

**SELECT BOARD MEETING PACKET**

**September 10, 2024**

## Town of Medfield Zero-Emission Vehicle First Policy (DRAFT)

*This model policy was prepared to assist municipalities in developing a zero-emission-first vehicle policy. This model policy is intended for illustration purposes. Communities are free to utilize the format provided.*

Town of Medfield/ Medfield School District <b>ZERO EMISSION FIRST VEHICLE POLICY</b>	
Effective Date	
Revisions	
Select Board Approval Date	
School Superintendent Approval Date	

### 1) DEFINITIONS

- a) Acquisition** - In the context of this guideline, acquisition refers to the purchase or lease of on-road vehicles (whether used or new) by and for the (city/town/school district) either to replace an existing fleet vehicle or to expand a fleet.
- b) Alternative fuel vehicles (AFVs)** - Dedicated, flexible fuel, or dual-fuel vehicles designed to operate on at least one alternative fuel (such as electricity, biodiesel, propane, or natural gas) to reduce carbon emissions.
- c) Battery electric vehicle (BEV)** – An electric vehicle that draws propulsion energy solely from an on-board electrical energy storage device during operation that is charged from an external source of electricity.
- d) Electric vehicle supply equipment (EVSE) or electric vehicle charging station** – An electric component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles by permitting the transfer of electric energy to a battery or other storage device in an electric vehicle.
- e) Exempt vehicles** - Vehicles that are exempt from the Green Communities Fuel Efficient Vehicle Policy include off-road vehicles, motorcycles and heavy-duty vehicles with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds. Examples include fire engines, ambulances, and some public works vehicles.
- f) Fleet vehicles** - In the context of this guideline, refers to on road vehicle assets owned or leased and operated by the (city/town/school district).

g) **Fuel-cell electric vehicle (FCEV or FCV)** - An electric vehicle that draws propulsion energy solely from an on-board energy storage device during operation, where energy stored as hydrogen is converted to electricity by a fuel cell, that is recharged from an external source of hydrogen.

h) **Fuel Efficient Vehicle (FEV) Policy** - Issued by the Department of Energy Resources (DOER) to fulfill the requirements of the Green Communities Act. The FEV Policy requires designated Green Communities to acquire fuel-efficient vehicles; applies to all light-duty vehicle acquisitions with a gross vehicle weight rating (GVWR) of 8,500 pounds or less.

i) **Gross vehicle weight rating (GVWR)** - The maximum safe operating weight of a vehicle, as specified by the manufacturer, including passenger and cargo loads.

j) **Heavy-duty vehicle** - A vehicle with a manufacturer's gross vehicle weight rating (GVWR) of more than 8,500 pounds.

k) **Hybrid electric vehicle (HEV)** - Powered by an internal combustion engine and a small electric motor that uses energy stored in a battery. Under light load, for instance during initial acceleration, only electricity is consumed. The vehicle is typically fueled with gasoline to operate the internal combustion engine, and the battery is charged through the engine and regenerative braking, not by plugging in.

l) **Light-duty vehicle** - A vehicle with a GVWR of less than 8,500 pounds.

m) **Plug-in hybrid electric vehicle (PHEV)** - An electric vehicle with an on-board electrical energy storage device that can be recharged from an external source of electricity and that also has the capability to run on another fuel.

n) **Telematics** - A system that is installed in a vehicle that records and transmits information about the vehicle such as the current odometer, maintenance needs, and fuel/electricity consumption.

o) **Zero emission vehicle (ZEV)** - Zero emission vehicles include battery electric vehicles, plug-in hybrid electric vehicles, and fuel-cell electric vehicles; if the most recent definition of ZEVs per the Massachusetts Zero Emission Vehicle Commission diverges from this scope, the Commission definition shall take precedence.

---

## PURPOSE

The purpose of the Zero-Emission First Vehicle Policy is to set standards and guidelines for the purchase, operation, and maintenance of the (city/town/school district) fleet vehicles that will advance the economic, energy, and climate sustainability of municipal operations by achieving long-term reductions in energy costs, energy consumption, and greenhouse gas (GHG) emissions. The primary objectives of this policy are to:

- Accelerate the adoption of emissions-reduction technologies and the transition of the fleet to all electric or other environmentally advantageous vehicles

- Minimize the long-term environmental and financial impacts of fleet vehicles
- Optimize the composition of the fleet to achieve maximum fuel efficiency
- Advance the installation of electric charging infrastructure across municipal facilities
- Prioritize the utilization of grants, rebates, and incentives to support the acquisition of vehicles and technologies that will improve efficiency and reduce GHG emissions.

This policy shall not require a department to take any action which conflicts with local, state, or federal requirements nor mandate the procurement of products that do not perform adequately for their intended use, exclude adequate purchasing competition, or require the purchase of vehicles that are not commercially available or practicable.

---

## **APPLICABILITY**

This policy applies to all divisions and departments of the (city/town/school district). It applies to road-worthy passenger vehicles, pick up and utility trucks, and SUVs. It does not apply to specialized equipment or off-road vehicles.

## **GUIDELINES VEHICLE PROCUREMENT**

### **Electric-first procurement**

Vehicle procurement should be prioritized as follows:

1. Battery-electric vehicle (BEV)
2. Plug-in hybrid vehicle (PHEV)
3. Hybrid electric vehicle (HEV) or other alternative fuel vehicle (AFV)
4. Standard vehicle operated by an internal combustion engine fueled by fossil fuels

The fleet policy is electric-first, meaning that electric vehicles shall be prioritized when the (city/town/school district) purchases or leases light-duty vehicles for its operations, followed by plug-in hybrid vehicles, then hybrid electric or other alternative fuel vehicle.

### **Fuel-efficient requirements for standard vehicles**

If it is determined that a ZEV does not meet operational needs, the purchased or leased vehicle must be the most fuel-efficient class, drive train, and model available that will fulfill the intended municipal function. When determining the most fuel-efficient vehicle for a given class, the municipality will utilize the fuel efficiency limits contained in the most recent guidance for the Fuel-Efficient Vehicle Policy established by DOER's Green Communities Division.

These limits are based on the most recently published U.S. Environmental Protection Agency combined city and highway MPG ratings (see [www.fueleconomy.gov](http://www.fueleconomy.gov)). The EPA maintains a database on vehicle fuel efficiency that is updated throughout the year as new models are released.

#### **I. Inventory**

If the (city/town/school district) is utilizing MEI and maintains the full municipal fleet within the database, they have met this criterion for the ZEV policy. Otherwise, the (city/town/school district) will maintain an annual vehicle inventory for ALL vehicles and a plan for replacing any vehicles with vehicles that adhere to the ZEV hierarchy establish by this policy. The (city/town/school district) will review on an

annual basis the Vehicle Inventory, along with this policy to plan for new acquisitions as part of planning for the new fiscal year budget.

The following information shall be included in a vehicle inventory list and said list shall be updated on an annual basis and provided to the Green Communities Division:

Model	Make	Model Year	Year/month Purchased	Vehicle Fuel Source	Drive System: 2 WD, 4WD or AWD	> 8500 pounds ? (Y or N)	Exempt or non-exempt	MPG Rating	Vehicle Function

## **II. Zero-Emission First Replacement Plan**

All vehicles shall be replaced with following the electric-first hierarchy as indicated by this policy. Vehicles shall be replaced when they are no longer operable and will not be recycled from one municipal department to another unless the recycled replacement is more efficient than the vehicle it is replacing. In addition, when considering vehicle replacement, the function of the vehicle will be reviewed for potential replacement with a more fuel-efficient vehicle, including a zero-emission non-exempt vehicle.

## **III. Questions / Enforcement**

All other inquiries should be directed to the department/division responsible for fleet management and/or fleet procurement. This policy is enforced by the Chief Administrative Officer and/or his/her designee(s).

**NIC G. SCALFAROTTO, D.V.M.**  
(203) 676-1101 med34ns@gmail.com  
<http://www.linkedin.com/in/nicscalfarotto>  
<https://www.aquityassociates.com/>

### **THERAPEUTIC EXPERIENCE**

Rare Diseases; Oncology - Superficial Cutaneous Cancers (Melanoma, Sarcoma) Acute Leukemia and Myelodysplasia, Chronic Myeloid Leukemia, Lymphoma, Multiple Myeloma, NSCL, SCL, Head & Neck, Prostate; Cardiology; Diabetes; Lipid Disorders; Obesity; Endocrinology; Non-Malignant Hematology, Rheumatology; Gastroenterology; Neuroscience (Neuropathic Pain); Radiological Health / Imaging

**AQUITY ASSOCIATES** Expert Consulting to the Life Sciences Industries  
**Partner**

**09/2022 – Present**

- Lead Regulatory Strategic initiative for Aquity Associates supporting discreet and integrated expert consulting services to the life sciences industries.
- Offered strategic regulatory guidance leveraging global expertise with FDA, EMA, Health Canada, PMDA, ANVISA TGA.
- Provided strategic consulting services for all stages of development and a broad spectrum of therapeutic indications for small molecules, novel biologics, biosimilars, bio-betters, follow-on biologics, combination products, and devices.

**KURA ONCOLOGY**  
**Senior Vice President, Regulatory Affairs**

**01/2021 – 09/2022**

- Refined alignment of regulatory strategy with development priorities for:
  - A pivotal study of a selective, oral inhibitor of farnesyl transferase in HRAS-Mutant Head and Neck Cancers.
  - A Phase 1/2A study of a selective, oral menin inhibitor in genetically defined subgroups of patients with relapsed or refractory Acute Myeloid Leukemia (AML).
- Secured Orphan Drug Designation for farnesyl transferase inhibitor
- Oversaw successful lifting of FDA Partial Clinical Hold for the menin inhibitor
- Supported resolution of an Urgent Safety Measure
- Established a fit-for -purpose department.
- Created and implemented regulatory-specific SoPs
- Established an Electronic Document Management System
- Member of the Strategic Leadership Team

**X4 PHARMACEUTICALS****Senior Vice President, Regulatory Affairs****11/2019 – 01/2021****Vice President, Regulatory Affairs & Program Management****11/2018 – 11/2019**

- Lead successful End of Phase 2 meeting and three Type C meetings for the development of X4P-001, a non-competitive, allosteric antagonist of the CXCR4 chemokine receptor targeting WHIM disease, a rare primary immune-deficiency disorder caused by mutations in the CXCR4 receptor
- Secured granting of EMA Orphan Drug Designation, FDA Breakthrough Therapy, Rare Pediatric Disease and Fast Track designations and positive follow-up EMA Scientific Advice. Filed Pediatric Investigational Plan to EMA, as well as request for PRIME designation
- Developed and successfully implemented a revised, company-wide program governance structure improving focus, efficiency and communications.
- Lead Pre-IND immuno-oncology FDA meeting resulting in the initiation of a P1b targeting Waldenstrom's disease and collaborations for Phase 1/2 in RCC and Phase 1b biomarker studies in Melanoma and RCC.
- Established a Legal Medical Regulatory team ensuring compliance with applicable regulations and laws.
- Member of the Senior Leadership Team and lead for Portfolio Steering Committee
- Managed 4 regulatory, 2 program / project management staff and consultants

**AEGERION PHARMACEUTICALS****Senior Vice President, Regulatory Affairs****06/2017 – 11/2018**

- Secured Marketing Authorizations in the E.U. for Myalept, a leptin analog for the treatment of leptin deficiency in patients with congenital or acquired generalized lipodystrophy. Oversaw regulatory activities for filings in Brazil, Argentina and Canada.
- Provided regulatory oversight for the commercial development of Juxtapid, a microsomal triglyceride transfer protein inhibitor to reduce LDL-C, total cholesterol, apolipoprotein B and non-high-density lipoprotein cholesterol in patients with homozygous familial hypercholesterolemia including filing in Brazil and Argentina.
- Lead all RA AdPromo activities, for Juxtapid and Myalept, in the U.S., E.U. and LatAm through dedicated staff; represented RA on the Executive Promotional Review Committee
- Oversaw regulatory support for a synthetic retinoid candidate, zuretinol for the treatment of inherited retinal disease caused by underlying mutations.
- Managed 13 regulatory professionals globally in addition to consultants

**G.E. HEALTHCARE****Head, Regulatory Affairs, North America****11/2014 – 06/2017**

- Drove regulatory strategic development, as the regulatory lead on the five-member, U.S. leadership team with dotted-line reporting to the President of the US/Canada business.
- Lead, rebuilt and re-aligned a team of 9 regulatory professionals reducing staff to align with business performance while executing on all deliverables.
- Partnered with R&D management, Molecular Imaging PET, SPECT and Contrast Media product teams, licensors, and investigators to revise and develop standards, procedures, and electronic tools.

- Drove strategic engagement with FDA and Health Canada streamlining timelines and strategies by establishing staff decision-making ownership.
- Provided support for CMC and South American regulatory requests through the team.
- Oversaw and managed AdPromo activities, for RA, through 5 dedicated staff

**EMD SERONO**

**Director, Global Regulatory Oncology**

**09/2012 – 11/2014**

**• Late-stage Development**

- Oversaw global regulatory activities for late-stage products
  - A first in class, partnered, hypoxia driven therapy targeting Soft Tissue Sarcoma, Pancreatic Cancer, Non-Small Cell and Small cell Lung cancer – Phases 1 – III
  - An integrin inhibitor targeting Glioblastoma (U.S. Lead) – Phase III

**• Early-stage Development**

- Lead regulatory strategies for the early development products
  - A Programmed Death Ligand (Biologic) targeting Lung, Breast and Gastric tumors – Phase I; successfully supported removal of an FDA partial clinical hold
  - A Mitogen-activated Protein Kinase inhibitor targeting Solid Tumors and Hematologic Malignancies – Phase II

**STRATEGIC REGULATORY CONSULTING, L.L.C.**

**President**

**11/2011 – 09/2012**

- Providing contractual and consultative regulatory services to the Pharmaceutical, Biotechnology and related industries

**MOMENTA PHARMACEUTICALS**

**Vice President, Regulatory Affairs**

**05/2011 – 10/2011**

- Regulatory oversight and management of an approved biosimilar version of Lovenox (enoxaparin sodium); Development of M356, a generic version of Copaxone (glatiramer acetate injection) as a Biologic Device combination.
- Development of M118 a novel anticoagulant to provide baseline therapy for medically-managed patients diagnosed with ACS and M402 as an anti-neogenic modulator.
- Development of improved and next-generation biosimilars of branded biologics (eg. Copaxone)
- Managed 1 RA staff member

**STRATEGIC REGULATORY CONSULTING, L.L.C.**

**President**

**10/2010 – 05/2011**

- Providing contractual and consultative regulatory services to the Pharmaceutical, Biotechnology and related industries

**EURAND PHARMACEUTICALS**

**Vice President, Global Regulatory Affairs and Clinical Quality Assurance**

**04/2009 – 10/2010**

- Restructured and expanded regulatory organization to create and optimize global support directing a staff of fifteen in three locations in Europe and the U.S. with a focus on product development, contract manufacturing and clinical quality assurance.

