technical/Professional 07	\$120
080	Technical/Professional 08	\$130
090	Technical/Professional 09	\$140
100	Technical/Professional 10	\$150
110	Technical/Professional 11	\$160
120	Technical/Professional 12	\$170
130	Technical/Professional 13	\$180
140	Technical/Professional 14	\$185
150	Technical/Professional 15	\$190
160	Technical/Professional 16	\$200
170	Technical/Professional 17	\$210
180	Technical/Professional 18	\$220
190	Technical/Professional 19	\$230
200	Technical/Professional 20	\$240
210	Technical/Professional 21	\$250
220	Technical/Professional 22	\$260
230	Technical/Professional 23	\$270
240	Technical/Professional 24	\$290
250	Technical/Professional 25	\$300
260	Technical/Professional 26	\$300
310	Technical/Support 1	\$55
320	Technical/Support 2	\$65
330	Technical/Support 3	\$75
340	Technical/Support 4	\$85
350	Technical/Support 5	\$95
500	Court Testimony Starts at	\$355

Reimbursable and subconsultant expenses are billed at cost plus 10%.



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Client Authorization

EXHIBIT B1

☒ New Contract

Date: June 10, 2024

☐ Amendment No.

Project No. 15677.02

Project Name: Medfield State Hospital Redevelopment – TIME & MATERIALS TASKS

To: Town of Medfield
Contract Manager: Kristine Trierweiler
459 Main Street
Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Estimated Date of Completion: March 2027

FEES AND REIMBURSALE COSTS - \$7,000

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their direct cost. **VHB recommends that the Client include with this budget a total allowance of \$7,000 for general expenses.** Expenses may be higher or lower than this estimate and will depend on applicable expenditures during performance of the Work. VHB will track these expenses and make the Client aware of the status and when the allowance is reaching exhaustion. Should the budget for the established allowance be exhausted, VHB will work with the Client to determine the extent of its replenishment (by proposal amendment or other appropriate agreement) in order for additional expenses to be incurred.

Section 5310 and Mobility Assistance Program ("MAP") Grant Agreement

This Agreement ("Agreement") is made between the Massachusetts Department of Transportation, a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L Chapter 6C, as amended, having its address at Ten Park Plaza, Boston, MA 02116 (hereinafter referred to as "MassDOT"), and **Town of Medfield**, a municipality (hereinafter referred to as "Grantee"), having its principal place of business at: **459 Main Street, Medfield, MA 02052-2009**.

WHEREAS, Section 5310 of Chapter 53, Title 49, U.S. Code/ MAP MGL Chapter 637 of the Acts of 1983 provides for financial assistance to States to assist organizations and associations for the specific purpose of providing transportation services meeting the special needs of elderly persons and persons with disabilities.

WHEREAS, the MassDOT has applied for and received a grant from the Federal Transit Administration ("FTA") under the provisions of 49 U.S.C. §5310 to provide financial assistance for selected transportation projects or has received state MAP funds to provide financial assistance for selected transportation projects;

WHEREAS, Grantee is a subrecipient for certain capital equipment and/or operating assistance funds under said federal and/or state program(s) pursuant to an approved grant application and a written Agreement with MassDOT; and

WHEREAS, Grantee has agreed to utilize the awarded funding for the purpose of providing certain transportation service to elderly individuals and/or individuals with disabilities pursuant to said grant application and Agreement with MassDOT,

NOW, THEREFORE, in consideration of mutual covenants herein set forth, Grantee and MassDOT agree as follows:

1. **Definitions:** As used in this Agreement:

"Project Application" or "Grant Application" means the federal Section 5310 and/or state MAP application(s) submitted by the Grantee to, and approved by, MassDOT and FTA (when applicable) for certain capital and/or operating expenditures described in Exhibit A of this Agreement, including all project supporting information submitted therewith.

"Program Guide" refers to the guide produced by the Rail and Transit Division in 2017 that details the federal and state program requirements for the FTA Sections 5310, 5339, 5311, 5311(f) and state Mobility Assistance Program grant programs. This guide may be amended from time to time. Grantee is required to abide by these requirements to fulfill its obligations as described in Exhibit A and in this Agreement. This Program Guide is available on the resource tab of GrantsPlus and is listed as the FTA & State Program Requirements Guide. A hardcopy of the Program Guide has also been provided to the subrecipient with this agreement.

"Capital Equipment" or "Program Equipment" means the vehicle(s) and any other equipment obtained through the federal Section 5310 program and/or MAP Program administered by the Commonwealth through MassDOT.

"Program" means the tasks and activities Grantee is required to perform to fulfill its obligations as described in Exhibit A and in this Agreement.

2. **Funding.** It is understood that funding for this Agreement is being provided by the U.S. Department of Transportation (U.S. DOT) FTA and/or the Commonwealth of Massachusetts through MassDOT. MassDOT is not responsible if said funding ceases and payment cannot be made to Grantee.

As a condition of receiving the above federal and/or state assistance, Grantee agrees that it will provide funds, from sources other than federal funds (unless specified federal funds are eligible to be used as match by the applicable federal agency), in the amount sufficient, together with the awarded federal and/or state financial assistance, to assure payment of the actual Program cost. Grantee shall initiate and prosecute to completion all actions necessary to enable Grantee to provide its share of the Program costs at or prior to the time that such funds are needed to meet Program costs. Grantee further agrees to carry out the Program as described in the Grant Application, Program scope and revised budget attached hereto as Exhibit A, and in accordance with the Section 5310 Program Guidelines set forth in [FTA Circular 9070.1G](#), MassDOT's FTA & State Program Guide, and any MassDOT and Commonwealth of Massachusetts guidance, regulations, and statutes regarding the use of Mobility Assistance Program (MAP) funds. **The provisions of MassDOT's Program Guide, as may be amended from time to time, are expressly incorporated herein by reference.** Grantee shall also, wherever appropriate, publicize or otherwise inform seniors and individuals with disabilities regarding the services provided by Grantee. Grantee agrees to commence and complete the Program with all practicable dispatch in a sound, economical and efficient manner.

3. **Matching Requirements.** MassDOT is obligated to pay up to eighty percent (80%) of the total cost of the Capital Equipment and planning project, and up to fifty percent (50%) of the operating program, unless otherwise stated. Grantee agrees that it will provide, from sources other than federal funds, funds in an amount sufficient to assure payment of the total cost of the Program. Grantee further agrees that no refund or reduction of the amount so provided will be made.
4. **Financial Capacity and Management.** Grantee must have sufficient funds to operate and maintain the Capital Equipment throughout its useful life and to carry out the approved Program. Upon signing this Agreement, Grantee certifies that it is ready, willing, and able to provide the services described in Exhibit A, and that Grantee is and will remain financially sound for the duration of the Program. Grantee must have fiscal control and accounting procedures sufficient to track and report grant funds.**Notification.** The Grantee shall notify MassDOT immediately of any change in conditions (including its legal, technical, financial or managerial capacity), any change in local law, or any other event that may affect the Grantee's ability to perform the Program in accordance to the terms of this Agreement. The notice must follow the notice requirements as outlined in Section 29 of this agreement. The Grantee shall provide immediate written notification to MassDOT of any current or prospective major dispute, breach, default or litigation that may affect MassDOT's or the Federal Government's interest in the Program.
5. **Single Audits.** If Grantee expends more than \$750,000 in federal funds from all sources (including federal funds provided through MassDOT) in a year, Grantee must submit the annual single audit required by [Office of Management and Budget \(OMB\)](#) and evidence of resolution of findings related to the transit program to MassDOT within six months of submission of the audit. The federal share of the funding awarded by MassDOT must be considered when determining whether a grantee meets the threshold for a single audit.
6. **Right to Enter.** The Grantee hereby grants to MassDOT and its agent(s) the right, upon reasonable notice, to enter upon its property as it may be necessary to enable MassDOT to perform its responsibilities under this Agreement, including but not limited to, conducting inspections, studies, surveys or investigations relating to this Agreement; provided that such entry by MassDOT or its agents shall not unreasonably interfere with the operations, property or personnel of the Grantee.

7. **Coordination.** Unmet need(s) identified in the proposal must be included in the local Coordinated Public Transit-Human Services Transportation (CPT-HST) plan. Service providers are HIGHLY ENCOURAGED to discuss their proposals with the Regional Coordinating Council(s) and coordinate services with other providers in their coverage area, in order to better utilize existing assets and provide improved connectivity for passengers.
8. **Hold Harmless and Indemnification.** Grantee agrees to indemnify and hold harmless MassDOT from any and all claims, demands, payments, losses, suits, actions, and judgements brought, recovered, or exacted against either or both of them for or on account of death, personal injury, or property damage (including worker's compensation) arising out of any act or omission of Grantee, its agents, servants, employees, visitors, guests, subcontractors or any and all persons or corporation dealing with Grantee in any way in the rendering of services, or in the use of the provided Capital Equipment under this Agreement.
9. **Workers Compensation Insurance.** Grantee shall maintain the following workers compensation limits:
 - Coverage A Workers Compensation: statutory as required by Massachusetts law.
 - Coverage B Employers Liability: \$100,000/\$100,000/\$500,000. It is understood that these limits do not limit the liability of Grantee.

Grantee will post conspicuously the required notice to employees, which provides information on the worker's compensation insurance carrier. For further information, Grantee should contact the Department of Industrial Accidents (www.mass.gov/dia), which is responsible for overseeing the workers compensation insurance in Massachusetts.

10. **Labor Law Posters.** Grantee shall post conspicuously current year federal and Massachusetts labor law posters.
11. **Capital Program (Rolling Stock Only).** Grantees receiving Capital Equipment (rolling stock purchases only), which are purchased directly by MassDOT and provided to Grantee to support the transportation to seniors and individuals with disabilities, must comply with the following provisions as described in the Program Guide.
 - a. **Title to Capital Equipment.** The Grantee shall hold title to the equipment. MassDOT Rail & Transit Division (lien code: C40410) shall be named first lien holder and shall maintain the title documentation in its files. When the Capital equipment reaches the end of its useful life, Grantee shall submit a lien release request to MassDOT and MassDOT may release the lien, if appropriate. **Useful life standards are contained in the Program Guide and are hereby incorporated by reference.**
 - b. **Utilization of Capital Equipment.** Grantee agrees that the Capital equipment shall be used as follows and as identified in the Program Guide:
 - For the transportation of seniors AND individuals with disabilities, in accordance with the provisions of this Agreement and as described in the Grant Application.
 - To provide service to the general public. Incidental uses, such as meal delivery, are allowed if they do not interfere with the Program. Nutrition programs must cover the operating costs attributable to meal delivery. For more information refer to the Program Guide.
 - Within the area described in the grantee's approved application(s) for funding.

- In conformance with the rules and regulations promulgated pursuant to the Federal Transit Act, as amended.

Grantee shall maintain satisfactory records with regard to equipment and facilities, as detailed in the "Requested Materials" section of the "Section 5310/5316/5317 and MAP Compliance and Performance Review Package" ("Compliance and Performance Review Package"). These records must include, at a minimum, the following documentation: Vehicle Maintenance Plan, Maintenance records, Vehicle Pre-trip inspection form(s) and Proof of Insurance. Grantee shall submit to MassDOT, upon request, any such information that MassDOT requires to assure compliance with this Section and shall immediately notify MassDOT in writing in all cases where Program Equipment is used in a manner substantially different from that described in the Grantee's approved Grant Application. **The terms of the Compliance and Performance Review Package, as may be amended from time to time, are hereby incorporated by reference.** The Compliance and Performance Review Package is available on the Resource Tab of GrantsPlus,

- c. **Maintenance.** During the useful life of the equipment, Grantee shall maintain the Capital Equipment at a high level of cleanliness, safety, and mechanical soundness. At a minimum, Grantee will perform maintenance according to the manufacturer's requirements and shall garage or store the equipment in a secure manner. MassDOT and FTA shall have the right to conduct periodic inspections at any time for the purpose of confirming proper maintenance pursuant to this section. If a piece of Capital Equipment remains unused for any reason for more than ninety (90) days, the use of that equipment will be deemed to be discontinued and MassDOT may terminate this Agreement.
- d. **Automobile and Umbrella Insurance.** The Grantee must meet the insurance requirements as detailed in the Asset Management section of the Program Guide.
 - **Evidence of Coverage.** Grantee shall maintain on file certificates of insurance evidencing the above required insurance coverages as detailed in the Program Guide and make the proofs of coverage available for inspection to MassDOT upon request. Grantees are to notify MassDOT in writing of all insurance lapses regardless of lapse length. If a Grantee is unable to provide current proof of insurance for the vehicles being operated under this program, MassDOT may issue a cease and desist order requiring that all transportation services be suspended until proof of insurance is provided. Failure to provide proof of current insurance is grounds for termination of this agreement. Certificates of Insurance shall also specifically state that MassDOT is named as an additional insured. All policies required must include or be endorsed as appropriate to provide a waiver of subrogation, waiving all of Grantee's rights against MassDOT. Certificate must note the same. The certificate shall provide thirty (30) days notice of cancellation or nonrenewal to each certificate holder.
- e. **Disposition of Equipment.** If during the period of use, any Capital Equipment is not used in accordance with the Program description in the Grantee's Grant Application, or is withdrawn from transportation service, Grantee shall immediately notify MassDOT in writing for disposition instructions. Grantee agrees to and acknowledges the right of MassDOT to remove all Capital Equipment from the Grantee's premises and to take possession of any of the Capital Equipment, if the Grantee fails to satisfactorily perform the Program services as detailed in Grantee's Grant Application (Exhibit A), or if MassDOT determines for any other reason, including but not limited to the termination of the grant, that the disposition of the state or federal interest is in the best interests of the

Commonwealth. The Grantee agrees that it will in no way oppose MassDOT's exercise of such right and that it will assist MassDOT to obtain possession and remove such vehicle(s).

f. **Annual Reporting.** Grantee shall submit the following at the beginning of each calendar year through the GrantsPlus system:

- (1) Certification that the Capital Equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the Program has been refunded or reduced
- (2) Updated vehicle mileage for each vehicle
- (3) An updated list of Program Equipment inventory
- (4) A Certification and description of preventive maintenance,
- (5) A Driver training certification
- (6) Proof of insurance

g. **Quarterly Reporting.** On a quarterly basis, pursuant to the provisions of the Program Guide, Grantee shall submit monthly use and ridership reports. Reports will be submitted through the web-based [GrantsPlus](#) system.

h. **Motor Vehicle Safety Standards.** All Capital Equipment operated by Grantee which is provided under this Agreement will comply with the Federal Motor Vehicle Safety Standards as established by the National Highway Traffic Safety Administration and, where appropriate, with standards established by the Massachusetts Department of Public Utilities and the Registry of Motor Vehicles.

12. **Capital (non-rolling stock), Operating and Planning.** Grantees receiving capital (non-rolling stock), operating and planning funds to support the provision of transportation to seniors and individuals with disabilities must comply with the following provisions.

- a. **Quarterly Reporting.** On a quarterly basis, Grantee shall submit milestone reports, which shall include spending and program implementation summaries, to include ridership reports if applicable. Reports will be submitted through the web-based [GrantsPlus](#) system. Grantee shall keep records regarding the use of Capital equipment.
- b. **Procurement.** Grantee must comply with Commonwealth and FTA statutory procurement requirements, including all applicable third party contract provisions. Private non-profits and direct recipients of FTA must comply with FTA Circular [4220.1F](#). Governmental entities that are not direct recipients of FTA follow FTA requirements that apply to states (see Chapter II, Section 4 (a) of FTA Circular [4220.1F](#) and MassDOT procurement requirements.
- c. **Disadvantaged Business Enterprise.** A Grantee receiving operating assistance or funds to procure items must participate in MassDOT's Disadvantaged Business Enterprise ("DBE") program, including non-discrimination clause in contracts, implementing prompt payment procedures, monitoring and semi-annual reporting on DBE activities. Additional information on the FTA DBE requirements is available from the MassDOT Office of Diversity and Civil Rights and [49 CFR Part 26](#).

Grantee and its contractors agree to ensure that disadvantaged business enterprises as defined in [49 CFR Part 26](#) have a level playing field to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Grantee and its contractors shall take all necessary and reasonable steps in accordance with [49 CFR Part 26](#) to set and achieve appropriate DBE participation goals. Grantee and its contractors shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the award and performance of FTA-assisted contracts.

MassDOT has, by a contract clause pursuant to 49 CFR Part 26.29, "Prompt Payment Mechanisms for Recipients," adopted a prompt payment provision on all FTA-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires a prime contractor to issue payment to all subcontractors for satisfactory work performed, no later than thirty (30) days from the prime contractor's receipt of payment from MassDOT. A provision shall also apply to the disbursement of retention proceeds withheld by the prime, requiring the prompt return of retainage payments from the prime contractor to the subcontractor within 10 days of subcontractor's satisfactory completion of the accepted work. These prompt payment provisions are required to be incorporated in all subcontract agreements issued by the prime contractor.

Grantee agrees to carry out the DBE program as a part of this Agreement. As implementation of the DBE program is treated as a legal obligation, failure to carry out its terms shall be treated as a violation of this Agreement.

Upon notification to Grantee of its failure to carry out the DBE program, MassDOT and/or FTA shall impose such sanctions as noted in [49 CFR Part 26](#), which sanctions may include termination of the Agreement or other measures that may affect the ability of Grantee to obtain future FTA financial assistance.

Grantee shall advise each sub-grantee, contractor, and subcontractor that failure to carry out the requirements set forth in [49 CFR Part 26](#) shall constitute a breach of contract and, after the notification by Grantee to MassDOT and/or FTA, may result in termination of a contract by Grantee or such remedy as Grantee deems appropriate.

13. Driver Training. Grantee shall ensure that all vehicle drivers receive the following training:

- Passenger Assistance Training (PAT)
- Defensive Driving (formerly Coaching the Van Driver, NSC DDC3)
- Accessible Lift Use and Passenger Securement
- Disability Awareness (formerly Safe Transport of the Public under the Americans with Disabilities Act)
- Drug & Alcohol Awareness Safety Sensitivity (Online course)

The Massachusetts Rural Transit Assistance Program (*MARTAP*) offers training in each of the five areas listed above.

- Certification in standard first aid
- Certification in Cardiopulmonary Resuscitation (CPR)

MARTAP does NOT offer training in the two areas listed above, but can provide assistance to grantees that wish to locate training locations.

14. Contracts of the Grantee. Grantee shall not execute any contract, amendment thereto or change order, or obligate itself in any manner with any successor carrier or other sub-contractor with respect to the use or operation of the Capital Equipment under this Agreement without prior written approval from MassDOT. The inclusion of any terms and conditions that MassDOT deems necessary or desirable to effectuate the purpose of this Agreement shall be a pre-requisite for its approval.

15. Termination.

- a. **Early Termination in the Public Interest.** This Agreement may also be terminated by MassDOT in accordance with this Section if MassDOT determines that such termination is in the best interests of the Commonwealth. MassDOT shall provide Grantee with written notice of said termination not less than thirty (30) days prior to the termination date, specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective.
- b. **Termination for Default.** MassDOT reserves the right, with fifteen (15) days advance written notice of default to the Grantee, to terminate this Agreement in the event of any of the following circumstances:
 - The Grantee has breached or failed to perform any term or condition of this Agreement.
 - The Grantee has breached or failed to perform any term or condition contained in the FTA Certifications and Assurances.
 - The Grantee has failed to perform any term or condition contained in MassDOT's FTA & State Grant Program Requirements Guide.
 - The Grantee, before completion of the Program, has discontinued the service described in the Grant Application (Exhibit A) or if, for any reason, the commencement or timely completion of these services by the Grantee is rendered improbably, impossible or illegal.
- c. **Termination by the Grantee.** If Grantee wishes to dispose of Capital Equipment prior to the end of its useful life due to extenuating circumstances, Grantee may make a written request to MassDOT. Grantee shall follow all procedures for a Grantee initiated vehicle transfer as outlined in the Program Guide. Said procedures are hereby incorporated by reference.
- d. **Obligations in the Event of Termination.** Upon completion of this Program or upon termination of this Agreement, Grantee agrees to dispose of the Capital Equipment in accordance with FTA procedures and as outlined in MassDOT's FTA & State Grant Program Requirements Guide. Grantee agrees to and acknowledges MassDOT's right to remove all Capital Equipment from Grantee's premises and to take possession of any and all Capital Equipment. Grantee further agrees that it will in no way oppose MassDOT's exercise of such right and that it will assist MassDOT to obtain possession and to remove such vehicles. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve Capital Equipment in the possession of the Grantee in which has not met the useful life criteria or which MassDOT remains lienholder.