- Created Clinical Quality Assurance capability focused on GCP compliance as well as, related activities in product development and commercialization.
- Redirected global regulatory strategy for a stalled large molecule marketing authorization leading to the NDA approval of Zenpep in the U.S.. Directed post-marketing changes supporting labeling changes. Submission of CTA and MAA. Lead LMR (Legal/Medical/Regulatory) review of promotional compliance and DDMAC activities, negotiations with EMEA and support of licensing agreements in Rest of World including BRIC, ASIA/PAC, Canada, Mexico and South America.
- Led regulatory strategy for global development and submission of early and late-stage development of products targeting hypertension, emesis and irritable bowel syndrome and Small Molecule Device combination for neuropathic pain
- Directed global regulatory manufacturing / CMC / GMP support for over 200 contract manufacturing and formulations product.
- Oversaw all aspects of safety reporting.
- Managed 9 staff in the U.S. and E.U.

**BRISTOL-MYERS SQUIBB**  
**Group Director, Global Regulatory Sciences**

**09/2003 – 04/2009**

- Functioned as Global Regulatory Lead for the development of 3 Oncology products and back-ups; 3 compounds in development for Immunology indications successfully filing 3 INDs.
- Lead Global Regulatory functions for parallel development of a small molecule targeting Rheumatoid Arthritis, Psoriasis and Neuropathic Pain; a partnered Biologic / Device Cardiovascular combination product; supported development of a biologic for renal transplantation and chronic kidney failure; development of pharmacogenomic regulatory strategy for reintroduction of late stage cardiovascular product.
- Acted as regulatory lead for life-cycle management for partnered products: Plavix, Avalide, Avapro; maintenance Metformin, Pravastatin; oversight of multiple post-marketing legacy products.
- Co-lead strategy for partnered OTC switch of Pravachol.
- Successfully established new department focused on supporting and facilitating in and out-licensing activities for over 32 products and six agreements across multiple therapeutic areas. Steering Committee, Business Lead: Advanced Search Initiative. Member: Pharmacogenomic Working Group; HR Partners
- Participated in AdPromo review as global RA lead for Plavix, Avalide and Avapro
- Managed 2 regulatory professionals

**MILLENNIUM PHARMACEUTICALS**  
**Director, Worldwide Regulatory Affairs**  
**Therapeutic Head, Metabolism and Endocrinology**  
**Acting Director, Public Policy**

**01/2002 - 09/2003**

- Established regulatory role and presence within this therapeutic area.
- Created regulatory strategic development plans for early-development anti-obesity and an inflammatory bowel disease products leading all pre-IND regulatory activities.
- Represented Worldwide Regulatory Affairs on the Metabolic-Endocrinology Strategic Business Team
- Lead for development of Communications and Best Practice procedures for regulatory affairs department ensuring implementation of standards across working practices.
- Worked with Government Relations group and other entities to develop public policies associated with increased support for the Biotechnology industry in Massachusetts at the state and federal level.
- Managed 1 regulatory professional

**PAREXEL INTERNATIONAL.****Vice President, Regulatory Affairs, North America****01/2000 - 01/2002**

- Established Product Development Consulting Services providing comprehensive solutions to emerging companies assessing business, technical and regulatory needs in areas ranging from devices to gene therapy.
- Achieved 20% growth and 43% gross margins for fiscal year 2000. Met 2001 budget
- Reorganized staff of over 70 scientists and associates in four locations into 3 operational groups including Consulting, Operations and Business Development.
- Successfully filed 4 NDAs, 8 INDs, 2 BLAs, 510ks, PMAs, as well as a number of other submissions while providing support with agency meetings and other services. Personally provided consultation in a number of therapeutic and scientific areas.

**OREAD****Vice President and General Manager, Discovery****07/1996 - 01/2000**

- Achieved increase in gross margins of 16% within 9 months without new capital while managing a staff of over 140 scientific and administrative staff.
- Managed a dedicated analytical capability for a top-five pharmaceutical client providing drug product release testing, drug substance release testing, testing of stability samples, method development and troubleshooting and analytical support of line extensions.
- Reorganized and managed a team of 8 individuals and approximately 100 scientists and associates overseeing analytical, bioanalytical, pharmacology, PK / ADME, toxicology, clinical pathology, anatomical pathology, regulatory affairs, finance, business development, information systems, program and project management.
- Directed regulatory / QA department supporting GLP compliance and established GMP capability focused on analytical and bioanalytical services. Interacted as responsible executive with FDA and EPA. Managed staff of two managers and 8 staff.

**APPLIED PRECLINICAL SERVICES****General Manager****05/1995 - 07/1996**

- Created and established a new CRO supporting R&D for pharmaceutical and biotech industry.
- Obtained business, identified new opportunities and personally made custom presentations to three market segments. Negotiated and designed key programs with 5 top-ten pharmaceutical companies. Generated \$1,700,000 in new business within 11 months.
- Established a viable MIS function creating a local area network providing information support for financial and data management, regulatory affairs and project management.
- Ensured compliance with industry GLP regulatory and QA guidelines developing a strict documentation oversight while successfully meeting all regulatory agency requirements acting as firm's representative.
- Strategically planned diversification of division's base of business through creation of a new surgical capability and enhanced lead identification.

**CHRYSALIS INTERNATIONAL****Vice President & General Manager****01/1993 - 05/1995**

- Managed the total reengineering of a division comprised of over 100 scientific and administrative staff strengthening management decision-making process through reorganization. Directed key matrix support elements including finance, business development, human resources and information systems in support of

new transgenic business unit generating \$1.2 million in sales without any additional support overhead; expanded pharmacology product line.

- Increased revenue growth by 18% while generating \$1.9 million of synergy revenue contributed to firm's French facility; Reduced operating expenses by approximately \$180,000; improved average project completion time;
- Oversaw growth and expansion of regulatory / Q.A department consisting of a director and 6 staff members with focus on GLP compliance.
- Participated as a member of a six-member merger team directing the integration of preclinical division components during merger of Pharmakon and Bioclin resulting in the formation of Chrysalis International.

#### **METTRIALS, INC**

**Executive Director**

**04/1990 – 01/1993**

- Created, reengineered and repositioned MetTrials as a partnership of Covance and Quest Diagnostics resulting in revenue growth from zero to \$7.5 million.
- Developed a virtual Site Management Organization network identifying managed care organizations as potential investigator sites.
- Oversaw the establishment of a second operational site while creating a partnership with Hazelton Laboratories in the United Kingdom in support of international clinical trials.
- Development and managed regulatory / Q.A department directed at GLP, GCP and ICH compliance interacting in a matrix environment with counterparts and corporate functions to ensure coordination and consistency of purpose.
- Participated as a member of Corning, Inc. Due Diligence Team leading to the acquisition of SciCor, a Clinical Trials Laboratory Service

#### **EDUCATION**

University of Bologna (Italy), **DVM (Doctorate Veterinary Medicine) 09/1976-05/1981**

University of Grenoble (France), Graduate Studies

Seton Hall University, **BS, PreMed / Biology 09/1966-05/1971**

#### **PERSONAL**

##### **Languages**

- Read, write and speak Italian fluently. Fluency in French and Spanish. Working knowledge of German.

##### **Volunteer Work**

- Red Cross Disaster Recovery volunteer
- DCF case reviewer
- Massachusetts literacy program tutor
- Commissioner, Medfield Conservation Committee
- Executive Board, New Jersey State Child Placement Advisory Council
- Board of Adjustment and Zoning, East Windsor Township
- Social Concerns Committee, Saint David the King

As a member of an immigrant family, history and heritage have always been part of our fabric, to be honored and passed on to future generations. In that context, joining Medfield's Historical Commission would be a rewarding experience for someone with a passion for history, a desire to preserve the past, and a commitment to serving our community.

Medfield, with its rich historical heritage and significant cultural legacy, provides a unique opportunity for me to actively engage in the preservation and promotion of the town's history. By joining the Historical Commission, I may have the chance to play a role in safeguarding Medfield's historical sites, buildings, and landmarks for future generations.

Collaborating with fellow commission members, local historians, and community stakeholders would be a rewarding and educational experience, providing opportunities to productively contribute to our community and identity while helping to ensure the preservation of Medfield's identity and character.

My past experience as a volunteer included six years as a member of East Windsor Township's (NJ) Board of Adjustment and New Jersey's State Child Placement Advisory Council. Currently, I am volunteering as a DCF case reviewer, Norfolk County Literacy Tutor and as a commissioner on Medfield's Conservation Commission.



Brittney Franklin &lt;bfranklin@medfield.net&gt;

---

**Fw: Introductory Blurb - Scalfarotto**

1 message

**Seth Meehan** <sethmeehan@hotmail.com>

Thu, Aug 22, 2024 at 8:18 AM

To: Brittney Franklin &lt;bfranklin@medfield.net&gt;, Frank Gervasio &lt;fgervasio@medfield.net&gt;, Kristine Trierweiler &lt;ktrierweiler@medfield.net&gt;

Cc: Nic Scalfarotto &lt;med34ns@gmail.com&gt;, David Temple &lt;davidftemple@yahoo.com&gt;

Good morning, town administrators

At last night's meeting of the historical commission, the members voted unanimously to request the select board appoint Nic Scalfarotto as an associate member of the commission. Nic already serves on the conservation commission, and having coordination will be of assistance to both boards. He also has a unique set of talents that will be of tremendous assistance to the historical commission. Please see his related materials forwarded here.

Taking the liberty to speak on behalf of my co-chair (and David can weigh in, too), the work of the historical commission would be markedly improved with Nic's involvement. We are incredibly grateful for his willingness to serve.

We welcome any questions you might have.

Many thanks

Seth

---

**From:** Nic Scalfarotto <med34ns@gmail.com>**Sent:** Wednesday, August 21, 2024 7:38 PM**To:** Seth <sethmeehan@hotmail.com>; David Temple <davidftemple@yahoo.com>**Subject:** Introductory Blurb - Scalfarotto

Dear both,

Attached is the introductory blurb that we discussed. Please review and let me know if you'd like me to modify it. I've also included my resume should it be of use.

Best,

Nic

---

**2 attachments**

[Letter of interest.docx](#)  
15K

[Resume - Scalfarotto 0124.pdf](#)  
200K

# OpenGov End User License Agreement

This End User License Agreement (this "Agreement") is made between OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer listed on the signature block below ("Customer"). Customer is purchasing OpenGov services through an authorized reseller ("Reseller"). This Agreement, which takes effect on the date of the last signature below ("Effective Date"), sets forth the terms under which Customer may use OpenGov's hosted software services.

## 1. Definitions

- 1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at [opengov.zendesk.com](https://opengov.zendesk.com).
- 1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document used between the Reseller and the Customer to purchase specified OpenGov services.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Subscription Term" means the period from the start date of the Software Services specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").
- 2.2. Support and Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at [opengov.com/service-sla](https://opengov.com/service-sla), as long as Customer is entitled to receive support under the applicable Order Form and

this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services ("Professional Services") in an applicable statement of work ("SOW"). Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the Effective Date.

### **3. Restrictions and Responsibilities**

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### **4. Intellectual Property Rights; License Grants; Access to Customer Data**

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer

service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## 5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it

employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Subscription Term. This Agreement commences when the Parties execute this Agreement and continues until the last end date of the Software Services specified on the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination. If either Party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party the non-breaching Party may terminate this Agreement. Neither Party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each Party shall (at the other Party's option) return or delete any of the the other Party's Confidential Information in its possession.

## **7. Payment of Fees**

- 7.1. Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

## **8. Representations and Warranties; Disclaimer**

- 8.1. By OpenGov.
- 8.2. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.3. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of

performance of such work to receive such warranty remedies.

- 8.4. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller.
- 8.5. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.6. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

- 9.1. By Type. NEITHER OPENGOV NOR CUSTOMER, NOR THEIR SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## **10. Miscellaneous**

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes for OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of the Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

*Signature page to follow.*

*Signatures*

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OpenGov, Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



8/13/2024

**Bill To:**

**TOWN OF MEDFIELD**  
459 Main Street  
Medfield, MA 02052  
Phone : (508) 359-8505

**Ship To:**

**KRISTINE TIERWEILER**  
**TOWN OF MEDFIELD**  
459 MAIN STREET  
MEDFIELD, MA 02052-2009  
USA

**Account # 0071103351**

**Quote : K2314869**  
**PO# :**

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

**REMIT PAYMENT TO:**  
**ZONES LLC**  
PO Box 737040  
**DALLAS TX 75373-7040**

**PLEASE SEND PURCHASE  
ORDERS DIRECTLY TO YOUR  
ZONES LLC ACCOUNT MANAGER  
VIA FAX OR EMAIL**

**Phil Olsen**  
**Account Manager**  
**Phone:253-205-3057**

Email:Phillip.Olsen@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805 SPO N	1	ZONES INC (ITD)	Permitting and Licensing - Community Development-9/1/2024-6/30/2025  <b>Non-returnable item</b>	O 00162805 SPO	\$29,345.73	\$29,345.73
O 00162805 SPO N	1	ZONES INC (ITD)	Permitting and Licensing - Public Works Permits-9/1/2024-6/30/2025  <b>Non-returnable item</b>	O 00162805 SPO	\$14,623.64	\$14,623.64
O 00162805 SPO N	165	ZONES INC (ITD)	Professional Services Deployment - Prepaid-9/1/2024  <b>Non-returnable item</b>	O 00162805 SPO	\$215.00	\$35,475.00
			ITS75  OPENGOV LEGAL TERMS: Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the OpenGov End User License Agreement set forth at <a href="https://opengov.com/terms-of-service/end-user-license-agreement/">https://opengov.com/terms-of-service/end-user-license-agreement/</a> . Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.			

**ZONES LLC**  
1102 15th Street S.W. Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9663



**CERTIFIED**  
as an NMBC  
MINORITY BUSINESS  
ENTERPRISE  
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITHE, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT [WWW.ZONES.COM/TERMSOFSALE](http://WWW.ZONES.COM/TERMSOFSALE) ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!



8/13/2024

**Bill To:**

**TOWN OF MEDFIELD**  
459 Main Street  
Medfield, MA 02052  
Phone : (508) 359-8505

**Ship To:**

**KRISTINE TIERWEILER**  
**TOWN OF MEDFIELD**  
459 MAIN STREET  
MEDFIELD, MA 02052-2009  
USA

**Account # 0071103351**

**Quote : K2314869**  
**PO# :**

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

**REMIT PAYMENT TO:**  
**ZONES LLC**  
PO Box 737040  
**DALLAS TX 75373-7040**

**PLEASE SEND PURCHASE  
ORDERS DIRECTLY TO YOUR  
ZONES LLC ACCOUNT MANAGER  
VIA FAX OR EMAIL**

**Phil Olsen**  
**Account Manager**  
**Phone:253-205-3057**

Email:Phillip.Olsen@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
--------	------	-----------	-------------	----------------------	------------	-------

**ASK US ABOUT**

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

**Sub-Total:** **\$79,444.37**

Estimated Sales Tax: **\$4,965.27**

Electronic Delivery: **\$0.00**

**Grand Total:** **\$84,409.64**

Visit us on the web: <http://www.zones.com>

**FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT  
LEASING@ZONES.COM FOR MORE INFORMATION !**

**ZONES LLC**  
1102 15th Street S.W. Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9663



**CERTIFIED**  
as an NMBC  
MINORITY BUSINESS  
ENTERPRISE  
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITHE, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT [WWW.ZONES.COM/TERMSOFSALE](http://WWW.ZONES.COM/TERMSOFSALE) ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

# TOWN OF MEDFIELD

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

**DATE: JULY \_\_, 2024**

This Contract is entered into on, or as of, this date by and between the Town of Medfield, 456 Main Street, Medfield, MA 02052 (the "Town"), and

The Vertex Companies, LLC  
[“Contractor”]

Vincent Agostino, Assistant Vice President  
[Contact Name for Responsible Person]

400 Liberty Industrial Parkway  
Weymouth, MA 02189  
[Address of the Contractor]

781-952-6000 vagostino@vertexeng.com  
[Telephone Number] [Email Address]

**1. This is a Contract for the procurement of the following:**

Environmental consulting services for the Town of Medfield related to upcoming renovation/demolition activities at the Medfield State Hospital properties in Medfield, MA, as more specifically described in the proposal attached hereto as Exhibit A, dated February 22, 2024. In the event of a conflict between the terms in this Contract and Exhibit A, the terms of this Contract shall govern. The Vertex Companies LLC (VERTEX) will work with and include Trinity Acquisitions LLC (Trinity) in all project coordination, implementation and scheduling as a benefit to full site coordination and as the ultimate developer of the site”.