- e. **Notice.** Upon receipt of any notice of termination pursuant to this Section, the Grantee shall promptly carry out the actions required by such notice which may include but is not limited to any or all of the following: (1) termination or suspension of the use of P Equipment and such other action as MassDOT deems necessary; (2) furnishing a status report on the physical condition of the Program Equipment; and (3) furnishing an estimate of the fair market values of the Program Equipment.

16. Disposition Prior to Meeting Useful Life Criteria. The planned disposition of any Capital Equipment which has not reached the end of its useful life pursuant to the terms of this Agreement must be approved by MassDOT. Upon Grantee's written request or upon the termination of this contract, MassDOT shall provide Grantee with instructions as to the proper disposition of the Capital Equipment, which Grantee is required to follow. This may include a title transfer of the Capital Equipment to another eligible entity. Grantee shall work cooperatively with MassDOT and its contractors in all aspects of the title transfer. Grantee is not entitled to, but may receive, a partial refund of the money it contributed to the initial purchase of the Capital Equipment.

In order to ensure proper use of grant-funded equipment throughout its useful life, Grantee shall submit a signed Power of Attorney to MassDOT along with the executed Agreement. Said Power of Attorney (attached hereto as Exhibit B of this document) shall allow MassDOT to act on behalf of the Grantee on vehicle title transactions related to the Capital Equipment funded under this agreement and shall terminate upon the expiration of the equipment's useful life.

17. Title VI of the Civil Rights Act of 1964 (Title VI). This federal law prohibits discrimination against the public on the basis of race, color, and national origin (including limited English proficiency) by any entity receiving federal financial assistance. Grantee must submit a Title VI program to MassDOT in compliance with FTA Circular [4702.1B](#). These programs ensure compliance with this federal nondiscrimination obligation and must be updated and resubmitted triennially. Some key program components include public notice, complaint procedures and forms, public involvement resources and strategies that encourage involvement across demographics and remove barriers to participation, language needs in the service areas and strategies to ensure language access, and service monitoring and reporting for fixed route transit providers. Grantee can adopt the necessary Title VI Program components from MassDOT, when available. Additional information is available on MassDOT's Office of Diversity and Civil Rights [Title VI webpage](#). [Specific Title VI Templates are available in GrantsPlus under the Resource tab.](#)

18. Equal Employment Opportunity (EEO). In conducting the Program, Grantee shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex or age. Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, creed, national origin, sex or age. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. Grantee shall insert the foregoing language (modified only to show the particular contractual relationship) in all of its contracts in connection with the development or operation of the Program, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert similar language in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

If Grantee requests or receives more than \$1 million in capital or operating assistance or request or receives \$250,000 or more in planning assistance per year in FTA funds AND has 50 or more transit-related employees, it must submit an EEO program to MassDOT every three years in accordance with FTA Circular 4704.1. If Grantee has submitted, and MassDOT and/or FTA have

approved, an equal employment opportunity program that Grantee agrees to carry out, such program shall be treated as a contractual obligation, and failure to carry out the terms of that equal employment opportunity program shall be treated as a violation of this Agreement. Upon notification to Grantee of its failure to carry out the approved program, MassDOT or FTA will impose remedies as it may deem appropriate, which remedies may include termination of the Agreement or other measures that may affect the ability of Grantee to obtain future FTA financial assistance.

19. **Americans with Disabilities Act (ADA).** The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.
20. **State Nondiscrimination Protections.** Grantee must comply with Massachusetts Public Accommodation Law M.G.L. c 272 §§ 92a, 98, 98a, prohibiting making any distinction, discrimination, or restriction in admission to or treatment in a place of public accommodation based on race, color, religious creed, national origin, sex, sexual orientation, disability, or ancestry. Grantee must comply with section 4 of Executive Order 526 requiring all programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background.
21. **Civil Rights Reporting.** Grantee is required to inform MassDOT in writing, in accordance of Notice Provisions outlined in paragraph 29 of this agreement, of any significant civil rights compliance issues occurring during the year. Such civil rights issues include complaints filed against Grantee involving Title VI, Equal Employment Opportunity (EEO) or Disadvantaged Business Enterprise (DBE).
22. **Federal Terms and Conditions.** Grantee agrees to include all applicable contract provisions and clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
 - a) **FTA Master Agreement.** The [FTA Master Agreement](#) is incorporated by reference. Grantee agrees to comply with the relative requirements of the current Master Agreement.
 - b) **FTA Certifications and Assurances.** The FTA Certifications and Assurances Master Agreement is incorporated by reference. Grantee agrees to comply with the applicable requirements of the current Certifications.
 - c) **No Federal Government Obligations.** Grantee acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement

and shall not be subject to any obligations or liabilities to Grantee, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

- d) **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e) **Access to Records.**

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

- f) **Federal Changes.** Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MassDOT and FTA, as they may be amended or promulgated from time to time during the term of this agreement. Grantee's failure to so comply shall constitute a material breach of this agreement.
- g) **Incorporation of FTA Terms.** The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.
- h) **Energy Conservation.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- i) **Debarment and Suspension.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - a) Debarred from participation in any federally assisted Award;
 - b) Suspended from participation in any federally assisted Award;
 - c) Proposed for debarment from participation in any federally assisted Award;
 - d) Declared ineligible to participate in any federally assisted Award;
 - e) Voluntarily excluded from participation in any federally assisted Award; or
 - f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- j) **Buy America.** Grantee agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

k) Provision for Resolution of Disputes, Breaches, or Other Obligations

- a. **Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the MassDOT Manager of Transit Programs ("MassDOT Manager" or "Manager"). Grantee may appeal any written decision by the MassDOT Manager. Appeals should be made in writing to MassDOT's Deputy Rail and Transit Administrator ("Deputy Administrator") and received within ten (10) calendar days after Grantee's receipt of the decision. If no such appeal is made, the Manager's decision shall be deemed final and binding upon the Grantee, and Grantee shall abide by all of its provisions. If the Grantee files an appeal within the ten-day period, Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position before MassDOT's Administrator. The Deputy Administrator will then issue a final determination, which shall be binding upon Grantee. Grantee shall abide by the provisions of said final determination.
- b. **Performance During Dispute** - Unless otherwise directed by MassDOT, Grantee shall continue performance under this Agreement while matters in dispute are being resolved.
- c. **Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts the party is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. **Remedies** - All claims, counterclaims, disputes and other matters in question between MassDOT and Grantee arising out of or relating to this agreement or its breach will be decided in accordance with paragraph (1) above, or in a court of competent jurisdiction within the Commonwealth of Massachusetts.
- e. **Rights and Remedies** - The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MassDOT or Grantee shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

l) Restrictions on Lobbying. Conditions on use of funds.

- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$ 100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$ 100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the

information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

m) **Clean Air Act and Federal Water Pollution Control Act.** 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).

Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

n) **Cargo Preference.** Pursuant to regulations published by the Secretary of Commerce at 46 C.F.R. Part 381, Grantee agrees:

- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Grantee in the case of a subcontractor's bill-of-lading.)

o) **Fly America.**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying

areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

- p) **Charter Service.** The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

- q) **School Bus Operations.** The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1) Federal transit laws, specifically 49 U.S.C. § 5323(f);

2) FTA regulations, "School Bus Operations," 49 C.F.R. part 605

3) Any other Federal School Bus regulations; or

4) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1) Bar the Contractor from receiving Federal assistance for public transportation; or

2) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

- r) **Contract Amendment – Time Extension.** It is essential that federal grant money be spent in a timely manner and in accordance with the grant application and performance measures. Therefore, if a time extension is needed, a formal request must be submitted, on company letterhead, with the current progress of the project and the reason for a new time extension. Upon request, a meeting with the MassDOT Rail and Transit Division may be needed to discuss the particulars of the program prior to an extension being granted.
- s) **Performance Goals.** Grantee agrees to comply with 2 C.F.R. Part 200.210. It is essential that that Non Federal Entities use federal funds efficiently. MassDOT Rail and Transit Division may include program-specific requirements, as applicable which will be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the program. In furtherance of this, grantees must comply with the award timing and scope of expected performance as related to the outcomes intended to be achieved by the program. This may be limited to the requirement to submit technical performance where the award includes specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. The reporting must clearly articulate that, where appropriate, performance during the execution of the Federal award has a standard against which performance can be measured.
- t) **Risk Assessment.** Grantee agrees to comply with 2 C.F.R. 200 Part 205 which requires MassDOT to have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. MassDOT's evaluation may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If MassDOT determines that an award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award. Criteria to be evaluated must be described in the announcement of funding opportunity described in §200.203 Notices of funding opportunities. In evaluating risks posed by applicants, MassDOT may use a risk-based approach and may consider any items such as the following: (1) Financial stability; (2) Quality of management systems and ability to meet the management standards prescribed in this part; (3) History of performance. The applicant's record in managing awards, if it is a prior recipient of awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards; (4) Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audits; and (5) The

applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

- u) **Civil Rights Laws and Regulations.** The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

- b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee

or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to all contracts

v) Contract Work Hours and Safety Standards Act

a. **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and 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 (1) of this section, in the sum of \$10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section."

- w) **Conformance with ITS National Architecture.** Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).
- x) **Disadvantaged Business Enterprise (DBE)** *(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)* It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1)

- y) **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- z) Notice to Third Party Participants.** Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

aa) Federal Tax Liability and Recent Felony Convictions.

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

- bb) No Government Obligation to Third Parties.** The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- cc) Notification to FTA.** If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and

any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

dd) Solid Wastes. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ee) Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. 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).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471

ff) Prompt Payment.

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

gg) Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1.U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2.Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3.Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions

as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required

hh) **Safe Operation Of Motor Vehicles**

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

ii) **Special Notification Requirements For States**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications

jj) **Substance Abuse Requirements.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

kk) **Severability.** The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

II) Termination.

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under

the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default.

In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable

causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule,

may allow the Contractor to continue work, or treat the termination as a Termination for Convenience

mm) Trafficking in Persons. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

nn) Bonding.

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid" guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

23. Severability. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions of this Agreement. If any provision of this Agreement is declared illegal, void of unenforceable, then MassDOT reserves the right to substitute language for said provision to achieve the original intent of this Agreement.

24. Entire Agreement. This Agreement represents the entire agreement between the parties, and no provision may be waived or modified, except by an instrument in writing signed by both parties.

25. Waiver. MassDOT's failure to insist upon the strict performance of any condition of this Agreement shall not be deemed a waiver on the part of MassDOT of the future performance by Grantee of the terms and conditions of this Agreement.

26. Notice. All notices required to be given under this Agreement shall be deemed delivered when given (a) upon hand delivery, (b) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to MASSDOT: Massachusetts Department of Transportation
 Attention: Deputy Administrator of Transit
 10 Park Plaza, Suite 4160
 Boston, MA 02116

If to GRANTEE: Town of Medfield
 459 Main Street
 Medfield, MA 02052-2009

MassDOT and Grantee shall, at any time and from time to time, specify any changes to the address for notices set forth herein by written notice to the other party in accordance with this section.

27. Governing Law; Captions; Time. This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. The captions of the sections of this Agreement are for convenience only and shall not define or limit any of the terms or provisions thereof. Time is of the essence of this Agreement in each and all of its provision.

IN WITNESS WHEREOF, this Agreement has been executed by MassDOT, and Grantee, acting by and through its duly authorized representative, and made effective as an instrument under seal as of the day and year first above written.

Grantee

MassDOT

By: _____

By: _____

Name: Kristine Trierweiler

Name: Thomas Schiavone

Title: Town Administrator

Title: Deputy Transit Administrator

EXHIBIT A

2021 CTGP Application Number: BCG0011516-2021 application

- Application inserted here:

EXHIBIT B

LIMITED POWER OF ATTORNEY

I, _____, a _____, having its principal place of business at _____, do hereby make, constitute and appoint the Massachusetts Department of Transportation's Rail and Transit Division, a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L Chapter 6C, as amended, having its address at 10 Park Plaza, Boston, MA 02116 ("MassDOT"), the true and lawful attorney in my name solely for the purpose of representing me in title transactions for those vehicles listed in Schedule A, which is attached hereto and incorporated herein.

Giving and granting to said attorney full power and authority to sign all title documents and required documents and forms necessary to obtain an original or duplicate certificate of title, to register, transfer title or record a lien to the vehicles listed in Schedule A, and to do all such other things necessary or convenient to endorse and transfer those titles as it might or could do if personally present. _____ further authorizes MassDOT's Rail and Transit Administrator to sign for MassDOT within the scope of its authority as attorney under this instrument. **This authority is expressly limited to title transactions to the vehicles listed in Schedule A.**

EXECUTED as a sealed instrument this ____ day of _____, 20____.

Witness By: _____
Print Name:
Title:

On this _____ day of _____ 20____, before me the undersigned notary public personally appeared _____ proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntary for its stated purpose.

Notary Public Signature

Schedule A

VEHICLE	YEAR	MAKE/MODEL	VIN #
Ford E-450	2024	Type Cb	1FDFE4FN6RDD42110

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Medfield		DEPARTMENT NAME: Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4,T&C): 459 Main Street Medfield, Massachusetts 02052-2009		Business Mailing Address: 10 Park Plaza, Ste 4160, Boston, MA, 02116	
Contract Manager: Brittney Franklin E-Mail: bfranklin@medfield.net		Billing Address (if different): N/A Contract Manager: Lauren Richmond, Rail & Transit Division	
Phone: 508-906-3012	Fax:	E-Mail: lauren.richmond@state.ma.us	
Contractor Vendor Code: VC6000191876		Phone: 857-368-8962	Fax: 857-368-0617
Vendor Code Address ID (e.g. "AD001"): AD AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): INTF00X02024P0126376 RFR/Procurement or Other ID Number: MA-2021-035-01/MA-16-X014	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: . Enter Amendment Amount: . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> MassDOT TERMS AND CONDITIONS <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). <u>\$90,800.00.</u>			
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 (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) CFDA #: 20.513, Enhanced Mobility of Seniors and Individuals with Disabilities, Awarding Agency=FTA. This contract is for one (1) Type Cb Fully Accessible vehicle. The grant award funds \$90,800 (80%) from FTA and \$22,700 (20%) local match. Any additional options are funded by the Town and due at time of delivery. * The duration of this contract is until the end of the vehicle's useful life and in accordance with MassDOT's Disposition Policy.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of June 14, 2024, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of June 14, 2024, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/12/2032</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Kristine Trierweiler</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Thomas Schiavone</u> Print Title: <u>Deputy Transit Administrator</u>	

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies ([State Finance Law and General Requirements, Acquisition Policy and Fixed Assets](#)) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT [Terms and Conditions](#) (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be

MASSDOT STANDARD CONTRACT FORM



verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, s.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, s.9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the

Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.**

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c.30, s. 39R](#); [G.L. c.149, s.27C](#); [G.L. c.149, s.44C](#); [G.L. c.149, s.148B](#) and [G.L. c.152, s.25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

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Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting child support including [G.L. c. 119A, s. 12](#); TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's [Terms and Conditions](#) or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract.

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"Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to [G.L. c. 30 s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the

Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

2024-2025 Proposal

Prepared for:

Town of Medfield MA



PRESENTED BY:

Corcoran & Havlin Insurance Group

287 Linden Street, Wellesley, MA 02482

www.chinsurance.com

Phone: (781) 235-3100

Fax: (781) 235-1622

Sr. Risk Advisor:

Mark Sawyer, Sr. VP, CIC
MSawyer@chinsurance.com

Account Manager:

Alysha Lavatori
ALavatori@chinsurance.com

Claim Representative:

Alan Heinlein,
AHeinlein@chinsurance.com

This presentation is designed to give you an overview of the insurance coverages we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage, conditions and exclusions.



Managing your risk, protecting your interests



Commercial General Liability

Town of Medfield MA

Company	Policy Number	Eff Date	Exp Date	Premium
Nautilus Insurance Company	TBD	5/1/2024	5/1/2025	\$20,860.00 + SL Tax & Fee

Named Insureds

First Named Insured
Town of Medfield, MA

Coverage Detail

Coverage	Limits
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	Included
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Deductible	\$500

Exposures & Location

Description	Exposure	Premium Basis
Loc #: 1 Bldg #: 1 Medfield State Hospital Site Parcel A Hospital Road• Medfield, Massachusetts 02052		
Vacant Buildings - not factories - OTNFP 68606	646,420	Area - Per 1,000/Sq Ft
Vacant land - Rural - Per Acre - First 500 Acres - OTNFP 49451	170	Other
Buildings or Premises - Bank or office mercantile or mfg. - maintained by the insured	15,593	Area – Per 1,000 SqFt
Land-occupied by persons other than insured	170	Other

- Minimum Earned Premium: 25%



Managing your risk, protecting your interests

Umbrella / Excess Liability

Town of Medfield MA

Company	Policy Number	Eff Date	Exp Date	Premium
Starstone National Insurance Company	TBD	5/1/2018	5/1/2019	\$4,924.00

Coverage Detail

Description	Limits
General Aggregate	\$4,000,000
Each Occurrence	\$4,000,000

Underlying Coverages

Policy Type	Carrier / Policy #	Policy Period	Limits
General Liability Each Occurrence	TBD	5/1/2024 to 5/1/2025	\$1,000,000

Additional Limit Options

Limit	Premium (Plus taxes and fees – not included)
\$5,000,000	\$5,656



Premium Summary

Town of Medfield MA

Line of Business	Expiring Premium	Renewal Premium
General Liability	\$19,984.00	\$20,860.00
Umbrella / Excess Liability	\$4,217.00	\$4,324.00
Surplus Lines Taxes & Fees	\$874.36	\$1,043.40
Grand Total	\$25,075.36	\$26,227.40

Payment Options

Description	Selection
Billing Plan	Premium Financed or Pay in Full
Payment Plan	10 Pay
Down Payment Percentage	20%
Audit Interval	Annual



Corcoran & Havlin Insurance Gro

287 Linden Street
Wellesley, MA 02482
Phone: 781-235-3100
Fax: 781-235-7190



Town of Medfield MA
Town Hall
459 Main Street
Medfield, MA 02052

Invoice # 30913	Page 1 of 1
Account Number	Date
MEDFMA0-01	6/14/2024
BALANCE DUE ON	
7/1/2024	
AMOUNT PAID	Amount Due
	\$21,894.40

Commercial General Liability	PolicyNumber: NN1569839	Effective: 7/1/2024 to 7/1/2025
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Item #	Trans Eff Date	Due DateTrans	Description	Amount
1247628	7/1/2024	7/1/2024 RENL	General Liability	\$20,860.00
1247629	7/1/2024	7/1/2024 SLTX	Surplus Lines Tax	\$834.40
1247630	7/1/2024	7/1/2024 PFEE	Policy Fee	\$200.00

Total Invoice Balance: \$21,894.40

Corcoran & Havlin Insurance Gro

287 Linden Street
Wellesley, MA 02482
Phone: 781-235-3100
Fax: 781-235-7190



Town of Medfield MA
Town Hall
459 Main Street
Medfield, MA 02052

Invoice # 30916		Page 1 of 1
Account Number	Date	
MEDFMA0-01	6/14/2024	
BALANCE DUE ON		
7/1/2024		
AMOUNT PAID	Amount Due	
	\$4,924.00	

Commercial Umbrella	PolicyNumber: 70186Y236ALI	Effective: 7/1/2024 to 7/1/2025
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1247657	7/1/2024	7/1/2024	RENL	Excess Liability Premium	\$4,924.00
Total Invoice Balance:					\$4,924.00



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR DESIGN SERVICES,
RE: COUNCIL ON AGING GARAGE DESIGN**

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

This Contract is made this 20th day of June 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal to complete a site design for the Council on Aging Garage, for the Town of Medfield hereinafter referred to as "Program"; and whereas, Town requested a proposal for preparation of site plans as well as performing consulting engineering services in connection with intended installation of a garage at the Medfield Council on Aging facility. Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

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

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

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental thereto.
3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Consultant, June 25th, 2024 to October 31st 2024. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$33,200.00 for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments on the basis of work completed and within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Select Board completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Design and Engineering Services for a new Detached Garage at the Medfield Council on Aging Building, and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as industry best practices relating to the scope of this agreement.
9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

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

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant

is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

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

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

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

15. Termination:

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatsoever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.
16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have been designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Medfield Town House, 459 Main Street in said Medfield, MA 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.
17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project,

the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

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

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

(Consultant)

Medfield Select Board

By: 

Title: President & COO

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Consultant by:



Mark R. Gershman, PE

Print Name

President & COO

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Mark R. Gershman, PE
name of signatory

BETA Group, Inc.
name of consultant

principal place of business is at 701 George Washington Highway, Lincoln, RI 02862,

does hereby certify under the pains and penalties of perjury that
BETA Group, Inc.
name of consultant

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



Signature

June 20, 2024

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of BETA Group, Inc., a ~~Massachusetts~~ Delaware 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, Mark R. Gershman, PE the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on June 4, 2024



Clerk of Corporation

SEAL





June 5, 2024

Mr. Ben Jachowicz
Project Manager
Town of Medfield

Re: Proposal for Professional Services – Council on Aging (COA) Garage
One Icehouse Road, Medfield, Massachusetts

Dear Mr. Jachowicz,

BETA Group, Inc. (BETA) is pleased to provide this proposal to the Town of Medfield. (“Town” or “CLIENT”) to provide engineering, design, and permitting services associated with the proposed garage building to be located at One Icehouse Road, Medfield, Massachusetts.