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

\$393,285.00, provided that any additional services performed by the Contractor and authorized by the Town in writing may be reimbursed in the manner set forth in Exhibit A hereto.

**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).

3.2 Fees and Reimbursable Costs combined shall not exceed \$393,285.00 as more fully set forth in the Contract Documents and unless prior written authorization is provided by the Town.

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.

In the event additional bulk samples are required as a result of testing, which are not included in the scope set forth herein, the Contractor shall notify the Town and the Contractor shall not proceed with additional sampling without an agreement in writing for an amendment to this Agreement.

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 schedule attached as **Exhibit B**, 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.

## 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, Contractor will be paid for services rendered to the date of termination.
- 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.
- 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 Contact, 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, Section 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.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed a majority of the Select Board; 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 shall perform the services in a professional, timely and workmanlike manner by appropriately trained and skilled personnel with the care, skill and diligence consistent with applicable industry standards in effect at the time that the services are rendered in the jurisdiction where the project is located. 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 and [Trinity Acquisitions LLC and its successors and assigns \("Trinity"\)](#), under the [Land Disposition Agreement for the Redevelopment of Portions of the Former Medfield State Hospital with the Town dated June 21, 2022](#)) 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 ([specifically including Trinity, whom the Town has so](#)

**authorized and Contractor recognizes as such a party**) to use, in whole or in part, any reports, data or other materials prepared under this Contract.

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. 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.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

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: Its Select Board

The Contractor by:

---

## Select Board, Chair

Date

---

**Signature**

Date

Print Name

---

**Print Name & Title**

---

## Select Board Member

---

Date

**Certified as to  
Appropriation/Availability of Funds:**

---

Print Name

---

## Town Accountant

---

Date

---

## Select Board Member

---

Date

---

Print Name

---

### Department Head

Date

---

Print Name

### Chief Procurement Officer:

Date

Certified as to Form:

---

Town Counsel 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:

---

Print Name

---

**Title/Authority**

## CERTIFICATE OF STATE TAX COMPLIANCE

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

name of signatory

, whose

name of contractor

principal place of business is at

does hereby certify under the pains and penalties of perjury that

has paid all

name of contractor

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

---

**Signature**

Date

---

Name \_\_\_\_\_

---

Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

Exhibit A

Proposal



October 20, 2023

Town of Medfield  
459 Main Street  
Medfield, MA 02052

Attn: Ms. Kristine Trierweiler Contract Manager  
Cc: Mr. Dan Moore, Senior Construction Manager

**Reference: Environmental Consulting Services  
Medfield State Hospital Buildings  
1 Stonegate Drive  
Medfield, Massachusetts  
VERTEX Proposal # P.3643.23**

Dear Ms. Trierweiler:

The VERTEX Companies, LLC. (VERTEX) is pleased to present this proposal for environmental consulting services in conjunction with upcoming renovation/demolition activities at the Medfield State Hospital properties in Medfield, MA. Vertex will work with Trinity Acquisitions LLC for the coordination and project scheduling.

Our proposal contains a Project Work Scope, Additional Services, Schedule of Services, Fee for Services, and a Project Work Authorization.

## **PROJECT WORK SCOPE**

### **BUILDINGS SURVEY:**

Identify the presence of Asbestos-Containing Materials (ACMs) Lead-Based Paint (LBPs), Regulated Materials/Universal Wastes associated with the scheduled renovation/demolition.

- Inspection of up to twenty-five (25) buildings & one (1) garage
- Inspection for asbestos containing materials.
- Inspection for regulated materials
- Inspection for OSHA lead-based paint

## **BUILDINGS SCOPE OF WORK**

### **Building #1 Hillside House**

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 6,640.00
Unit Cost Bulk Samples Analysis (175samples@12/sample)	\$ 2,100.00
<b>TOTAL:</b>	<b>\$ 8,740.00</b>

### **Building #3 C-2 Building**

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 10,830.00
Unit Cost Bulk Samples Analysis (250samples@12/sample)	\$ 3,000.00
<b>TOTAL:</b>	<b>\$ 13,830.00</b>

### **Building #4 D-2 Building**

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 6,640.00
Unit Cost Bulk Samples Analysis (175samples@12/sample)	\$ 2,100.00
<b>TOTAL:</b>	<b>\$ 8,740.00</b>

### **Building #5 E-2 Building**

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,525.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,225.00</b>

### **Building #7 S Building**

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 10,830.00
Unit Cost Bulk Samples Analysis (250samples@12/sample)	\$ 3,000.00
<b>TOTAL:</b>	<b>\$ 13,830.00</b>

### Building #8 L-2 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,525.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 11,225.00

### Building #9 D-3 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 6,640.00
Unit Cost Bulk Samples Analysis (175samples@12/sample)	\$ 2,100.00
<b>TOTAL:</b>	\$ 8,740.00

### Building #10 Machine Shop

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 2,870.00
Unit Cost Bulk Samples Analysis (150 samples@12/sample)	\$ 1,800.00
<b>TOTAL:</b>	\$ 4,670.00

### Building #11 C-3 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 11,645.00

### Building #12 B-3 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 11,645.00

### Building #13 R-Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

### Building #14 B-4 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

### Building #15 C-4 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 10,830.00
Unit Cost Bulk Samples Analysis (250samples@12/sample)	\$ 3,000.00
<b>TOTAL:</b>	<b>\$ 13,830.00</b>

### Building #16 D-4 Ward

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

### Building #17 L-1 Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

### Building #18 F-1 Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 10,830.00
Unit Cost Bulk Samples Analysis (250samples@12/sample)	\$ 3,000.00
<b>TOTAL:</b>	\$ 13,830.00

### Building #20 D-1 Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 11,645.00

### Building #21 C-1 Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 10,830.00
Unit Cost Bulk Samples Analysis (250samples@12/sample)	\$ 3,000.00
<b>TOTAL:</b>	\$ 13,830.00

### Building #22A Admin Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 7,060.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 9,760.00

### Building # 23 B-2 Building

Pre-Renovation/Demolition Survey & Report	Estimated Cost
Inspection Labor/PM/Expendables/Survey Report	\$ 8,945.00
Unit Cost Bulk Samples Analysis (225samples@12/sample)	\$ 2,700.00
<b>TOTAL:</b>	\$ 11,645.00

### Building #26 Clubhouse

<b>Pre-Renovation/Demolition Survey &amp; Report</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Survey Report</b>	\$ 4,755.00
<b>Unit Cost Bulk Samples Analysis (125samples@12/sample)</b>	\$ 1,500.00
<b>TOTAL:</b>	<b>\$ 6,255.00</b>

#### Building #27A Service Building

<b>Pre-Renovation/Demolition Survey &amp; Report</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Survey Report</b>	\$ 20,675.00
<b>Unit Cost Bulk Samples Analysis (400samples@12/sample)</b>	\$ 4,800.00
<b>TOTAL:</b>	<b>\$ 25,475.00</b>

#### Building #27 B Food Service

<b>Pre-Renovation/Demolition Survey &amp; Report</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Survey Report</b>	\$ 8,945.00
<b>Unit Cost Bulk Samples Analysis (225samples@12/sample)</b>	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

#### Building #28 TB Cottage

<b>Pre-Renovation/Demolition Survey &amp; Report</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Survey Report</b>	\$ 4,755.00
<b>Unit Cost Bulk Samples Analysis (125samples@12/sample)</b>	\$ 1,500.00
<b>TOTAL:</b>	<b>\$ 6,255.00</b>

#### Building #29 East Hall

<b>Pre-Renovation/Demolition Survey &amp; Report</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Survey Report</b>	\$ 8,945.00
<b>Unit Cost Bulk Samples Analysis (225samples@12/sample)</b>	\$ 2,700.00
<b>TOTAL:</b>	<b>\$ 11,645.00</b>

## **Garage Building & Pump House**

<b>Unit Cost Bulk Samples Analysis (50samples@12/sample)</b>	<b>\$ 600.00</b>
--	------------------

### **1.1 *Asbestos Containing Material Inspection Services***

- 1.1.1 VERTEX will perform a survey of suspect ACMs associated with the scheduled renovation/demolition of the site buildings to determine the locations, amounts, condition and types of all ACMs including exterior and roofs.
- 1.1.2 VERTEX will review all information, reports, and architectural plans as a cross-reference to our investigation (if available). Vertex will also cross-reference May 2, 2022 Trinity Medfield State Hospital reports, buildings (2,6,19 and 22). Vertex will extrapolate the findings (pipe insulation, window caulking, glazing, slate roof material as well as flooring materials) and integrate them into this survey.
- 1.1.3 VERTEX will collect samples of suspect ACMs, such as (but not limited to) sheetrock, joint compound, flooring and associated mastic, cove base and associated glue, ceiling materials, vibration dampening materials, elbows/fittings, transite materials, gasket materials, fuse panel components, sink coatings and caulking, HVAC and associated piping insulating materials, interior/exterior building caulking materials, and asphalt roofing materials.
- 1.1.4 VERTEX's scope of work for this survey may require limited exploration demolition activities to access potential hidden ACMs which may be encountered during renovation/demolition of the site buildings. VERTEX will not be responsible for repairing such damage, but will attempt to minimize this damage as much as possible. VERTEX will seek prior permission for such demolition and will arrange with the owner for repairs if necessary.
- 1.1.5 The building survey will be conducted under the direct supervision of a Massachusetts Department of Safety and Labor Certified Asbestos Inspector(s).
- 1.1.6 The above referenced suspect ACMs will be analyzed for asbestos content by Polarized Light Microscopy (PLM). The numbers of samples which may be collected will be based on the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) and Commonwealth of Massachusetts regulations. Additional sample analysis, if needed, will be billed at an additional cost based on requested laboratory turn-around-time.
- 1.1.7 Collected suspect bulk samples will be submitted under a chain-of-custody to an American Industrial Hygiene Association (AIHA) and National Voluntary Laboratory Accreditation Program (NVLAP) accredited and federal and state licensed laboratory for Polarized Light

Microscopy with Dispersion Staining (PLM/DS) analysis in accordance with the Environmental Protection Agency (EPA) "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/4-82-020). Analysis will be performed utilizing under a **96-hour turnaround time**.

- 1.1.8 Although all samples collected may not need to be analyzed, state-of-the-art bulk sampling analysis requires that a minimum number of samples are necessary to classify a suspect material as non-asbestos.

## **1.2 *Regulated Materials/Universal Waste Survey***

- 1.2.1 VERTEX will conduct a Regulated Materials/Universal Wastes Survey (other than suspect Asbestos-Containing Materials and Lead-Based Paint) throughout the site buildings. The Regulated Materials Survey will consist of a visual inspection for evidence of the following: **PCB-containing light ballast's, PCB-containing oils, fluorescent light bulbs, mercury switches, refrigerants, ozone-depleting substances, batteries, and containerized waste**
- 1.2.2 The information collected will include: type of material, container type/size, and the approximate quantity of the material. The documented Regulated Materials and quantities of such will be recorded in chart form to provide quantities of materials for the buildings. No testing of the regulated materials will be performed. Materials will be identified for the purpose of removal prior to renovation/demolition activities and cost estimates will be developed for the abatement of confirmed regulated materials found.

## **1.3 *Lead-Based Paint Inspection – XRF OSHA Inspection 25 Buildings***

- 1.3.1 VERTEX will deploy a Massachusetts Licensed Lead Paint Inspector(s) to conduct on-site testing of painted surfaces for the presence of lead-based paint at the site buildings. We will utilize x-ray fluorescence (XRF) in order to penetrate all layers of paint to the substrate surface (up to 25 layers). XRF provides real-time, direct reading results and is considered to be the most state-of-the-art technique for lead-based paint testing.

Upon completion of the XRF-Survey, VERTEX will prepare a lead-based paint survey report, which details our findings with respect to lead based painted surfaces. The report will include a summary of the survey as well as results of the painted surfaces tested.

## **1.4 *Survey Report***

- 1.4.1 Upon completion of the survey activities at the site buildings, VERTEX will provide a survey report containing all laboratory results of all tests and samples and their respective locations, quantities, cost estimates for remediation and recommendations on a building-by-building basis. The survey report will include all data and inspection work from accessed areas of the buildings and exterior as well. The report will enable **The Town of Medfield** to make informed decisions surrounding these materials within the buildings

such as planning and budgeting projections.

### ***1.5 Development of Abatement Design Specifications***

- 1.5.1 VERTEX will develop detailed technical specifications for removal of applicable ACMs from those areas identified for demolition/renovation to protect **Town of Medfield** overall interests. Specifications will spell out in detail exactly what schedules, work practices and procedures will be followed to assure that prospective asbestos abatement contractors know exactly what is expected of them. The specifications shall be incorporated into overall project specifications.
- 1.5.2 Important considerations include coordination of removal schedules with functional and operational requirements for the buildings on an area-by-area basis, work area preparation and isolation, specific abatement procedures and materials to be utilized, abatement and debris removal and disposal protocols, medical surveillance procedures, emergency response, employee protection, and safe work performance assurance measures. These elements are all important ingredients in Contractor performance and control, for regulatory compliance, and for on-time, in-budget project completion.
- 1.5.3 In addition, VERTEX will also include specifications regarding the presence regulated materials and lead-based paint that will outline the Contractors responsibility under OSHA and EPA regulations as well as the proper handling and disposal of construction debris which contains excess leaded materials.
- 1.5.4 Costs for completion of the asbestos, regulated materials and lead-based paint specification which includes meeting with design team, conducting a pre-bid conference and reviewing bid pricing as well as preconstruction walkthrough will be a fixed fee of **\$4,000.00**. The specifications include one revision, any additional changes will be invoiced in accordance with the fee schedule.

### ***1.6 Submittal and Closeout Review***

- 1.6.1 VERTEX will review Contractor's submittals for the project prior to the start of the work as well as closeout at the completion. Work shall not be allowed to commence until submittals have been approved by VERTEX. **This will be a fixed fee of \$1,000.00.**

### ***1.7 On-Site Abatement Monitoring Services***

- 1.7.1 Prior to the commencement of abatement, VERTEX will perform a thorough inspection of each containment area to guarantee the integrity of each in order to prevent contamination to adjacent areas.
- 1.7.2 Pre-abatement inspection categories include such areas as Ground Fault Circuit Interruption, wall protection, floor protection, critical barrier protection, sealing of

penetrations, HVAC lock-out, negative pressure attainment, warning sign postage, proper personal protection, decontamination facility construction and proper shower operation.

- 1.7.3 Upon the successful completion of the pre-abatement inspection, we will issue and sign-off on the Pre-Abatement Checklist form and abatement will be allowed to commence.
- 1.7.4 Throughout the abatement phase, VERTEX will perform full-time on-site inspection services to protect against potential owner liability and to document that the remediation work is completed in accordance with applicable regulations and accepted industry standard work practices.
- 1.7.5 Daily Logs of work practice progress and performance will be completed each time on site and will document such items as proper company and worker licensure, worker and visitor sign-in and sign-out, chronological listing of events taking place, work containment integrity maintenance, site issues, visitors to the site and waste manifesting. Inspection Monitoring Checklists will be completed so as to document the areas as well as items such as work site barriers, negative air pressure, protective equipment, decontamination facilities and utilization and proper waste handling.
- 1.7.6 Upon the completion of removal activities in each containment area, the project monitor will complete a thorough visual clearance inspection to verify that the entire scope of work has been successfully completed.
- 1.7.7 A Visual Checklist will be completed at that time and will include the observation of areas such as residual dust on floors, walls, poly sheeting, non-movable items and all other surfaces where debris may have collected during abatement. Additionally, equipment will be inspected to assure thorough cleanliness prior to its removal from the work area and the decontamination chamber will be inspected for residual dust and debris.
- 1.7.8 VERTEX will perform aggressive clearance air sampling according to the Commonwealth of Massachusetts and EPA protocol for asbestos. Fans will be placed in an upward facing direction and turned on to the "low" setting to continually agitate the air during testing. VERTEX will also walk the entire work area with a leaf blower and will direct the leaf blower at all areas to guarantee the thorough agitation of areas such as above ductwork, above light fixtures and in corners and crevices. High volume air intake pumps will be set up at various locations, within the work area and outside the work area perimeters. Approximately 1250-1500 Liters of air will be collected on mixed cellulose ester filters from each pump. At that time, we will retrieve the samples for analysis by Phase Contrast Microscopy (PCM) as required by the Commonwealth of Massachusetts Regulations. If all samples fall below regulated levels for occupancy following abatement, the contractor will be allowed to tear down the containment.

## **1.8 Final Project Monitoring History Report**

1.8.1 VERTEX will also provide a Final Project Monitoring History Report for your permanent reference and legal files. This report will specifically address asbestos-containing materials removed at the site. The report will contain an introduction to the project, a description of all activities performed on-site, applicable certifications, Project Monitors' daily logs and checklists, air monitoring data with results and all other documentation available for your liability protection. Many owners consider this documentation the best form of protection against any potential litigation or damage claims that could arise in the future.

## **2.0 ADDITIONAL SERVICES**

Following is a list of services which are specifically excluded from this agreement, but could be provided by VERTEX should the need arise. In the event that these services should become necessary, a Change of Project Work Scope Order will be sent. The client will be consulted and the scope of work must be approved by the client.

- Any service not specifically outlined in section 1.0 Project Work Scope of this proposal.

## **3.0 FEE FOR SERVICES**

<b>Pre-Renovation/Demolition Survey &amp; Report 25 Buildings</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Report</b>	\$ 220,685.00
<b>Lead Inspection Services OSHA</b>	\$ 91,500.00
<b>Unit Cost Bulk Asbestos Sample Analysis (5,550 samples @\$12/sample<sup>1</sup>)</b>	\$ 66,600.00
<b>Exterior Roof Inspection Services</b>	\$ 5,000.00
	<b>Total Costs:</b> \$ <b>383,785.00</b>
<b>Task 2 – Senior Consulting Services</b>	\$ 1,000.00

\*VERTEX will perform sampling behind brick façade for water-proofing mastic for demo buildings only

\*VERTEX will perform sampling for water-proofing mastic associated with the building foundations for demo buildings only.

**<sup>1</sup> Note that the sample analysis costs, included as estimates in this bid, are on a unit cost basis and will be billed based on the number of samples analyzed.**

<b>Development of Design Specifications &amp; Submittal Review</b>	<b>Estimated Cost</b>
<b>Development of Abatement Design Specifications</b>	\$ 4,000.00
<b>Submittal and Close-Out Review</b>	\$ 1000.00
<b>Total Design Specifications and Submittal Review</b>	<b>\$ 5,000.00</b>

<b>Project Monitoring Services</b>	<b>Estimated Cost</b>
<b>On-Site Abatement Monitoring Services</b>	\$ 760/shift
<b>Project Management</b>	\$ 145/hour
<b>Expendables</b>	\$ 45/day
<b>Final Project History Report</b>	\$ 3,500.00

**\*Labor required at night, weekends, holidays, or on an overtime basis will be charged at 1.5 times the applicable rate.**

**\*\*Project Monitor cost includes the on-site analysis of all abatement period asbestos PCM air cassettes.**

#### **4.0 TERMS AND CONDITIONS**

This proposal and subsequent agreement will be conducted in accordance with the attached terms and conditions. **The price presented in this Proposal shall be valid for 45 days from the date of this proposal.**

## 5.0 PROJECT AUTHORIZATION

Attached you will find a copy of the Project Work Authorization. Please sign and return it to VERTEX, the receipt of which shall constitute our notice to proceed.

We look forward to this opportunity to be of service to you on this timely and important assignment. Once again, thank you for your interest in The Vertex Companies LLC.

Sincerely,

**The Vertex Companies LLC**



Vincent Agostino  
Assistant Vice President, I.H.B.S.



Jeremy Kent  
Sr. Project Manager

## PROJECT WORK AUTHORIZATION

Description of Services: Environmental Consulting Services:  
Project Name: Medfield State Hospital Buildings  
Medfield, Massachusetts

Proposal No. and Date: P.3643.23 October 20, 2023

### **FEE FOR SERVICES**

<b>Pre-Renovation/Demolition Survey &amp; Report 25 Buildings</b>	<b>Estimated Cost</b>
<b>Inspection Labor/PM/Expendables/Report</b>	\$ 220,685.00
<b>Lead Inspection Services OSHA</b>	\$ 91,500.00
<b>Unit Cost Bulk Asbestos Sample Analysis (5,550 samples @\$12/sample<sup>1</sup>)</b>	\$ 66,600.00
<b>Exterior Roof Inspection Services</b>	\$ 5,000.00
	<b>Total Costs:</b> \$ <b>383,785.00</b>
<b>Task 2 – Senior Consulting Services</b>	\$ 1,000.00

<b>Development of Design Specifications &amp; Submittal Review</b>	<b>Estimated Cost</b>
<b>Development of Abatement Design Specifications</b>	\$ 4,000.00
<b>Submittal and Close-Out Review</b>	\$ 1000.00
	<b>Total Design Specifications and Submittal Review</b> \$ <b>5,000.00</b>

<b>Project Monitoring Services</b>	<b>Estimated Cost</b>
<b>On-Site Abatement Monitoring Services</b>	\$ 760/shift
<b>Project Management</b>	\$ 145/hour
<b>Expendables</b>	\$ 45/day
<b>Final Project History Report</b>	\$ 3,500.00

CHARGE INVOICES TO THE ACCOUNT OF:

Client: Town of Medfield  
Address: 459 Main Street  
Medfield, MA 02052

Phone: Email: (508) 906-3012 bfranklin@medfield.net

FEE FOR SERVICES ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Ms. Kristine Trierweiler

PAYMENT TERMS:

Invoices for completed work will be issued by the calendar month for continuous or extended projects unless otherwise agreed. Payment is net thirty days.

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space below.

Firm:  
Address:  
Attn: Phone:

This is a legal and binding contract between the CLIENT and The VERTEX Companies LLC. as referenced in the attached proposal of this date and as described above.

EXHIBIT B  
SCHEDULE

Work shall commence within two week of execution of this Agreement.

Full mobilization shall be completed within four weeks of execution of this Agreement.

All work shall be completed hereunder within 5 months of execution of this Agreement.



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this **24th** of **July** in the year **Two Thousand and Twenty Four** between **Ace Restoration Co., Inc.** with a usual place of business at **155 Mill St. Natick, MA 01760** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

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

#### 1. Contract Documents

The Contract Documents consist of this Agreement together with the Town's scope of work statement dated June 17, 2024 (Attachment A) and Addendum #1 dated June 28, 2024 (Attachment B), along with the Contractor's Proposal dated July 10, 2024 as to scope of work and pricing, only (Attachment C). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

#### 2. Scope of Work

The scope of work includes supplying all labor, materials and equipment to remove the existing brick inlays at the main entrance and back patio of the Medfield Council on Aging facility, and replace with concrete. Work is to be done in accordance with scope of work & addendum documents (Attachments A & B) and as described in Contractor's proposal (Attachment C).

#### 3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$9,900.00**

#### 4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before September 20th, 2024.**

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

## 5. Performance of the Work

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

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.
- D. Notices, Compliance With Laws:
  - (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.
  - (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
  - (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
  - (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
6. **Warranties:** The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. **Wage Rates**

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

8. **Payment for Work**

The Town shall pay the Contractor in the amount of **\$9,900.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

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

10. Terms Required By Law

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

11. Indemnification

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

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

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

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

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

13. Notice

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

14. Termination

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

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or

interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

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

17. Miscellaneous

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

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

CONTRACTOR:

OWNER: Town of Medfield

By: Loreto B Antonellis

Name: Loreto B. Antonellis

Title: President

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

---

Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

## CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Loreto B. Antonellis

Print Name

President

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

Loreto B. Antonellis, authorized signatory for

name of signatory

Ace Restoration Company, Inc., whose

name of contractor

principal place of business is at 155 Mill Street,

Natick, MA, 01760 does hereby certify under the pains and penalties of perjury that

Ace Restoration Company, 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.

08/16/24

Signature Date

## EXAMPLE CLERK'S CERTIFICATE

08/16/24

Action of Shareholders  
Written Consent  
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was

taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

*Loreto B Antonellis*  
Clerk of Corporation



**NA - SOLE OWNERSHIP CORPORATION**



## **SCOPE OF WORK:**

Town of Medfield, MA

June 17, 2024

### **I. PROJECT NAME**

Council on Aging (COA) – Brick Medallion Replacement

### **II. PROJECT LOCATION**

Council on Aging  
1 Ice House Road  
Medfield, MA 02052

### **III. M.G.L. STATUTE**

C. 30 SS. 39M Public Works (Non-Building) Construction Contracts (with Labor)

### **IV. CONSTRUCTION COST**

#	Cost Breakdown Summary	Cost
1	Labor	\$
2	Materials	\$
3	Equipment	\$
4	Grand Total	\$

**SEE ATTACHED PROPOSAL**

### **V. CONTACT INFORMATION**

Ben Jachowicz  
Project Manager  
508-359-8505 x 3369  
bjachowicz@medfield.net

### **VI. PROJECT OVERVIEW:**

The Town of Medfield is seeking proposals for removal and replacement of portions of the concrete sidewalk at the front entry of the building, and at the concrete back patio area.



Construction of the original building was completed in 2008. The design called for decorative brick medallions to be inlaid in the front entry sidewalk, and in the back patio outside of the rear entry doors.

Over the years, the condition of the bricks has deteriorated, causing a tripping hazard for the elderly citizens. The proposed plan of correction would be to remove these circular brick medallions, and infill with concrete.

The goal of the project is to have a safe path of travel for the Council on Aging staff and members.

The awarded contractor is expected to own all materials, labor, hoisting, access, ladders, lifts, and material storage necessary to complete this scope of work.

## **VII. SITE VISIT**

A site visit will be held 6/27/2024 at 10:00 AM – RSVP to Ben via email (24) hours in advance.

## **VIII. BID DUE DATE**

Bids are due 7/11/2024 at 12:00 PM – email submission to Ben:  
[bjachowicz@medfield.net](mailto:bjachowicz@medfield.net)

## **IX. EXPERIENCE**

Bidders should have a minimum eight (8) years of experience with commercial concrete and site work. Having experience working on municipal buildings is strongly encouraged. Please provide three (3) references for projects that were completed with a similar scope.

## **X. SCOPE OF WORK**

Drawings (C1.2 & A6.4) from the original building have been included as part of this bid package for reference to show details on the brick medallion inlays.

### **Site Preparation:**

- Conduct a site inspection to assess the existing conditions.
- Obtain necessary permits and ensure compliance with all local, state, and federal regulations.
- Set up safety barriers and signage to secure the work area and ensure public safety.



### **Removal of Existing Brick Inlays:**

- Carefully remove existing brick inlays without causing damage to adjacent structures.
- Properly dispose of all debris in accordance with all local and federal regulations.

### **Surface Preparation:**

- Repair any underlying structural damage discovered during the removal process.
- Drill and epoxy dowel rebar into the existing concrete as needed
- Use expansion materials against existing slabs as needed to help protect against expansion and contraction of the slab and cracking.
- Prepare the subgrade to ensure surface is level and compacted
- Import, spread and compact stone or gravel as needed to prepare of slab placement

### **Concrete Placement:**

- Form and place concrete in the areas where brick inlays were removed.
- Ensure the concrete is finished to match the surrounding surfaces in texture and finish
- Use materials that are suitable for the Northeast region's climate, ensuring durability and resistance to freeze-thaw cycles.
- Concrete washout is the responsibility of the contractor.

### **Curing and Finishing:**

- Allow concrete to cure properly as per industry standards.
- Saw cut sections to match existing pattern and conditions.

### **Quality Control and Inspection:**

- Conduct regular inspections to ensure compliance with project specifications and quality standards.
- Address any deficiencies promptly to the satisfaction of the Town.

### **Cleanup and Restoration:**

- Remove all equipment, materials, and waste from the site.
- Restore any disturbed landscaping or surrounding areas to their original condition.
- Any concrete splatter or washout needs to be cleaned up upon completion of the project.

### **Project Timeline:**

- Provide a detailed project timeline, including start and completion dates.
- Ensure minimal disruption to the municipal building's operations.
- This project is expected to take place over the summer 2024.



**Warranty:**

- Provide a 1-year warranty on workmanship and materials
- Any heaving or cracks within the first year from the date of completion will be corrected by the contractor at no additional cost to the Town.

**Prevailing Wage Rate:**

- In accordance with M.G.L. this project is subject to the prevailing wage rate

**Bonding Requirements:**

- In accordance with M.G.L. if the proposal amount is greater than \$25,000 a payment bond equal to 50% of the contract total will be required.

**Submission Requirements:**

- Proposals should be emailed to Ben prior to the due date
- Detailed bid scope including cost breakdown.
- Proof of licensing, OSHA, insurance, and bonding.
- (3) References from similar projects completed in the past five years.
- Proposed project schedule for completion of work.
- Warranty information for the work performed.