PROJECT DESCRIPTION

The PROJECT includes the installation of a garage structure (approximate dimensions of 30’ x 40’) and associated site work at the Council on Aging property located at One Icehouse Road in Medfield. The Town has provided plans for the proposed garage structure, record plans for the project area, and has provided some general guidance on site restrictions and future usage. The PROJECT will include the following tasks: wetland resource area delineation; field survey; preparing conceptual site plans; preparing Issued for Permitting (IFP) site plans; preparation of Permitting Submittals; and limited construction services.

SCOPE OF SERVICES

ENGINEER’S services shall be as listed below.

TASK 1 – DATA COLLECTION

1.1 ENVIRONMENTAL RESOURCE DELINEATION

BETA will authorize the services of a qualified wetlands professional to delineate wetlands within 100 feet of the PROJECT location. Wetland resource area delineation will be performed in accordance with the Massachusetts Wetlands Protection Act (M.G.L c. 131 § 40), its implementing Regulations (310 C.M.R. 10.00), and the Town of Medfield Wetland Bylaw.

1.2 FIELD SURVEY

BETA will authorize the services of a licensed surveyor to complete an existing conditions survey of the PROJECT site. The survey will include where present, but not be limited to, such items as: property and right-of-way lines, flagged wetland flags, buildings, curbing, pavement, parking areas, driveways, walks, fences, utilities and utility markings, lawns, woodlands, and topography. It is assumed that topography survey will be limited to areas of existing and proposed development and if required, a waiver will be granted for providing topography in the undeveloped portions of the lot.

Town departments will provide available record drawings for coordination with the Survey.

The deliverable will be a “base plan,” stamped by a professional land surveyor, depicting the aforementioned site features for use in the site design.

TASK 2: PREPARATION OF CONCEPTUAL SITE PLAN

Under this task, BETA will prepare a conceptual site plan depicting up to three proposed locations for the proposed garage structure. The concept plan will provide alternative options for the location of the garage building and will be based on guidance from the Town of Medfield and the Medfield Council on Aging. Detailed design information will not be provided as part of this task. It is assumed that garage locations will be located outside of required setbacks and buffer zones to wetland resources and will be sited to avoid conflicts with existing utilities. Advantages and disadvantages for each garage location will be identified and summarized in a memorandum.

This task also includes one meeting with the Town, if requested, to discuss the potential alternatives.

The deliverables will be a concept plan, provided on one plan sheet for each concept, depicting the alternatives and a summary memorandum. All deliverables will be submitted electronically.

TASK 3: PREPARATION OF ISSUED FOR PERMITTING (IFP) SITE DESIGN PLANS.

Following selection of a preferred location for the garage by the Town, BETA will prepare design plans, stamped by a professional engineer, for the proposed work in sufficient detail for the purposes of meeting Site Plan Review and/or Special Permit requirements. The site design plans will include the location of a new garage structure and modifications to the existing site, as necessary, to accommodate the new structure, including changes to striping, curbing, edge of pavement, landscaping islands, and grading. The plan set is anticipated to include a cover sheet, general notes, existing conditions plan, construction plan, and construction details.

The deliverable will be an IFP level project plan set depicting design features in accordance with the above, which will be submitted electronically to the CLIENT for review and comment.

The PROJECT is anticipated to disturb less than 1 acre and will not be subject to the Stormwater Management Bylaw; however, as the site is located within the Aquifer Protection Overlay District a stormwater Project Review Application will need to be prepared and filed with the Board of Health. It is currently unknown if the PROJECT will result in an increase in impervious area and require stormwater mitigation. Following selection of a preferred location for the garage by the Town, BETA will evaluate the extent of stormwater mitigation and documentation required, if any, and will include any necessary services as an additional scope.

TASK 4: PREPARATION OF PERMITTING SUBMITTALS

Under this task, BETA will incorporate minor revisions based on CLIENT comments on IFP plans and prepare a submittal package to support an application for Site Plan Review and/or Special Permit with the Planning Board or Zoning Board of Appeals, as appropriate. The submittal package will be consistent with the Planning Board’s or Zoning Board of Appeals application requirements and will include application form, zoning chart, narrative, and IFP Plans. It is anticipated that the Town will be the Applicant and will be exempt from local filing fees.

BETA will prepare for and attend up to two (2) Planning Board or Zoning Board of Appeals public hearings. It is anticipated that all public hearings will be attended virtually. Minor revisions requested by the Board during the initial hearing will be incorporated into a revised application package and be resubmitted.

Additionally, this task will include the preparation, printing, and submittal of application documents to the Board and Town of Medfield, if requested. The cost of preparation, materials, mailing, and other incidentals are included in the fee for this task. Two (2) submittals of these materials are included in the scope of the work.

The deliverable will be up to two (2) application packages suitable for submittal to the Town of Medfield Planning Board or Zoning Board of Appeals, as appropriate.

TASK 5: CONSTRUCTION SERVICES

Under this task, BETA will assist the Town in the review and response to requests for information (RFI's) submitted by the Contractor. A total of \$1,500 will be allocated for providing responses to RFI's. Following substantial completion of construction, BETA will authorize the services of a licensed surveyor to complete a record as-built plan that is suitable for submission to the Building Department, if requested by the Town.

The deliverables will electronic submissions of responses to RFIs and a printed as-built plan, if requested by the Town.

SERVICES AND FEES NOT INCLUDED

The following services are not included; if required, they will be provided as an additional service:

- Permitting with the Massachusetts Department of Environmental Protection, Town of Medfield Conservation Commission, Medfield Building Department, or any other Town, State, or Federal Department not included in the above Tasks.
- Stormwater management analysis and design
- Coordination with Historical Commission
- Application fees, filing fees, or any other fees required by the project.
- Preparation of legal notices or abutter notifications
- Structural or architectural design
- Lighting design or photometric analysis
- Performing subsurface explorations
- Geotechnical design or reports
- Utility design, coordination, or relocations
- Traffic or parking counts
- Preparation or recording of easement plans
- Hazardous materials sampling/testing
- Coordination with the Fire Department for emergency site access and circulation.
- Preparation of specifications and bid documents.
- Bidding assistance
- Construction phase services other than those listed above

FEE ESTIMATE

Payment for services as outlined above, based on a time and materials basis, shall be a Not to Exceed Fee of **\$33,200** without prior approval from the Town. The following provides a breakdown of the project costs, which are not intended to be individual ceilings but rather a general representation of the estimated fee per task:

Project Task	Cost
Task 1: Data Collection	\$9,000
Task 2: Conceptual Site Plan	\$7,900



Task 3: Issued for Permitting Site Design Plans	\$6,800
Task 4: Permitting Submittals	\$6,200
Task 5: Construction Services (excluding as-built)	\$1,500
Task 5: Construction Services (as-built)	\$1,800
Total	\$33,200

ACCEPTANCE

If this proposal is acceptable, BETA will forward our standard agreement for execution. If you have any questions, please do not hesitate to contact us at 781-255-1982.

Very truly yours,
BETA Group, Inc.



Matthew J. Crowley, PE
Senior Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fitts Insurance Agency, Inc. 2 Willow St. Suite 102 Southborough, MA 01745 License #: 3686812	CONTACT NAME: Genesis Pereira PHONE (A/C, No. Ext): (508)620-6200 E-MAIL ADDRESS: GPereira@FittsInsurance.com FAX (A/C, No): (508)481-0227																					
INSURED Beta Group, Inc. 701 George Washington Hwy Lincoln, RI 02865	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Travelers Indemnity of America</td><td>25666</td></tr><tr><td>INSURER B :</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C :</td><td>Travelers P&C Ins Co of Americ</td><td>25674</td></tr><tr><td>INSURER D :</td><td>Travelers Cas Ins. Co. America</td><td>19046</td></tr><tr><td>INSURER E :</td><td>Endurance American Specialty Insurance</td><td>41718</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Indemnity of America	25666	INSURER B :	Travelers Indemnity Company	25658	INSURER C :	Travelers P&C Ins Co of Americ	25674	INSURER D :	Travelers Cas Ins. Co. America	19046	INSURER E :	Endurance American Specialty Insurance	41718	INSURER F :		
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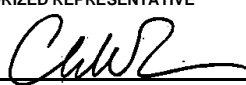
COVERAGES**CERTIFICATE NUMBER: 00001255-17330676****REVISION NUMBER: 406**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6306K894484	04/12/2024	04/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers Lim \$ 250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8105P933019	04/12/2024	04/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP6K922739	04/12/2024	04/12/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB6K772536	04/12/2024	04/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			DPL30018382102	04/12/2024	04/12/2025	Ea Claim \$ 5,000,000
E	Pollution Liab			DPL30018382102	04/12/2024	04/12/2025	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Medfield 459 Main Street Medfield, MA 02052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (GLP)
--	--

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June 11, 2024



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

Re: Proposal for Professional Engineering Services
Asset Management Services and Sewer Collection System Asset Management Plan

Dear Mr. Goulet:

Woodard & Curran is pleased to present this proposal for asset management planning (AMP) services to the Town of Medfield (Town). The primary objective of this project is to ensure the long-term sustainability of the Town's assets, that will assist managers with updating their asset inventory, prioritizing gravity sewer pipes and manholes for capital improvements objectively and holistically and aligning infrastructure-related levels of service with the vision and mission of the Town. This project will identify a list of priority sewer assets and will develop an asset management plan for these assets.

SCOPE OF SERVICES

The following phases are included in the Scope of Work for this project.