The Town of Medfield reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

**XI. ALTERNATES**

1. Furnish and install a 64" wide x 70' long concrete sidewalk around the side door to the back patio of the COA building. Include all labor, materials, and equipment. Include all import, subgrade preparation, excavation, compaction, placement, finishing, etc.....\$

**XII. ATTACHMENTS**

The following sections are included in the appendices and are part of this contract:

- Sample Contract Agreement
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Clerk's Certificate
- Drawings from original building (C1.2 and A6.4)



# MEDFIELD ADULT COMMUNITY CENTER

# MEDFIELD, MA

# GRAHAM/MEUS

# ARCHITECTURE

Six Edgerly Place Boston, MA  
(617) 423 9399 02116

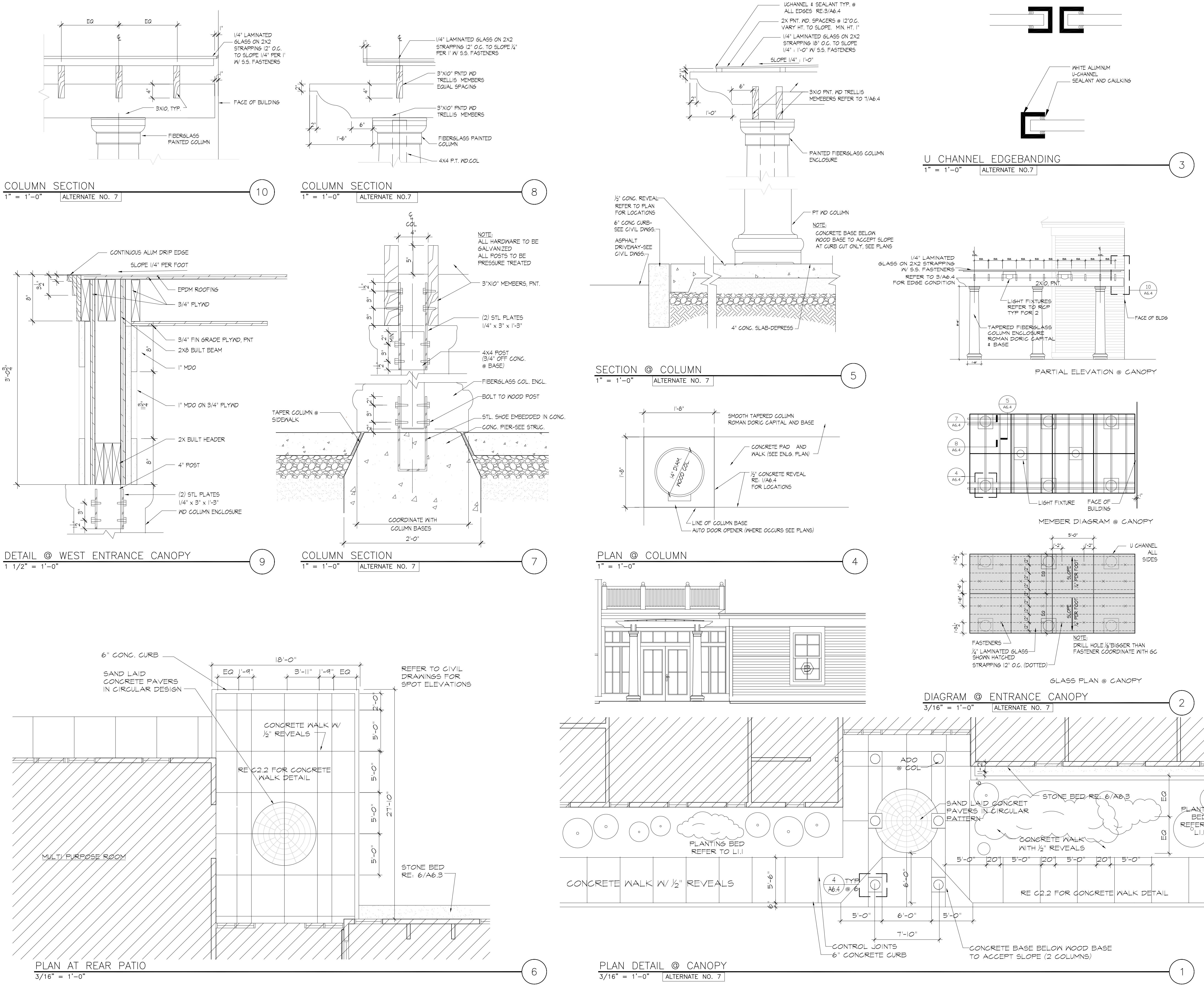
## ALTERNATES THAT APPLY TO THIS SHEET

- O. 2 IN LANDSCAPE PLANTINGS  
DEDUCT TREES ONLY
- O. 4 DEDUCT CEM. SIDING,  
REPLACE W/ VINYL SIDING
- O. 7 DEDUCT ENTRANCE CANOPY

## PATIO AND CANOPY DETAILS

ISSUE LOG			Job No.	33230
1	DESIGN DEVELOPMENT	09/02/04	Scale	1/8"=1'-0"
2	95% CONST. DOCS	11/02/04	Orig. Date	9 MAR 04
3	95% CD PRICING	3/16/06	Drawn By	DD
4	CLIENT REVIEW	5/02/06		
5	BIDDING SET	6/09/06		
6	RECORD	05/29/07		

A.6.4





# Town of Medfield

*Office of the*  
**Facilities Department**

**459 Main Street**  
**Medfield, MA 02052**

**Ben Jachowicz, PM**  
**Phone: 508-359-8505 x 3369**

**June 28, 2024 - Addendum #1 - Scope Clarifications & Alternates**

***Council on Aging: Brick Medallions Replacement with Concrete***

*This addendum includes the following (items 1-7):*

1. The contractor shall restore any disturbed landscaped or grass areas that may be inadvertently damaged during construction.
2. The contractor shall be responsible for any required temporary shoring of the existing pergola columns at the front entry if required to complete scope of work.
3. Amendment to ALTERNATE #1: The approximate length of the sidewalk extension is 75', the final layout will need to be done in conjunction with the Town.
4. ALTERNATE #2: Repair cracked/damaged sidewalk in the surrounding areas. Provide a unit cost/square foot. Unit cost should include full-scope: removal, replacement, materials, etc.)
5. ALTERNATE #3: At the back patio, instead of only removing the circular brick medallion, remove the surrounding sawcut sections as well (rectangle approx. 98" x 124") and place back.
6. Schedule: This work can be completed during normal working hours, however advance notice (at least 48 hours) needs to be given before commencement of work.
7. Contractor shall provide cones, delineators, caution tape, etc. to adequately protect the work area during construction.



July 10, 2024

## **PROPOSAL for Brick Medallion Removal and Associated Work**

**Town of Medfield, MA**

To whom it may concern:

Ace Restoration Col, Inc. respectfully submits the following proposal for miscellaneous work at the above referenced property based on Scope of Work as outlined below. The goal is to provide repairs while minimizing impact to the building operations. Work is to be conducted during the summer months or early fall in coordination with the building owner.

### **Base Scope of Work (per specifications – summarized below)**

- Removal and disposal of existing brick inlays
- Prepare/install subgrade and install matching finish concrete slabs with appropriate connections to the existing slabs, expansion joints at the areas where brick inlays were removed
- Job site cleanup
- Repair surrounding areas as required
- Provide 1 year warranty

**Proposed Base Contract Amount: Nine Thousand Nine Hundred and 00/100's Dollars, (\$9,900.00).**

---

### **ALTERNATE NO. 1 Scope of Work (per specifications – summarized below)**

- Furnish and install a 64" wide x 75' long concrete sidewalk around the side door to the back patio of the COA building including all labor, materials, and equipment. Include all import, subgrade preparation, excavation, compaction, placement and finishing
- Job site cleanup
- Repair surrounding areas as required
- Provide 1 year warranty

**ALTERNATE NO. 1: Proposed Alternate Contract Amount: Eleven Thousand Nine Hundred and 00/100's Dollars, (\$11,900.00).**

### **ALTERNATE NO. 2 Scope of Work (per specifications – summarized below)**

- Repair cracked/damaged sidewalk in the surrounding areas unit cost/square foot. Unit cost should include full-scope: removal, replacement, materials, etc.
- Job site cleanup
- Repair surrounding areas as required
- Provide 1 year warranty

**ALTERNATE NO. 2: Proposed Alternate Contract Amount: \$300.00/SF.**

---

### **ALTERNATE NO. 3 Scope of Work (per specifications – summarized below)**

- AT the back patio, instead of only removing the circular brick medallion, remove the surrounding sawcut sections as well (rectangle approx. 98" x 124") and place back.

**ALTERNATE NO. 3: Proposed Alternate Contract Amount: Seven Thousand Nine Hundred and 00/100's Dollars, (\$7,900.00). This would be an ADD to the base contract.**

### **Qualifications and Exclusions:**

1. Building access will be coordinated with the owner.

Sincerely,



Jonathan Labbe  
Contract Administrator

Accepted:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT FOR ENGINEERING SERVICES, PUBLIC LIBRARY FIRE ALARM REPLACEMENT ENGINEERING

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

This Contract is made this **30<sup>th</sup> day of August 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 **BLW Engineers, Inc.**, of 311 Great Road, Post Office Box 1551, Littleton, MA 01460 (hereinafter referred to as the "Engineer").

#### WITNESSED:

Whereas, the Town requested a proposal for Engineering design services associated with the replacement of the fire alarm system at the Public Library, for the Town of Medfield hereinafter referred to as "Program." Engineer submitted a Proposal dated August 2, 2024 to perform the Fire Alarm replacement engineering services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Engineer.

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal dated August 2, 2024 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. Engineer's Proposal is incorporated in its entirety, excepting only " BLW Engineers, Inc., (Engineer's) Standard Contract Terms" (six pages); Engineer's stated or referenced terms and conditions are expressly excluded.

2. Scope of Services: The Engineer shall furnish fire alarm system engineering services and bidding services as related to the Program in accordance with the Scope of Work described in Attachment A as well as, all services necessary or incidental thereto.
3. Performance of Work: The Engineer 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 Engineer shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Engineer, September 11th, 2024 to November 20th 2024. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$30,000 for the Program in accordance with the pricing in Attachment A. The Engineer 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 Engineer for services actually rendered. The Engineer 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 Engineer or from any claim for injury to person or property, which are a result of any negligent act or omission on the part of the Engineer, 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 Engineer 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. Engineer's Standard of Care: The Engineer shall provide a code compliant fire alarm system replacement design for the Medfield Public Library. 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. Engineer 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. Engineer's Personnel: Standard provision, if no third party(ies) identified: The Engineer shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.
10. Liability Insurance Requirements: The Engineer shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Engineer. 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 Engineer 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 Engineer shall notify the Town should coverage become unavailable during that period. The Engineer shall obtain and provide a certificate of insurance for each Engineer employed or engaged by Engineer, evidencing the existence of the same type of policy and coverage. The Engineer shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Engineer 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 Engineer 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 Engineer: The Engineer is an independent Engineer 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 Engineer or the employees of the Engineer. The Engineer 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 Engineer 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 Engineer 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 Engineer, whether situated within or beyond the limits of the Town. Upon request the Engineer 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 Engineer's neglects or fails to perform or observe any of its obligations hereunder and a cure is not affected by the Engineer within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Engineer 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 Engineer 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 Engineer'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 Engineer thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Engineer shall immediately cease to incur expenses pursuant to this

Agreement unless otherwise directed in the Town's termination notice. The Engineer 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 Engineer by the Town or developed by the Engineer in accordance with this Agreement.

16. **Notice:** Any notice required to be given to Engineer under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BLW Engineers, Inc., of 311 Great Road, Post Office Box 1551, Littleton, MA 01460 or such other address as Engineer 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 Engineer 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 Engineer 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 Engineer 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.

*(Engineer)*

Medfield Select Board

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

---

Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Engineer by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

### **CERTIFICATE OF STATE TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of Engineer

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_, does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all  
name of Engineer

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXAMPLE CLERK'S CERTIFICATE

---

Action of Shareholders  
Written Consent  
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

---

Clerk of Corporation  
SEAL



---

August 2, 2024

Ben Jachowicz  
Project Manager  
Town of Medfield  
Medfield, MA, Zip

RE: Medfield Public Library – Fire Alarm Replacement  
468 Main St  
Medfield, MA, 02052

Dear Ben Jachowicz :

In accordance with your request, BLW Engineers, Inc. (BLW) is pleased to submit a Scope of Services and Proposed Fee to provide Engineering Services at the above referenced facility.

**Project Scope**

The project consists of the replacement of the existing fire alarm system at the Medfield Town Library. The library is approximately 20,000sqft on 3 different levels.

### **Scope of Services**

**Design/Construction Document Services** shall include reproducible plans and specifications for the mechanical and electrical systems design of the proposed project in conformance with applicable state and local codes in accordance with the following:

- Submissions shall include; DD Design Development (60%), CD Permit/Bid/Construction Documents (100%).
- HVAC design – Not included.
- Plumbing Design – Not included.
- Fire Protection design – Not included.
- Electrical design shall include; fire alarm including fire protective signaling and automatic fire detection systems replacement.

**Construction Administration Services** will include shop drawing review; answering of contractor questions; preparing necessary sketches; mechanical/electrical site visits during construction (rough and final inspections).

- *Construction phase services are not intended to document minor changes in ACAD/Revit or sketch format (i.e., development toward as-built conditions).*

**Record Drawings** for each discipline shall be provided to the owner at the completion of the project by the contractor of each trade.

**Bidding Services** will include; answering of contractor questions during the bid process and review the bid results for recommendation of the lowest responsible bidder. BLW will post all bid documents and issue any necessary addendums.



---

## Meetings

The following meetings have been included in the proposal:

- One (1) on-site existing condition survey for all trades.
- No in-person meetings have been included.
- Two (2) site inspections during construction
- Weekly virtual meetings have not been included in this proposal.

## Proposed Schedule

At least four (4) weeks of design is anticipated for each project submission. Design will not be able to kick-off until all information has been received (equipment cuts, complete equipment list, backgrounds, owner reviews, etc.)

- *Final backgrounds for each submission will be required seven (7) business days in advance of each submission date. Backgrounds received after this time may result in submission delays.*

## Assumptions

- Coordination drawings or a coordinated 3D model are not included in this proposal.
- Hard Copy/PDF plans of the proposed building will be provided by the Town. Measured background dwgs are not included as part of this proposal.
- BLW will provide one electronic set of documents for each submission and for bidding purposes. BLW has not included reproduction costs or time for bid document distribution to contractors in this proposal.
- Subsequent submissions, background revisions, coordination and/or value engineering is subject to additional fees.
- Value Engineering changes or Owner revisions during Construction Administration to drawings after issuance of Permit Set are not included in this proposal.
- Documentation for owner related rebates from the utility are not included in this proposal.



## Proposed Fee

Project Tasks	
Existing Conditions Survey	\$ 1,500.00
Design Development	\$12,500.00
Permit / Construction Documents	\$ 9,500.00
Bidding	\$ 2,000.00
Construction Administration	\$ 4,500.00
<b>Total</b>	<b>\$30,000.00</b>

Additional site visits with field reports will be provided for the lump sum cost of \$ 600.00 per person per visit.

Additional services will be provided on an hourly basis.

All invoices must be paid in full prior to release of final construction affidavits.

This proposal incorporates the terms and conditions in the attached "BLW Engineers, Inc. Standard Contract Terms" dated January 1, 2024.

Invoices for the above stated fee would be submitted monthly, based on a lump sum, percent complete basis by task. Reimbursable expenses are included in this proposal.

Thank you for the opportunity to present this proposal. If you have any questions or need additional information, please feel free to contact our office.

Very truly yours,



Accepted by:  
**Town of Medfield**

*Chuck Mace*

**Senior Electrical Engineer, PE, LEED AP**

Date: \_\_\_\_\_

## BLW ENGINEERS, INC.

### STANDARD CONTRACT TERMS

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between BLW Engineers, Inc. ("BLW Engineers") and the Client with respect to the performance of the services ("Services") on the project ("Project").

#### EFFECTIVE DATE

This Agreement will become effective upon BLW Engineer's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

#### 1. SCOPE OF SERVICES

BLW Engineers shall perform the Services described in the attached proposal. If BLW Engineers' services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable BLW Engineers to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). BLW Engineers shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall BLW Engineers have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. BLW Engineers does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents. BLW Engineers shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. BLW Engineers' review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. BLW Engineers shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other documents prepared by third parties, including consultants and contractors independently retained by the Client.

#### 2. STANDARD OF CARE

The Client and the Owner acknowledge that the Services provided by BLW Engineers in this Agreement may require BLW Engineers to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, BLW Engineers shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. BLW Engineers shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

#### 3. REGULATORY AGENCIES

BLW Engineers shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. BLW Engineers will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. BLW Engineers may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

#### 4. CERTIFICATIONS/AFFIDAVITS

The proposed language of certificates, affidavits or certifications requested of BLW Engineers or BLW Engineers' consultants shall be submitted to BLW Engineers for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of BLW Engineers. BLW Engineers shall not be required to sign any document(s), that would result in BLW Engineers having to certify, guarantee or warrant the existence of conditions BLW Engineers cannot ascertain.



BLW Engineers, Inc., 311 Great Road - P.O. Box 1551, Littleton, MA 01460

Tel: 978.486.4301 Fax: 978.486.9384

[www.blwengineers.com](http://www.blwengineers.com)

**5. INVOICE AND PAYMENT TERMS:**

Invoices shall be sent to the Client monthly for the prior month, and payment is due within thirty (30) calendar days of the invoice date. If payment is not made within ninety (90) calendar days of the invoice date, the amounts due may include an interest assessment at the rate of 1-1/2% per month. If the Client fails to make payment when due for services and reimbursable expenses, BLW Engineers may, upon thirty (30) days' written notice to the Client, suspend performance of services under this Agreement. In the event of a suspension of services, BLW Engineers shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to BLW Engineers. If the Client fails to pay BLW Engineers for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

**Remit to Address:****Check Payments:**

**BLW Engineers, Inc.**  
P.O. Box 1551  
311 Great Road  
Littleton, MA 01460

**6. RESTART**

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee may be required to compensate BLW Engineers for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment may be applied to the fee or hourly billings rates, as applicable at the discretion of BLW Engineers to cover wage increases and general price escalation.

**7. TERMINATION**

This Agreement may be terminated by the Client or BLW Engineers upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to BLW Engineers within 60 days from the date of BLW Engineers' final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of BLW Engineers, the Client shall pay BLW Engineers in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by BLW Engineers in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

**8. WAIVER OF SUBROGATION**

The Client and BLW Engineers and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and BLW Engineers shall each require similar waivers from their contractors, consultants, and agents.

**9. INSURANCE**

BLW Engineers is protected by Workers' Compensation Insurance, General Liability and Professional Liability Insurance, and will furnish information and certificates upon request.

**10. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or BLW Engineers' relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and BLW Engineers and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by BLW Engineers shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services without BLW Engineers' full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to BLW Engineers, and shall not cause a reduction in BLW Engineers' previously agreed compensation, and the Client will pay BLW Engineers for all Services performed.

**11. BETTERMENT**

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and

BLW Engineers or BLW Engineers' subconsultants, BLW Engineers and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will BLW Engineers or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

**12. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS**

BLW Engineers shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any Services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless BLW Engineers and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of BLW Engineers. BLW Engineers may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

**13. OWNERSHIP AND USE OF DOCUMENTS**

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by BLW Engineers under this Agreement are instruments of Service for use solely with respect to the Project ("Documents"). As author, BLW Engineers shall retain the ownership and property interest in those instruments of Service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if BLW Engineers' Agreement has been terminated or BLW Engineers otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by BLW Engineers for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to BLW Engineers or its consultants. The Client accordingly waives all claims and shall defend, indemnify and hold harmless BLW Engineers, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At BLW Engineers' sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by BLW Engineers, which will entitle BLW Engineers to additional compensation to be mutually agreed upon by the Client and BLW Engineers. Further, BLW Engineers agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. BLW Engineers makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against BLW Engineers resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

**14. ESTIMATES AND/OR OPINIONS OF COST**

Any estimates or opinions of project or construction costs are provided by BLW Engineers on the basis of BLW Engineers' experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since BLW Engineers has no control over the cost of labor, materials, equipment, or Services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by BLW Engineers. Similarly, since BLW Engineers has no control over building or site operation and/or maintenance costs, BLW Engineers cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by BLW Engineers.

**15. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE**

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay BLW Engineers at the Hourly Billing Rates listed in Section 17 for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify BLW Engineers, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

**16. HOURLY BILLING RATES**

Unless stated otherwise in the proposal, BLW Engineers' hourly billing rates are as follows for 2024 calendar year:

Principal	\$ 275.00
Project Manager	\$ 240.00
Senior Engineer	\$ 210.00
Engineer	\$ 185.00
Junior Engineer/CAD Designer	\$ 125.00

**17. REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at the amount listed in the Proposal. If the amount is not listed, the amount shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

**18. APPLICABLE STATE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**19. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

**20. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (If applicable)**

The Client and Owner acknowledge the risk to BLW Engineers inherent in condominium projects and the disparity between BLW Engineers' fee and BLW Engineers' potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to BLW Engineers in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BLW Engineers, its officers, directors, employees and subconsultants (collectively, BLW Engineers) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by BLW Engineers' sole negligence or willful misconduct, as found by a court of competent jurisdiction.

**21. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, BLW Engineers and subconsultants, and the contractor if the maintenance recommendations contained in the Maintenance Manual are not performed.

**22. SERVICES INVOLVING UAVs**

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, BLW Engineers' liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. BLW Engineers shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. BLW Engineers shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. BLW Engineers shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that BLW Engineers shall not be liable for any such disposal. BLW Engineers shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images. In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

**23. DISPUTE RESOLUTION**

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its

existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction within the State of Massachusetts, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

NEW CLIENT BILLING INFORMATION1. BILLING ENTITY & MAILING ADDRESS

---

---

---

---

2. AUTHORIZED CONTACTS FOR PROJECT

---

---

3. INVOICING EMAILS: *(Please Provide Two (2) Addresses)*

---

---

4. PHONE NUMBERS:

---

---



## **TOWN OF MEDFIELD, MASSACHUSETTS**

### **AGREEMENT**

THIS AGREEMENT made this **30th** of **August** in the year **Two Thousand and Twenty Four** between **M.J. Cataldo, Inc.** with a usual place of business at **Post Office Box 1343, Littleton, MA 01460** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

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

#### **1. Contract Documents**

The Contract Documents consist of this Agreement together with the Contractors Bid Form (Attachment A) and Alternates & Unit Costs Bid Form (Attachment B) along with the Town's Invitation for Bid dated July 8, 2024 inclusive of addendums 1 and 2 (Attachment C). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

#### **2. Scope of Work**

The scope of work includes supplying all labor, materials and equipment to reconstruct the basketball court at the Medfield Public Safety Building. Work is to be done in accordance with scope of work & addendum documents (Attachment C) and in compliance with all local, State, and Federal regulations.

#### **3. Contract Price**

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of \$148,500.00**

#### **4. Commencement and Completion of Work**

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before August 29th, 2025.**

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

## 5. Performance of the Work

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

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for the cost of the permit.
- D. Notices, Compliance With Laws:
  - (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.
  - (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
  - (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
  - (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

- I. **Quality of the Work:** The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
6. **Warranties:** The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. **Wage Rates**

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

8. **Payment for Work**

The Town shall pay the Contractor in the amount of **\$148,500.00** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

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

10. Terms Required By Law

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

11. Indemnification

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

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

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

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

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

13. Notice

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

14. Termination

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

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or

interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

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

17. Miscellaneous

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

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

CONTRACTOR:

OWNER: Town of Medfield

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

---

Mark G. Cerel, Town Attorney

---

Kristine Trierweiler, Town Administrator

### **CERTIFICATION OF GOOD FAITH**

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

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

### **CERTIFICATE OF STATE TAX COMPLIANCE**

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

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that

\_\_\_\_\_ has paid all  
name of contractor

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

\_\_\_\_\_  
Signature Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent  
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

\_\_\_\_\_  
Clerk of Corporation

SEAL



# Town of Medfield

*459 Main Street  
Medfield, MA 02052*

***REBID: INVITATION FOR BIDS (IFB)  
OUTDOOR COURTS RECONSTRUCTION  
7/8/2024***

Legal Notice  
TOWN OF MEDFIELD/MEDFIELD PUBLIC SCHOOLS

**REBID: Invitation for Bids**  
**Outdoor Courts Reconstruction**

The Town of Medfield is seeking proposals from qualified contractors under chapter 30B section 39M to reconstruct two (2) tennis courts at the Medfield High School, and one (1) basketball court at the Public Safety Building.

*Medfield High School*  
88R South St  
Medfield, MA 02052

*Public Safety Building*  
112 North St  
Medfield, MA 02052

A copy of the IFB will be available from Ben [bjachowicz@medfield.net](mailto:bjachowicz@medfield.net) starting July 8, 2024 at 9:00 AM EST. Sealed bids will be due on August 7, 2024 at 12:00 PM EST.

Sealed bids should be submitted to:

**Town of Medfield**  
**ATTN: Michael LaFrancesca – Director of Finance and Operations**  
**459 Main Street – 3rd Floor**  
**Medfield, MA 02052**

The envelope should be clearly marked: IFB - Outdoor Courts Reconstruction

Bids are Due: No later than August 7, 2024 at 12:00 PM EST

Late proposals will not be accepted. Fax transmissions will not be accepted. The Town reserves the right to reject any bids. Bids, amendments to bids, or withdrawal of bids after the time set for bid acceptance will not be considered.

## INDEX:

I.	General Information & Proposal Submission Requirements.....	Pg.04
II.	Purchase Description/Scope of Supplies/Services.....	Pg.06
III.	Pricing and Payment.....	Pg.06
IV.	Quality Requirements.....	Pg.07
V.	Rules for Award.....	Pg.07
VI.	Scope of Work.....	Pg.07
VII.	Attachment A - Bid Form.....	Pg.22
VIII.	Attachment B - Alternates & Unit Cost Bid Form.....	Pg.23
IX.	Attachment C - Labor Harmony & OSHA Training.....	Pg.24
X.	Attachment D - Certificate of Non-Collusion.....	Pg.25
XI.	Attachment E - Tax Compliance Certificate.....	Pg.26
XII.	Attachment F - Signature Page.....	Pg.27
XIII.	Attachment G - Reference Form.....	Pg.28
XIV.	Attachment H - Sample Contract.....	Pg.31
XV.	Attachment I - Court Resurfacing Alternate.....	Pg. 40

## **I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

- All Bids must be delivered by August 7, 2024 at 12:00 PM EST to:

**Town of Medfield**

**ATTN: Michael LaFrancesca – Director of Finance and Operations**

**459 Main Street – 3rd Floor**

**Medfield, MA 02052**

- If the bidder is using a delivery service, the package must be signed for by a Medfield Town Hall staff to be considered properly delivered.
- Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such bid(s).
- A Pre-Bid site visit will be held on **July 23, 2024 at 10:00 AM EST**. The meeting location will be at the Medfield High School: 88R South St, Medfield MA 02052 to look at the tennis courts. From there the group will drive to the Public Safety Building: 112 North St, Medfield, MA 02052 to look at the basketball court. The meeting is not mandatory but recommended for bidders.

Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

- Submit the proposal in a sealed envelope clearly marked "*IFB - Outdoor Courts Reconstruction.*"
- The bid must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.
- The bidding and award of the Contract shall be in full compliance with Section 39M of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.
- The bid must also include a Bid Signature Form. When the Bid Signature Form is completed, it declares:
  - The only parties interested in this bid are the Principals named herein.
  - No officer, agent or employee of the Town of Medfield has a direct or indirect interest in this bid.
- Bid Form
  - Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Medfield.
  - All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
  - The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the

Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

- The bidder to whom the bid is awarded will be required to execute an Agreement when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
- Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
- All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
- Unbalanced bidding is expressly prohibited and all unit bid prices will be compared for reasonable conformance. The Town has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-end loads its bid as to amount to an advanced payment, there extreme variations from other bids received, if in the opinion of the Town, the unit prices create a reasonable doubt that that apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.
- There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.

- The proposal must be signed as follows:
  - 1) if the bidder is an individual, by her/him personally
  - 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner
  - 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (45) days following the opening of bids.

- Questions or Requests for Information (RFI) concerning this invitation for proposals must be submitted via email to: [bjachowicz@medfield.net](mailto:bjachowicz@medfield.net) RFIs are due July 26, 2024 by 5:00 PM EST. RFI responses will be sent back on July 31, 2024 by 5:00 PM EST.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Medfield may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments must be completed and be submitted with the bid documents where applicable:
  - Attachment A – Bid Form
  - Attachment B – Alternates Bid Form
  - Attachment C – Labor Harmony and OSHA Form
  - Attachment D – Certificate of Non-Collusion
  - Attachment E – Tax Compliance Certificate
  - Attachment F – Signature Page
  - Attachment G – Reference Form
  - Attachment H – Sample Contract
  - Attachment I – Court Resurfacing Alternate

## II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICES

- The work under this contract includes providing labor, materials and equipment to reconstruct the Medfield High School tennis courts, and Public Safety Building basketball court.
- The Town of Medfield reserves the right to waive any informality or nonconformity with the submission requirements if it is deemed in the best interest of the Town.
- The Proposer should undertake their own review and analyses concerning physical conditions, environmental conditions, required permits and approvals, refuse issues, and considerations.
- The Proposer will be responsible for obtaining all applicable permits and approvals other than those that the Town is itself responsible for obtaining through its Town Meeting.
- Proposals not providing evidence of ALL of the following items may be considered non-responsive and shall not be given further consideration.
- Delivery Requirements: All delivery charges shall be included in the price of the service.
- Terms and Conditions: As noted in sample contract agreement

## III. PRICING AND PAYMENT

- Contract payment will be as noted in the sample contract agreement.

#### **IV. QUALITY REQUIREMENTS**

- Bidders must provide all of the items described in the Scope of Work Section including Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All deliveries must comply with the Specifications identified in Purchase Description/Scope of Supplies/Services.
- Bidders must have satisfactory performance under at least three (3) different contracts similar in size to the proposed contract. Contract information will be provided as part of Attachment G, References.

#### **V. RULE FOR AWARD**

The basis of award shall be at the Town's sole discretion, contingent on the Base Bid Price. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

#### **VI. SCOPE OF WORK**

##### **PART I - GENERAL**

###### **1.1 GENERAL REQUIREMENTS**

PROJECT LOCATIONS the project locations are as follows

- **Medfield High School: 88R South St, Medfield, MA 02052**
- **Public Safety Building: 112 North St, Medfield, MA 02052**

PROJECT TIMELINE Court reconstructions must be completed with sites cleaned and returned to play condition prior to **August 29, 2025**. If this timeline cannot be met, list the proposed completion date as part of your proposal.

Tennis and basketball court dimensions shall match existing.

Include GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS as part of this Section. Unless otherwise stipulated, the Contract and General Conditions of the Contract shall be the Standard Form of Agreement between Town and Contractor as noted in Attachment H - Sample Contract.

Examine all other Sections of the Specifications for requirements, which affect work under this Section whether or not such work is specifically mentioned in this Section.