Task 1. Inventory Updates

The Town owns and maintains a GIS database of their sewer collection system through PeopleGIS web-based asset management software (AMS) to manage their assets and log their work order data. However, the data in the sewer GIS has not been updated in several years and it is likely incomplete and out of date. The goal of this task is to identify the areas with missing information, gather data to refine/complete the inventory, and update the GIS.

In this task Woodard & Curran will conduct a data gap analysis of the sewer collection network by comparing the current datasets to the parcel information to identify service areas with missing data, including gaps in attributes (missing diameters, material information or years of installation), and system connectivity issues. Woodard & Curran will use record drawings and CAD files to retrieve as much of the missing information as possible and complete the inventory. Areas in town with still missing information because of lack of records will need to be addressed via field-data collection, which will be conducted as part of Task 2.

This task includes:

1. Kick-off meeting with the DPW staff to start project, collect relevant documents and datasets (GIS data, past inspection reports, as-built drawings, in paper, PDF or CAD format) and to discuss priority areas in town prone to sewer issues/failures.
2. Data gap analysis
3. Digitizing or transforming data into GIS format
4. GIS database updates



Note

In-kind-services (IKS) under this consist of review of updated GIS dataset and data-entry of part inspection data in PeopleGIS (if applicable).

Task 1 Outcomes:

- Updated GIS of sewer collection system

Task 2. Condition Assessment

Woodard & Curran will create a Condition Assessment Plan that will identify the assets to be inspected by year, through a phased process to systematically work through the town-wide sewer collection system. The plan will be based on the preliminary priority areas delineated in Task 1, overlaid with the areas of the system with inventory data gaps, and the areas missing condition data. The condition assessment plan will specify the recommended sewer lines by street to be inspected yearly, based on priority and on yearly budgets. Woodard & Curran will assess the possibility of assigning estimated condition data to pipes of similar characteristics to inspected pipes to optimize the mileage of inspections over time. The Condition Assessment Plan will aim for having complete condition information for the entire system (either by inspection or by extrapolation) in a time frame that will accommodate Medfield's budget.

A CCTV provider (subcontractor) will conduct the CCTV inspection of the areas identified in the plan to be inspected in FY2024, as part of this project. The subcontractor will be PACP (Pipeline Assessment Certification Program) certified and will conduct the inspection following NASSCO (National Association of Sewer Service Companies) standards. Manhole inspections will be performed on the access manholes where CCTV inspection of the gravity sewer is conducted. Woodard & Curran will coordinate with the subcontractor the data management component of the condition assessment, to ensure all inspection data is unequivocally matched with the correct asset in GIS and to coordinate field activities. Woodard & Curran will compile the results of the inspection and update the GIS database with that information. This proposal assumes 15 days of CCTV and 200 manhole inspections.

Note

IKS under this task consist of assisting with field-data collection activities.

Task 2 Outcomes:

- Sewer System Condition Assessment Plan
- Updated GIS with newest condition assessment information

Task 3. Risk Analysis

Woodard & Curran will conduct a risk analysis of the gravity sewer pipes and manholes, which will be used to prioritize renewal and replacement needs over time. Woodard & Curran will provide a preliminary risk framework for sewer collection system assets. The framework will outline how likelihood of failure and consequence of failure are assigned to assets. This framework will be discussed with the Town in a 2-hour workshop. The likelihood of failure will be a function of different factors such as estimated service life, condition information, and I/I-related data (where available). The consequence of failure will depend on asset hierarchy on the sewer network and other factors such as potential environmental impacts, and potential repair/replacement costs. Consequence factors are key for building a framework for prioritization, for comparing needs rising from different asset types and for aligning priorities with what matters most to the Town. Woodard & Curran will use the risk framework to assess risk across the sewer collection system and to prioritize assets in two lists: the Priority List of



Assets (PLA) and the Secondary List of Assets (SLA). Woodard & Curran will also provide recommendations for renewal, replacement or other rehabilitation strategies and estimated costs. The results of the analysis will be presented to the Town in a second 2-hour workshop.

Task 3 Outcomes:

- Sewer System Risk Framework
- Sewer System Risk Analysis
- PLA and SLA

IKS for this task consists of workshop participation and review of documentation.

Task 4. Asset Management Plan

Woodard & Curran will prepare a Sewer Collection System Asset Management Plan (AMP) for Medfield's gravity sewer collection system's assets. The AMP will compile the information from Tasks 1, 2 and 3 into one document and will provide recommendations for future work related to the management of the gravity sewer collection system's assets. The document will address data management, status of system inventory and condition, levels of service, risk, lifecycle management and long-term funding, and will contain recommendations for future work and for continuing the implementation and adoption of asset management best practices as they apply to Medfield's sewer system.

Task 4 Outcomes

- Sewer Collection System AMP

Task 5. Public Outreach

The Asset Management Plan will be presented by the Town at a public meeting. Woodard & Curran will assist with materials and support during this meeting.

Task 5 Outcomes:

- Presentation of Sewer Collection System AMP at public meeting.

COMPENSATION

The following table presents our fee through a lump sum billing method for the professional services for the Phases listed herein. The total fee of \$225,000 will not be exceeded without prior written authorization. Monthly invoices will be submitted to the Town.

PHASE	DESCRIPTION	FEE
1*	Inventory Updates	\$26,000
2*	Condition Assessment	\$150,000
3*	Risk Analysis	\$25,000
4	Asset Management Plan (AMP)	\$20,000
5	Public Outreach	\$4,000
Project Total		\$225,000

* The Town will be providing an additional \$10,000 to Phase 1, \$10,000 to Phase 2, and \$5,000 to Phase 3 as in-kind services. The resulting total cost for Phase 1 is \$36,000, Phase 2 is \$160,000 and Phase 3 is \$30,000 and total project cost \$250,000.

PROJECT SCHEDULE

We understand the Town's desire for prompt action and are committed to assisting the Town with timely completion of this plan. Below is an anticipated breakdown of phases assuming MassDEP issues Notice to Proceed prior to July 2024:

1. Inventory Updates – **October 2024**
2. Condition Assessment – **February 2025**
3. Risk Analysis – **April 2025**
4. Asset Management Plan (AMP) – **May 2025**
5. Public Outreach – **June 2025**

CLARIFICATIONS AND ASSUMPTIONS

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

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

TERMS AND CONDITIONS

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

Sincerely,

WOODARD & CURRAN, INC.



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



Peter Lyons, P.E.
Project Manager



Section A

Applicant Information and Certification Form

(Attach additional pages as necessary)

1. LOCAL GOVERNMENTAL ENTITY (TOWN OR DEPT. OF REVENUE OR PWS)			
LGU/PWS Name: Town of Medfield, MA		Dept. of Revenue ID No.: 	
Authorized Representative: Kristine Trierweiler		Title: Town Administrator	
Street/P.O. Box: 459 Main Street			
City: Medfield	State: MA	Zip: 02052	
Telephone: 508-906-3011	Fax: 	E-Mail: ktrierweiler@medfield.net	

2. LGU/PWS CONTACT PERSON (If different from item 1)			
Name: Maurice Goulet		Title: Director of Public Works	
Mailing Address (If different from item 1)			
Street/P.O. Box: 55 North Meadows Rd			
City: Medfield	State: MA	Zip: 02052	
Telephone: 508-906-3002	Fax: 	E-Mail: mgoulet@medfield.net	

3. ENGINEER OR CONSULTANT FIRM			
Firm/Agency: Woodard & Curran, Inc.			FEIN: 01-0363222
Contact Person: Scott Salvucci, Client Manager			
Mailing Address			
Street/P.O. Box: 250 Royall St.			
City: Canton	State: MA	Zip: 02021	
Telephone: 781-613-0311	Fax: 	E-Mail: ssalvucci@woodardcurran.com	

Sewer System (i.e., Sewerage Collection)	Number of Public Connections	Population Served (Approximate)
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Sewer Project (2,958 connections)	12,799 – town population

5. CWSRF/DWSRF PROJECT IDENTIFICATION NUMBER	
ID No. from Current Year Priority List: CWSRF # 16787	
Project Description: The Town of Medfield's (The Town) wastewater collection system was primarily installed in the 1970s and consists of 62 miles of public sewer main network, about 16 miles of private sewer lines, and 5 miles of force mains. The collection system is experiencing groundwater infiltration and rainfall induced infiltration as a result of structural defects within the sewer pipes and manholes. The Town has invested in a recent Sewer System Evaluation Survey (SSES) to aid in identifying the sewer subareas contributing to the infiltration. The Town is seeking to complete an AMP for their sewer collection system that will help them gain an understanding of the condition of the system and potential investment needed in the short, and mid-term to minimize infiltration and inflow (I/I). The Town is partnering with Woodard & Curran (The Consultant) to accomplish the following goals: Complete asset inventory of sewer collection system, create an inspection program for the sewer collection system, evaluate priority assets based on risk and create an asset management plan (AMP).	

6. PROJECT FINANCING/ASSISTANCE REQUESTED		Amount	Available Balance
AMP Grant		\$150,000	\$ 0
SRF Loan		\$0	\$ 0
In-Kind Services		\$25,000	\$ 0
Other Contribution (cash)		\$75,000	\$ 0
TOTAL		\$250,000	\$ 0

7. CERTIFICATION

In submitting this Application to MassDEP, the Applicant certifies that it shall comply with the following Project related conditions and understands that the Applicant's non-compliance with one or more of these conditions may preclude MassDEP's issuance of a Project Approval Certificate or entry into a Project Regulatory Agreement.

(1) Prior to receiving final payment for the Project, the Applicant shall certify to MassDEP that the Project has been completed and performed in accordance with the Project Regulatory Agreement.

(2) The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards.

(3) The Applicant understands that if MassDEP issues a Project Approval Certificate for this project, such action does not constitute MassDEP's sanction or approval of any changes or deviation from any applicable state regulatory or permit standards, criteria, or conditions, or from the terms or schedules of state enforcement actions or orders applicable to the Project.

(4) The Applicant shall maintain all Project records for seven years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven-year period is completed and resolved, whichever is longer.

(5) The Applicant agrees to provide any Project information and documentation requested by MassDEP.

(6) Any proposed change in Project-related contracts which substantially modifies the Project initially proposed shall be submitted to MassDEP for prior approval.

(7) The Applicant's implementation of the Project, including the procurement of related contracts, shall comply with all applicable requirements of state and local laws, ordinances, by-laws, rules, and regulations.

To the best of my knowledge and belief, data provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant. Furthermore, the applicant certifies that it possesses the legal authority to apply for the loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application. The same resolution, motion, or similar action is directing and authorizing the person identified below as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Name of Representative
Kristine Trierweiler

Title
Town Administrator

Signature of Representative

Date

6/18/2024

CERTIFYING AUTHORITY TO FILE

I hereby certify that the Select Board of the Town of Medfield (hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize the Town Administrator to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

CWSRF 16787 – Medfield Sewer Collection AMP

I hereby certify that Kristine Trierweiler is the present incumbent of the position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the _____ day of _____, 2024, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

_____ day of _____, 2024

Marion Bonoldi, Town Clerk

Requested Under The Provisions Of Chapter 77 of the Acts of 2006
amends M.G.L. Chapter 44 section 33B
amended per Municipal Modernization Act of 2016
(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Requested amount of transfer:	\$36,050.00
-------------------------------	-------------

Availability of funds:

Town Accountant _____ Date _____

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	_____ Number Present and Voting	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

APPROPRIATION TRANSFERS

Requested Under The Provisions Of Chapter 77 of the Acts of 2006

amends M.G.L. Chapter 44 section 33B

amended per Municipal Modernization Act of 2016

(Requests allowed at fiscal year end, May, June, and the first 15 days of July)

Board of Selectmen & Warrant Committee

Town of Medfield

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B of the Massachusetts General Laws to avoid appropriation deficits.

Transfer from: 510100 Police Salaries
Account Number Account Name

Transfer to: 520510 Police Officer Equipment
Account Number Account Name

Requested amount of transfer:

\$10,839.39

Reason for request: Return funds for Stanton Grant

Benny R. McNamee
Requesting Department Head Signature

Availability of funds:

DEPUTY CHIEF
Title

6/14/24
Date

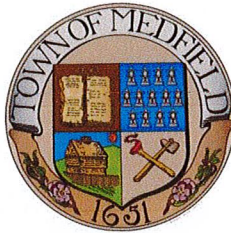
Town Accountant

Date

_____ Signature for BOARD OF SELECTMEN	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

_____ Signature for WARRANT COMMITTEE	Approved _____	Disapproved _____
_____ Date	Number Present and Voting _____	

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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Rob Barossi Email: rbarossi@trustrustees.org
Street Address: 38 Hartford St. Telephone: 774-219-1321
City/Town, State: Medfield, MA 02052

Event and Purpose:
Summer Scary Movie Night w/ The Trustees and
Coolidge Corner Theater - show outdoor movies

Location of Event: Rocky Woods Reservation, 38 Hartford St,
Medfield

Date and Hours of Event: 7/20/24 6:00 PM - 11:00 PM

Type of License Requested: All Alcohol ☒ Or Malt/Wine only ☐

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

Copy of Valid Bartender Trainings attached: Yes ☒ No ☐

Copy of Certificate of Liability Insurance attached: Yes ☒ No ☐

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

Rob Barossi
Signature of Applicant

6/13/24
Date filed

Licensing Authority Signature

Date approved

Conditions: _____



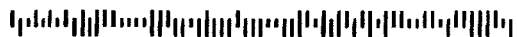
Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0634754688
Notice Date: December 3, 2018
MA Taxpayer ID: 11172891



CERTIFICATE OF EXEMPTION



TRUSTEES OF RESERVATIONS THE
200 HIGH ST FL 4
BOSTON MA 02110-3036

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

TRUSTEES OF RESERVATIONS THE
200 HIGH ST FL 4TH
BOSTON MA 02110-3036

MA Taxpayer ID: 11172891
Certificate Number: 633251840

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: January 4, 2019

Expiration Date: January 3, 2029

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz

Adam F. Chafetz
HCI President

ID#: 5531843 Name: Rob Barossi

Exam Date: 8/14/2021 Expiration Date: 8/14/2024



eTIPS On Premise 3.1

Issued: 8/14/2021

ID#: 5531843

CERTIFIED

Expires: 8/14/2024

Rob Barossi
Trustees of Reservations
Appleton Farms
219 County Rd
Ipswich, MA 01938-2725

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 470 Atlantic Avenue Boston MA 02210 License#: BR-724491 TRUSOFR-01	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Navigators Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Trustees of Reservation 200 High Street, 4th Floor Boston MA 02210	NAIC # 18058 42307

COVERAGES**CERTIFICATE NUMBER:** 261575310**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PHPK2537003	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2537006	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	PHUB857854	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Excess Liability SEXUAL/PHYSICAL ABUSE OR MOLESTATION			NY23EXRZ04W1CIV PHPK2537003	4/1/2023 4/1/2023	4/1/2024 4/1/2024	Excess Limit \$10,000,000 Occurrence Limit \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured's:
The Trustees of Reservation
Boston Natural Areas Network
The Farm Institute
The Massachusetts Land Conservation Trust
Hilltown Land Trust
Fruitlands Museum
deCordova
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Medfield
459 Main Street
Medfield MA 02052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED The Trustees of Reservation 200 High Street, 4th Floor Boston MA 02210
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

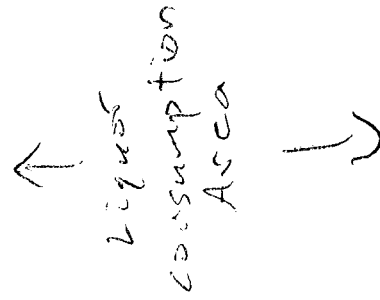
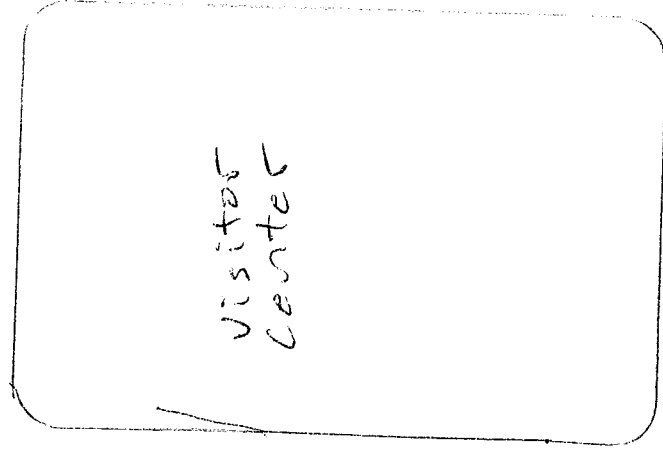
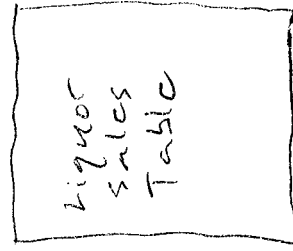
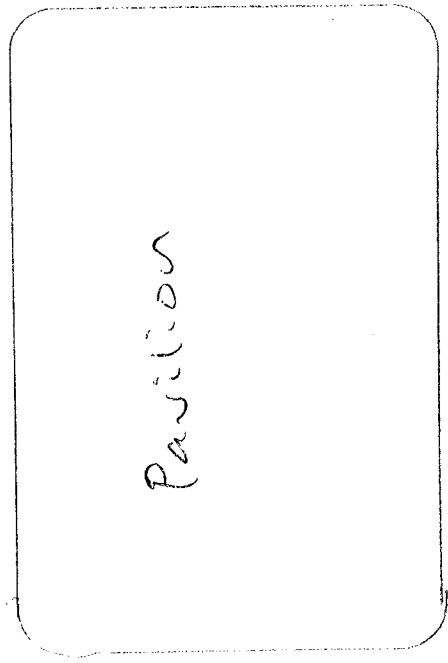
deCordova Museum and Sculpture Park
 deCordova and Dana Museum and Park

Town of Medfield is included as additional insured with respect to the general liability policy; as their interests may appear through written contract or agreement; in accordance with policy terms and conditions.

Liquor Consumption Area - Rocky Woods Scary Movie Night at Rocky Woods Reservation

woods

woods



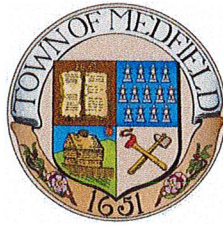
Movie Screen

entrance
to
field

driveway

driveway

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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Zullo Gallery
Center For The Arts Email: wpope1@mac.com

Street Address: 456A Main St. Telephone: 508.359.3711

City/Town, State: Medfield, MA

Event and Purpose:

Zullo Gallery "First Thursdays" + "Summer Thursdays on the deck"
purpose: extending hours, publicize programs and celebrate the arts.

Location of Event: Zullo Gallery 456A Main St. Medfield, MA

Date and Hours of Event: dates: 7/11, 7/18, 7/15 8/1, 8/8, 8/15, 8/22, 8/29

Type of License Requested: All Alcohol ☐ Or Malt/Wine only ☒ 9/6, 10/3, 11/7, 12/5