Coordinate work with that of all other trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

All personnel assigned to this contract must have an approved Criminal Offender Record Information (CORI) by the contract commencement. The contractor is responsible for ensuring any personnel working on school property have an approved CORI.

Bidders must provide references which include point of contact and phone number for provision of similar work. Experience must include this type of work.

## 1.2 SUBMITTALS

Manufacturer's product data "cut sheets" for all surfacing materials and application methods will be required as submittals prior to the first day of construction.

Submittal sheets for subgrade and bituminous materials.

Submittals shall include information on all materials proposed as well as the typical layer section of materials including subgrade, bituminous, acrylic binder, cushioned filler coats, finish coatings, colors, and line paints, etc.

The Town shall have the right to reject materials that do not conform to the project specifications, and it shall be the Contractor's responsibility to obtain conforming materials and proceed with the job with no effect on project schedule or price.

## PART 2 - SITE PREPARATION

### 2.1 GENERAL REQUIREMENTS

Deliver all materials and equipment to the sites in the original containers bearing the name of the manufacturer, and details for proper storage and usage.

All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner which shall not interfere with site or building operations or occupants.

Unloading and temporary storage sites, and transfer routes, must be approved in advance by the Town.

Damaged or deteriorated materials may not be used and must be promptly removed from the premises.

In addition the work under this contract includes:

Work outside the project site as called for in this document and as required for the performance of the work.

The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.

All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.

All items not specifically mentioned or noted in this document, but which are obviously necessary to make a complete working installation.

There are exterior hose bibs at each building which can be used for water supply during construction. The distance from the hose bib to each court area is approximately 250-300 linear feet. The contractor will be required to provide their own hose.

Contractor is responsible for the protection of all existing drainage and utilities, and is required to maintain proper erosion control and temporary site protection through the duration of the project.

## 2.2 REMOVAL OF EXISTING SURFACE & SUBGRADE PREPARATION

The Contractor is to coordinate and make accommodations for all work performed on properties in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.

The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands, and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity. This notification shall be made in writing in a format acceptable to the Town, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Town.

Under this item the Contractor shall comply with all local, state and Federal laws.

The existing fencing will remain in place. The Contractor shall be responsible for temporary removal of any portion of the fencing to facilitate use of equipment, tools, etc. that need to be brought into the court areas. This includes removal and reinstallation of the vinyl border at the base of the fence perimeter.

The Contractor shall remove and immediately dispose of, in its entirety, existing tennis net posts, basketball hoops assembly and its respective sub-surface foundations at each respective location, and shall simultaneously backfill and compact the residual aperture that will necessarily result in the execution of this work. Work areas need to be protected during all phases of construction.

Remove and legally dispose of the existing bituminous surface and subsurface as needed to allow for import of material and regrading of the court areas as needed for a level playing surface.

Gravel for refilling a residual aperture shall be 'run-of-the-bank' gravel containing no stone larger than two (2) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement or otherwise dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Town.

The Contractor shall strategically and systematically dismantle the applicable site amenities such that at the end of each workday the site is clear of all residual waste materials generated by these activities and all residual apertures have been carefully backfilled and compacted with suitable gravel and/or dense graded material. To that end the Contractor shall ensure that any unsuitable material which has fallen and/or has shed into the aperture as a result of the removal activities, has been thoroughly cleared prior to the refilling of the aperture.

The backfilling and compacting of the apertures, generated under these activities, shall occur on the day they are created, with each aperture being compacted in six (6") lifts max with the use of adequately sized tamping bits and pneumatic hammers. At the Towns discretion the Contractor may be allowed to use other hand operated compaction units for the work to be performed only if the Town deems the proposed means of mechanical compaction to be suitable for the task at hand.

However, in all cases, the Contractor is solely responsible for achieving 95% density compaction requirements so that no settlements occur subsequent to these activities. In the event settlements do occur within two years from the date of the Final Payment (for the entire project) then the Contractor shall repair such failed areas and shall subsequently sealcoat and stripe the entire tennis and/or basketball court surface area and at no expense to the Town.

The excavation and disposal of utility structures (if applicable) and/or net post and the associated net post foundations, shall include the removal and immediate off-site disposal of all masonry, castings, and deleterious materials, in their entirety, as none of the structural remnants and/or associated materials generated by these activities shall be used in the backfilling of the aperture.

The Contractor shall excavate and immediately dispose of all unsuitable and/or undesirable material(s), which, in the opinion of the Town, is not to be reused on-site, but which is to be otherwise immediately, legally and properly disposed of, at an off-site location, at the Contractors own expense.

The excavation and disposal thereof to subgrade, over the entire limits of the proposed tennis court system and walkways and/or other field-defined surface as directed by the Town shall be performed by the Contractor and such work shall be limited to the actual volume of each designated area to be excavated as measured prior to the removal of the undesirable material. However in no case is the excavation to exceed such depths and limits as pre-approved by the Town.

Excavation shall include the removal and disposal of pavement, soil, brush, trees under six (6) inches in diameter, boulders less than one-half (1/2) cubic yard in volume, deleterious material(s) whatever their nature may be, peat, mud, grass, or any other type of soil which the Contractor is directed to be remove.

In the event that the Town declares that the material encountered at or below sub-base is unsuitable material on which to build the proposed structure, then the Contractor shall excavate to such greater depths as the Town may decide and no extra compensation shall be allowed other than the regular unit price quoted in the proposal for this type of excavation in combination with its associated disposal cost. Only the actual amounts of excavation shall be paid for regardless of the depth involved.

The excavation shall be at the prescribed depth below and parallel to the finished grade and left in an evenly graded condition. All work mentioned in this paragraph shall be done before the gravel base course is installed.

Any newly excavated area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Gravel and/or dense graded crushed stone used to complete the work of this contract shall be furnished from an off-site source.

The depths of the furnished gravel base course may vary substantially depending on the discovery of the existing soil conditions.

The depths of the dense graded material shall be typically twelve inches (12") in depth or as otherwise directed by the Town.

Gravel shall be 'run-of-the-bank' gravel containing no stone larger than two (2) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement. Dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Town. All subsequent references to gravel in this section shall also apply to dense graded crushed stone.

In the case of backfilling apertures the gravel shall be rammed using pneumatically powered tamping bit equipped hammers, hand operated 'jumping-jack' reciprocating

single shoe plate compactors, vibratory plate compactors, any and all of which shall meet with the approval of the Town in accordance with the task(s) at hand, or the gravel used for the preparation of surface(s) shall otherwise be spread from self-spreading vehicles, or with power graders of approved types or by hand upon the prepared sub-base. Care shall be taken while spreading the gravel to rake forward and distribute the largest stone, so that they will be at the bottom of the gravel course and be evenly distributed.

The gravel so placed shall be thoroughly rolled true to the lines and grades, as directed, with a self- propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until it presents a firm, stable and unyielding surface, and until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and re-rolled until the surface is true and even.

Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.

No lift of freshly placed material shall exceed six inches (6") in depth.

The gravel base course shall be fine graded and rolled to a true grade, the prescribed number of inches in depth, and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

Any surplus excavated material remaining at the end of the ground work shall be legally disposed of off-site and is the responsibility of the Contractor.

## 2.3 GRADING & GEOTEXTILE FABRIC

The Contractor shall, after demolition operations are completed, prepare and grade the proposed two-court tennis system and the basketball court respectively. The exposed sub-grade surface shall be initially graded and the Contractor shall subsequently furnish and install the woven polypropylene geotextile fabric, as noted herein, for the purpose of stabilizing the soils. This work is to be done only after all residual apertures have been fully compacted and brought to subsurface preparatory grade. The Contractor shall install all proposed net posts and subsurface structures in a manner which does not adversely affect the integrity of the geotextile fabric.

The woven polypropylene geotextile fabric is to be Mirafi 600-X or an approved equal, and is to be new and unused and is to be delivered to the site in the original factory wrap.

The exposed subgrade shall be graded parallel to the proposed finish surface, and thoroughly rolled true to the proposed lines and grades, with a self-propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until the graded surface presents a firm, stable and unyielding surface until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and/or dense graded stone as directed by the Town.

Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit the results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.

The exposed subgrade base course shall be fine graded and rolled to a true grade and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

The fabric material is to be carefully handled to prevent sagging and to prevent any undue stresses from occurring in the fabric prior to its installation.

The fabric is to be carefully cut by razor and shall be installed in such a manner that the seams are kept to a minimum. To that end the Contractor shall carefully plan the installation of the fabric such that the maximum length and width of the fabric is utilized. All overlaps are to be a minimum of two (2) feet in every direction, and are to be installed so that the entire surface area of the fabric remains flat during the placement of the gravel fill. No bunching up of the material will be allowed.

Apertures for fence posts and/or net posts are to be neatly cut by razor in such a manner that the fabric is tightly fitted against the post.

## 2.4 TENNIS NET POSTS & FOUNDATIONS

The Contractor is to furnish and install new tennis posts, foundations, and nets as specified herein at the Medfield High School.

The Contractor is advised that each tennis court will require one matched set of tennis net posts. i.e. one anchor post and one crank post.

Foundations shall be of fully formed 3,000 psi minimum transit mixed concrete and should be installed in accordance with manufacturers recommendations.

The Contractor shall assign and deliver all manufacturer's warranties to the Town of Medfield Facilities Department.

Tennis nets shall be Nova Ultimate DUCK-TOP Fitted Tennis Net, Model 2185: by Nova Sports U.S.A. of Milford, Massachusetts OR approved equal.

The Contractor shall install the equipment in the manner, to the dimensions, and in accordance with the manufacturer's directives, or as specified herein. Foundations should be placed in such a manner as to not promote surface cracking at dissimilar materials.

Net post foundations must be formed, or if allowed by the Town they may otherwise be installed as a 'spread-footing', however any method of installation undertaken by the Contractor must ensure, that once set, the net post assembly is rendered immovable when the cable supporting the tennis net is placed under its normal working tension.

Cinch strap foundations are to be hand-dug and are not to be formed and must ensure that once set, the cinch strap foundation and assembly, when placed under its normal working tension, is immovable.

## 2.4 BASKETBALL HOOPS & FOUNDATIONS

The Contractor is to furnish and install new basketball hoops including foundations as specified herein at the Public Safety Building.

Foundations shall be of fully formed 3,000 psi minimum transit mixed concrete.

Playground upright with 6'-0" angled extension arm made of 6" square steel, schedule 40 steel tubing. Direct bury footing to 48" depth, as per manufacturer's recommendation. All steel, fixtures and fittings to be powder coat painted, color to be black.

Official size 42" x 72" acrylic backboard (ACRB-72)

Heavy duty flex goal with nylon net. Provide pole and backboard edge padding as recommended by manufacturer.(GBR361)

Approved products include the Titan Outdoor Basketball System Model No. 660-AC-FR as manufactured by Jaypro Sports. 800.243.0533, or approved equal. Provide and install both basketball goal post systems.

The Contractor shall assign and deliver all manufacturer's warranties to the Town of Medfield Facilities Department.

The Contractor shall install the equipment in the manner, to the dimensions, and in accordance with the manufacturer's directives, or as specified herein. Foundations should be placed in such a manner as to not promote surface cracking at dissimilar materials.

## 2.5 FENCING REPAIRS

The Contractor is responsible for making any necessary repairs to the existing fencing system. This includes any temporary removal or dismantling of the fencing and vinyl border at the base of the fence to facilitate the removal of material or access for equipment, etc.

Existing fencing is to be repaired/restored to a like-new condition both aesthetically and structurally.

Areas where the fencing has experienced minor bulging or warping may remain.

## 2.6 ASPHALT PAVEMENT

Bituminous concrete tennis and basketball court playing surfaces shall be constructed in the manner and in the locations to match what is existing and/or as directed by the Town.

This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988: Bituminous concrete Type I-1.

The Contractor shall stake and grade the entire court area with a sufficient number of stakes such that the design grades can be clearly met. The Contractor is to further stake and/or set any lines, for any critical points of interest that the Town may require. Subsequent to their final use the Contractor is to remove all stakes in their entirety. No stake shall be broken off but instead it shall be thoroughly and entirely removed. Equipment and materials utilized by the Contractor to achieve the design grades are subject to the approval of the Town.

The edge of the bituminous concrete pavement tennis court surface shall be constructed with the use of side forms for the purpose of producing/providing a straight and clean edge. However The Town may at any time order the use of forms which shall be of a type subject to approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Town. The Town may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with

the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Town may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor. The forms shall be clean, smooth, free from warp, of sufficient strength to resist springing out of shape and of a depth to conform to the thickness of the bituminous concrete wearing surface. The forms shall be well staked and thoroughly braced and set to the proposed line and grade. The sides when the forms are removed shall present a true line conforming to the line desired.

Bituminous concrete shall only be applied under clear or partly cloudy skies without the threat of rain. The Contractor is not to schedule bituminous pavement application unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Town, this forecast shall be filed with the Town in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet bituminous surface or otherwise upon a saturated soil surface, and in no case shall any bituminous concrete be accepted if it has been prematurely cooled by rain either while on the truck or after it has been applied to the surface at-hand.

The bituminous concrete must be kept clean during hauling and handling and covered if necessary during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of oil, or soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression before nightfall of the same day.

The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid. The mixture shall not be laid upon a wet or damp surface, but shall only be laid on an approved base course which is dry and only when weather conditions are suitable which shall be decided by the Town. The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Town.

The bituminous concrete shall be laid in the prescribed number of courses as described herein and shall consist of a three (3) inch finished depth of Type I-1 bituminous concrete laid in two (2) courses, a base or binder course of two (2) inch and a top or wearing course of one (1) inch. All dimensions shall mean the finished depths. The

mixture shall be placed from approved dump sheets or wheelbarrows fed directed from trucks. Dumping the mixture directly from trucks on the base will not be allowed.

After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day shall be construed as eight (8) hours working time. If, in the opinion of the Town, satisfactory compaction is not obtained by rolling with a tandem roller, the Town may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is underway. The pavement shall be rolled longitudinally, diagonally, and transversely, as directed. Longitudinal rolling shall start at the side and proceed toward the center of the pavement, overlapping on successive trips by at least one-half (1/2) the width of the rear wheel of the roller. Diagonal rolling shall be in two (2) directions, the second diagonal rolling crossing the lines of the first. If the width of the work permits, it shall in addition be rolled at right angles to the center line. This method of rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches. The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform to the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement by the contractor.

The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Town at all times. The practice of laying lanes of bituminous

concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed.

The finished surface shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the centerline of the surface course there shall be no deviation from a true surface in excess of one-quarter (1/4) of an inch. If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of unsatisfactory surfacing shall be done by the Contractor without additional compensation.

The separate courses shall be rolled with a self-propelled equally balanced tandem roller weighing not less than three (3) tons and not more than five (5) tons. In places inaccessible to a power roller, compaction shall be obtained by means of hand tampers.

The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the mixture is to be discontinued at the end of the day's operation. In such cases, provisions shall be made for proper bonding with new surface mixture by cutting back over the full width and depth of the course. When laying of the course is resumed, the exposed edge of the joint shall be painted with a thin uniform coat of hot asphalt, just before the new mixture is laid.

## PART 3 - PRODUCTS

### 3.1 GAMES SURFACING MATERIALS

The Contractor shall allow the new bituminous surface to cure for minimum 30-days before applying the base coat material. Cure time before surfacing should be as directed by the manufacturer.