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

all 5-11 PM

Copy of Valid Bartender Trainings attached: Yes ☒ No ☐

Copy of Certificate of Liability Insurance attached: Yes ☒ No ☐

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

[Signature]
Signature of Applicant

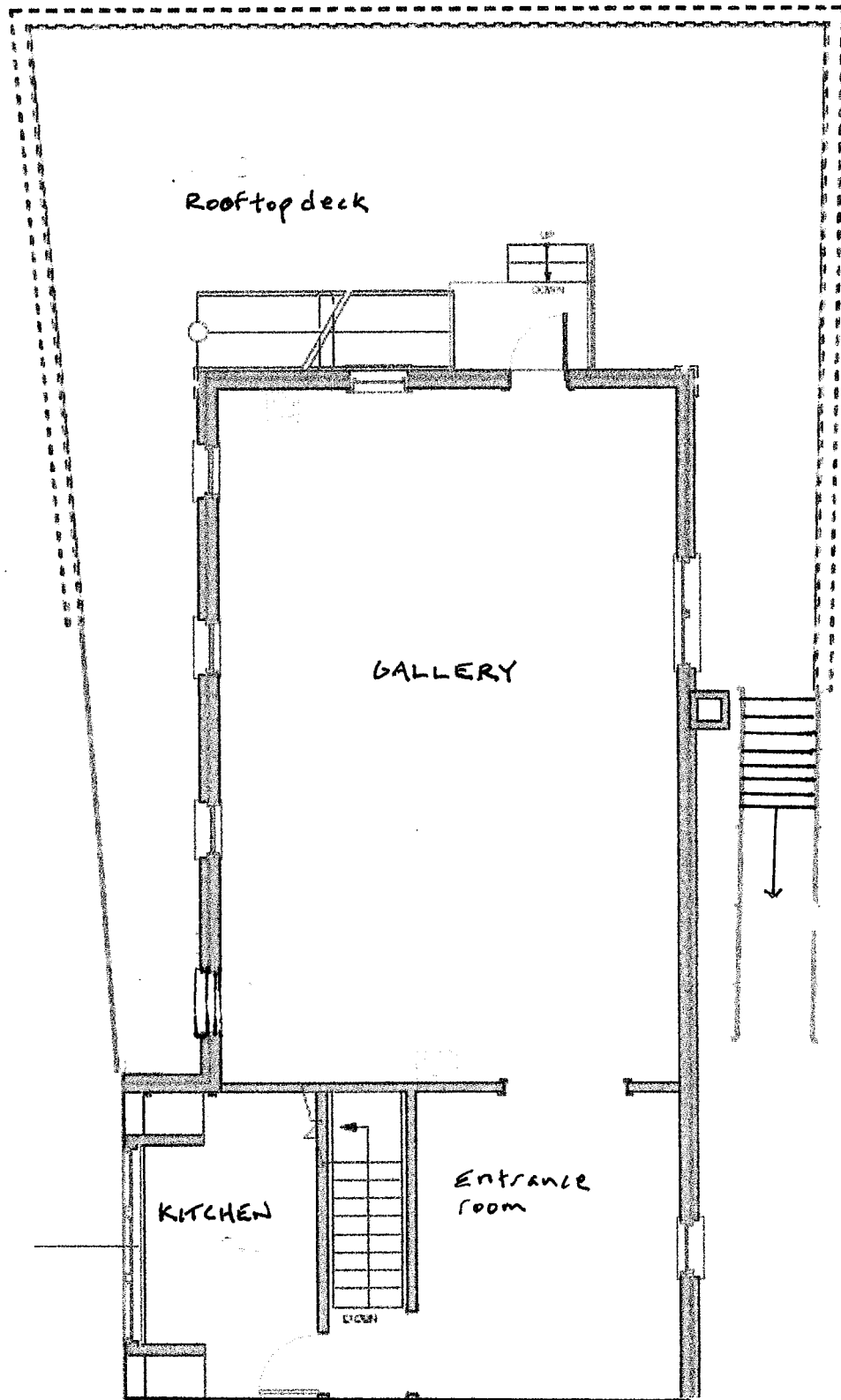
6/21/2024
Date filed

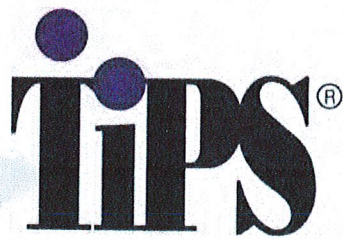
Licensing Authority Signature

Date approved

Conditions: _____

ZULLO GALLERY
Floor plan





CERTIFICATE OF COMPLETION

This certifies that

Claire McNulty

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
07/18/2023



Expiration Date
07/17/2026



Certificate #
ON-000029292633

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



(CUT HERE)



(CUT HERE)

®

On-Premise

Issued: 07/18/2023

Certificate #: ON-000029292633

Expires: 07/17/2026

Claire McNulty

41 Blacksmith Drive

Medfield

MA 02052

CERTIFIED



Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



106 Southville Road - Southborough, MA 01772
Toll Free (877) 366-1140 – FAX: (508)836-4940

COMMON POLICY DECLARATIONS Hospitality Mutual Insurance Company

RENEWAL DECLARATIONS

POLICY NO: CPP2000772	
NAMED INSURED AND MAILING ADDRESS	AGENT AND MAILING ADDRESS
Zullo Gallery Center for the Arts Charitable Trust DBA Zullo Gallery Center for the Arts 456A MAIN ST MEDFIELD, MA 02052-2008	HUB International New England LLC 600 Longwater Drive P.O. Box 9146 Norwell, MA 02061
Agent Code: 1290-MA	
POLICY PERIOD: FROM 07/09/2023 TO 07/09/2024 AT 12:00 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE	

DESCRIPTION OF BUSINESS: Temporary Events
FORM OF BUSINESS: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
LIQUOR LIABILITY COVERAGE PART	\$1,867
TOTAL	\$1,867

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

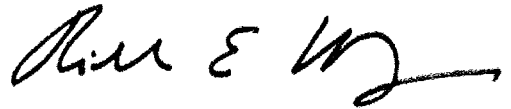
Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations.

Number	Edition	Description
TS	01 15	Terrorism Insurance Premium Disclosure and Opportunity to Reject
CG 21 73	01 15	Exclusion of Certified Acts of Terrorism
CG 21 75	01 15	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
CG 21 76	01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IL 00 21	09 08	Nuclear Energy Liability Exclusion

COUNTERSIGNED AT: Southborough, MA

DATE: 07/11/2022

BY:



THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



106 Southville Road- Southborough, MA 01772
Toll Free (877) 366-1140 – FAX: (508)836-4940

LIQUOR LIABILITY COVERAGE

RENEWAL DECLARATIONS

POLICY NO: CPP2000772

NAMED INSURED AND MAILING ADDRESS	AGENT AND MAILING ADDRESS
Zullo Gallery Center for the Arts Charitable Trust DBA Zullo Gallery Center for the Arts 456A MAIN ST MEDFIELD, MA 02052-2008	HUB International New England LLC 600 Longwater Drive P.O. Box 9146 Norwell, MA 02061

Agent Code: 1290-MA

POLICY PERIOD: FROM **07/09/2023** TO **07/09/2024** AT 12:00 AM STANDARD TIME
AT THE INSURED'S MAILING ADDRESS SHOWN ABOVE

**IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

DESCRIPTION OF BUSINESS: Temporary Events
FORM OF BUSINESS: Corporation

Liquor Liability Total Premium	\$1,867
---------------------------------------	----------------

POLICY FORMS AND ENDORSEMENTS

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations.

Number	Edition	Description
HMIC LL 100	2023	Liquor Liability Coverage Forms

LIQUOR LIABILITY COVERAGE
DECLARATIONS PAGE (Continued)

DESCRIPTON OF BUSINESS				
LOCATION NUMBER:	1			
LOCATION ADDRESS:	456A MAIN ST, MEDFIELD, MA, 02052-2008			
LOCATION DESCRIPTION:	Temporary Events			
LIMITS OF INSURANCE				
Per Person Occurrence Limit				\$1,000,000
Per Occurrence Limit				\$1,000,000
Aggregate Limit				\$2,000,000
CLASSIFICATION	CODE	PREMIUM BASE	EXPOSURE	PREMIUM
Caterers/BYOB	37	Per Adult Attendee	171	\$844
Annual Policies for Temporary Events	38	Per Adult Attendee	842	\$1,023
Coverage				Premium
Liquor Liability				\$1,867
Total Location Premium				\$1,867
This premium includes the following modifications:				

LOCATION FORMS AND ENDORSEMENTS

Number	Edition	Description
LL 208	05 19	Assault and/or Battery Exclusion
LL 218	2023	Exclusion - Contractors, Subcontractors And Entertainers
LL 215	2023	Exclusion - Third Party or Contracted Security

Board of Directors

Marcia Robinson
President

Ron Joseph
Treasurer

Liz Harrington
Clerk

Shirin Baradarin

Bernice Behar

Richard Bonomo

Michael Evangelista

Kristen Johnson

Raghu Krishnan

Greg Jundanian

Jennifer London

Seta Nersessian

J. Mike Remy

Alex Shumway

Kristine Trierweiler
Town Administrator
459 Main Street
Medfield MA 02052

March 20, 2024

Dear Kristine,

We are writing to request permission to direct a portion of our 13th annual bicycle Ride for Food through Medfield on Sunday morning October 6, 2024. The purpose of the Ride for Food is to partner with hunger-relief organizations to raise critical funds to fight hunger in Eastern Massachusetts. This year the Ride for Food will benefit 25-30 food pantries.

Approximately 150 cyclists (<https://ridewithgps.com/routes/45770459>) will travel through Medfield on the 50 mile route, and should ride through Medfield between 9 and 10:00AM having left the Dedham Noble & Greenough School campus between 8:30 and 9:00.

Riders enter Medfield via Pine Street, taking Pine Street until the end, left onto North, cross 109 to South Street. They will head to the 1st waterstop at Medfield High school off Village Way (we will follow up separately regarding this request for a waterstop). Riders leaving the waterstop take a left back onto South crossing 27 where we would like a police detail. They continue into Norfolk on Holbrook.

Request for police detail: We would like to **request detail at South and Route 27** and will follow up closer to the event.

For more information about the route or the Ride, please go to www.threesquaresne.org.

The Certificate of Insurance for the event is attached.

Sincerely,

Jen Shadrick, Event Coordinator, jen@threesquaresne.org
Marcia Robinson, President, marcia@threesquaresne.org

Medfield Police Department Event Request



Organization	Three Squares New England	
Anticipated Police/Fire/EMS/DPW Needs (Costs for Details Will Be Provided Prior to Event)	Detail at South st & Spring ST (rte 27) Detail at North, Main (109) to South st	
Organization Contact Names and Numbers	• Jennifer Shadrick 781-789-3138	•
	•	•
	•	•
Anticipated Road Closures		
Any Handicap Accessible Needs for Event		
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)		
Resources Provided by Organization (Number of Volunteers)		
Special Licensing Requirements Including Alcohol Permit Requests		
Event Summary		
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information		

Please Provide Site or Route Information for Parades/Road Races Etc.	
--	--

EVENT NAME	The Ride for Food
EVENT DATE	October 6, 2024
EVENT TIME	Entering Medfield approximately 9-1
VENUE	Noble and Greenough School
LOCATION	Dedham Ma
GUEST COUNT	150
THEME	
KEY MESSAGING/ADVERTISING	
SOCIAL MEDIA PLATFORMS	
EVENT GOALS	We raise money to fight food insecurity throughout massachusetts

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	

SIGNATURES	EVENT PLANNING	Jennifer Shadrick	CLIENT	
		PRINTED NAME		PRINTED NAME
		Jennifer Shadrick		
		SIGNATURE		SIGNATURE

N E R S	6/11/24	
	DATE	DATE