The surfacing shall be a minimum four (4) coat (including asphalt sealer-resurfacer, minimum two filler coats, and Finish Coat) 100% acrylic latex-type system containing no asphalt or tar emulsions and no vinyls, alkyds, or non-acrylic resins:

- Four Coat Acrylic System, manufactured by Nova Sports USA, Milford, MA 01757
- Acrylic Resurfacer manufactured by World Class Athletic Surfaces
- "Plexipave System", manufactured by California Products Corp., Cambridge, MA 02139.
- Latex-ite Acrylic Resurfacer and Latex-ite Acrylic color sealer, as manufactured by American Tennis Courts, Inc., Baltimore, Maryland, 1-410-477-4400,

No color finish system shall be approved as an equal which does not contain factory mixed compositions requiring the addition of water only, on the site. The materials shall be delivered to the site in sealed, properly labeled containers.

Colors for the surfacing have been selected from among Latex-ite standard range of colors. If an alternate equal product is selected, the colors shall be the colors that are closest to the selected colors, and shall be approved by the Town prior to application. The filler coats shall have the same color as the final finish coat. The filler coats shall provide uniformity of texture and depth of color to provide a non-slippery and non-shining playing surface of uniform color for not less than three years of intensive use as a recreational surface. Colors will be selected by the Town, but assume two (2) colors for each court from standard color options.

**Line Marking Paint:** Line marking paint shall be 100% Acrylic Textured Line Marking Paint and Primer by the same manufacturer as the surfacing material and recommended by the manufacturer as compatible with the surface materials.

The manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun; from weather moisture, or from weather temperatures.

## PART 4 - COURTS SURFACING

### 4.1 GAMES SURFACING

Contractors must notify the Town of all applications, 24 hours prior to installation.

Tennis courts and basketball courts shall be cleaned using a stiff bristle broom and gas powered blower or water based pressure spray unit capable of generating 2500 psi at the nozzle tip, to remove all dirt and debris.

The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.

**Final Surface Inspection:** prior to application of a color finish system the bituminous asphalt base shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than 1/8 in. shall be patched and leveled in accordance with recommendations of the manufacturer of the surfacing material specified above.

Start of color surfacing application shall constitute acceptance by the Contractor of the bituminous asphalt base surface to receive color surfacing.

Application of the color finish course shall occur only after the bituminous surface course is thoroughly dry. The color finish material shall be applied to the surface course areas in

multiple applications in the selected and approved colors so as to form a true, uniform surface texture and color. Application work shall be performed by skilled mechanics in a workmanlike manner in accordance with the manufacturer's standard printed instructions; however, no work shall be performed when rain is imminent or when the temperature is below 55 degrees F. Application shall proceed only if the surface is at least 50 degrees F and rising, and the surface temperature is not in excess of 140 degrees F.

Application requires the use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegees of good quality and in good condition.

Apply one (1) application of asphalt resurfacer-sealer at the rate of .12 gallons per square yard (undiluted form). Mix resurfacer with potable water at the rate recommended/specify by the manufacturer. Allow material to cure at least twenty-four (24) hours prior to application of color coats.

Apply multiple Filler Coats in accordance with the manufacturer's directions for a total minimum thickness of 1/16 in. The minimum number of filler coats shall be two (2). More coats shall be applied if the thickness requirement is not met. If the bituminous surface course is not covered to a uniform, even texture free of all porosity, another filler coat shall be applied to attain uniformity. The first coat shall be applied lengthwise on the bituminous concrete surface and the second coat shall be applied crosswise. Dilution rate shall not exceed 1 part water to 2 parts Filler Coat. The application rate of each Filler Coat shall be approximately 0.05 gallon/square yard.

Color coats: Apply acrylic color sealer in minimum three (3) applications (including Finish Coat) for a total of 0.15 gallons per square yard (undiluted form). Mix color sealer with 80-100 mesh silica sand and potable water at rates specified by the manufacturer. Courts shall be thoroughly scraped between color sealer applications to remove ridges. Apply the succeeding coat only after the preceding coat has thoroughly dried (2-3 hours).

Each coat in this system must dry completely before the next application. Between each coat, inspect the entire surface. Any defects should be repaired. Scrape the surface to remove any lumps, and broom or blow off all loose matter.

Prior to applying the Finish Coat, a final, careful inspection of the entire surface shall be made to remove any ridges, loose particles, or foreign particles.

Finish Coat shall be applied as directed by the manufacturer at a rate of not less than 0.05 gallons of material per square yard (40 gallons per 800 square yards). The application shall be made lengthwise on the bituminous concrete surface with a wide hair type push broom and shall produce a uniform color throughout when viewed from a distance of 25 ft. from any edge of the court at midday. Dilution rate shall not exceed 1 part water to 1 part Finish Coat. Colors shall be as indicated above under Products.

Game Lines: Apply marking paint only after the color sealer has completely cured (two (2) to four (4) days depending on conditions). Accurately locate and mark game lines by snapping chalk lines. Use soft-soled shoes and knee pads to prevent surface indentation during marking and painting operations. Uneven line width and undulating or ragged line work shall be rejected.

Contractor shall provide a temporary barrier for safety and security of all job-sites.

## PART 5 - ALTERNATES & UNIT COSTS

### 5.1 ALTERNATES

The following alternates shall be priced and submitted with the proposal. Note that alternates are not factored into the base bid scope of work.

1. Court Resurfacing: Provide a price to resurface the (2) outdoor high school basketball courts (located adjacent to tennis courts) as outlined in Attachment "I"
2. Pickleball: Provide pricing to furnish and install pickleball line striping. There shall be one pickleball court at each tennis court (2 total).
3. Sound Barrier: Provide pricing to furnish and install sound barriers on 2 sides of the tennis court fencing. The sides will be those abutting the residential area. Provide a linear foot cost (assume 10'-0" high fencing). Material should be AcoustiFence or equal.
4. Wind Screen: Provide pricing to furnish and install wind screening on the chain link fencing on all sides. Provide a linear foot cost (assume 10'-0" high fencing)
5. Replace Fencing: Provide a cost for all labor, materials, and equipment to remove the existing fencing and replace in kind with new black vinyl coated chain link fencing. Pricing to include all disposal and foundation work. Price the fence at each building separately.
6. Asphalt Reclamation: Provide an alternate price to reclaim the existing asphalt and reuse the material as part of the subgrade for the new courts. Provide a separate price for each location.

### 5.2 UNIT COSTS

The following unit costs shall be submitted with the proposal. Note that unit costs are not factored into the base bid scope of work.

1. Unsuitable Materials: Provide a unit cost for removal and disposal of unsuitable materials.
2. Provide a unit cost for import, distribution and compaction of import material.
3. Sound Barrier: Provide a linear foot cost for sound barrier as noted above.
4. Wind Screening: Provide a linear foot cost for wind screening as noted above.

## VII. ATTACHMENT A: BID FORM

Fill in the lump sum amount for each area in dollars:

Total for High School Tennis Courts: \$ 198,000 -

Total for Public Safety Basketball Court: \$ 148,500 -

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Medfield, for the Total Base Bid price.

Signature of Individual Submitting Bid or Proposal

Joseph A. Cataldo, Jr.

Printed Name of Individual Submitting Bid or Proposal

M. J. Cataldo, Inc.

Name of Business

[fcataldo@mycataldo.com](mailto:fcataldo@mycataldo.com)

Business Email Address

### VIII. ATTACHMENT B: ALTERNATES & UNIT COSTS BID FORM

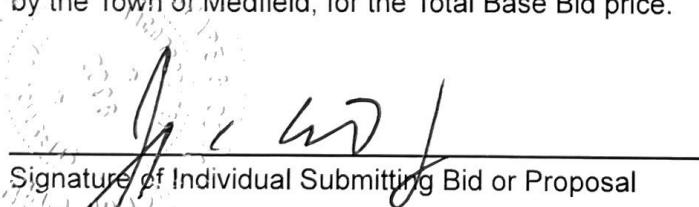
Fill in the costs below for each Alternate in dollars:

1. Total for High School Basketball Courts Resurfacing: \$ 53,000 -
2. Total for Pickleball Line Striping: \$ 1400 -
3. Total for Pickleball Sound Barrier: \$ 53,000 -
4. Total for Windscreen: \$ 5,400 -
5. Total for removal & replacing fencing at High School: \$ 68,000 -
6. Total for removal & replacing fencing at Public Safety: \$ 56,000 -
7. Total for asphalt reclamation at High School: \$ (31,000-)
8. Total for asphalt reclamation at Public Safety: \$ (18,000-)

Fill in the cost below for each Unit Cost in dollars:

1. Unit cost for Pickleball Sound Barrier (in \$/LF) \$ 234.71/f
2. Unit cost for Windscreen (in \$/LF) \$ 21.75/f
3. Unit cost for removal & disposal of unsuitable materials (in \$/CY) \$ 20.-/cy
4. Unit cost for import, distribution and compaction of new materials (in \$/CY) \$ 45.-/cy

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Medfield, for the Total Base Bid price.

  
Signature of Individual Submitting Bid or Proposal

Joseph A. Cataldo Jr.  
Printed Name of Individual Submitting Bid or Proposal

M. J. Cataldo, Inc.  
Name of Business

j.cataldo@mycataldo.com  
Business Email Address

Select Board  
 Osler L. Peterson, Chair  
 Eileen M. Murphy, Clerk  
 Gustave H. Murphy, 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: Montrose School Email: kschickell@montroseschool.org  
 Street Address: 29 North St. Telephone: 617-799-1606  
 City/Town, State: Medfield, MA 02052

Event and Purpose: Homecoming / Beer Garden For Parents and Alumni

Location of Event: Montrose Field

Date and Hours of Event: Fri, Sept. 13 6-8PM

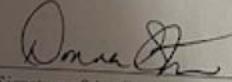
Type of License Requested: All Alcohol  Or Malt/Wine only

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

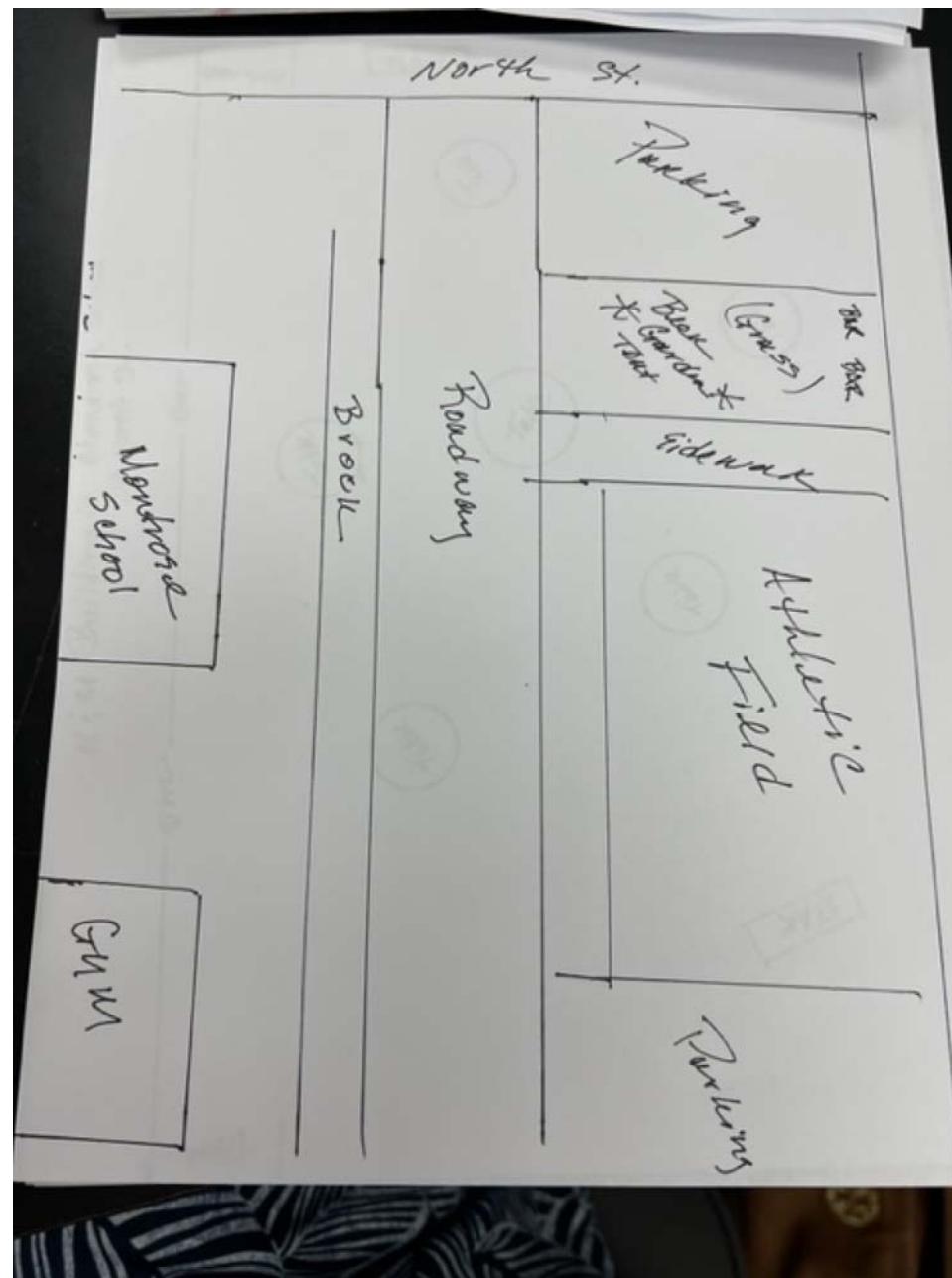
If Requested All Alcohol License, proof of non-profit status attached: Yes  No

  
 Signature of Applicant

Date filed \_\_\_\_\_

Licensing Authority Signature \_\_\_\_\_

Conditions: \_\_\_\_\_ Date approved \_\_\_\_\_





eTiPS On Premise 3.1

Issued: 9/5/2022

ID#: 5812867

CERTIFIED

Expires: 9/5/2025

Shannon M Donovan  
11 Clover St  
Dorchester, MA 02122-2009

For service visit us online at [www.gettips.com](http://www.gettips.com)



eTIPS On Premise 3.1

Issued: 8/1/2022

ID#: 5781045

Expires: 8/1/2025

**C E R T I F I E D**

James Brienzi  
58 Lester Ln  
Weymouth, MA 02188-1309

For service visit us online at [www.gettips.com](http://www.gettips.com)



## CERTIFICATE OF COMPLETION

This certifies that

Erin DeAraujo

is awarded this certificate for

TIPS Rhode Island On-Premise Alcohol Server Training

Hours  
3.00

Completion Date  
05/31/2023

Expiration Date  
05/30/2026

Certificate #  
RI-ON-000028925966

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | [www.360training.com](http://www.360training.com)

(CUT HERE)

(CUT HERE)

FOLD





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2024

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		CONTACT NAME: PHONE (A/C, No, Ext): (508) 533-3000	FAX (A/C, No): (508) 533-5333
Russo Insurance Agency, Inc. 45 Milford Street P. O. Box 637 Medway		E-MAIL ADDRESS:	
MA 02053		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURER A: Hartford Underwriters Insurance Company		30104	
INSURER B: Hartford Accident and Indemnity Co		22357	
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			
INSURED			
Extra Hands for Your Events 6 Messenger St Unit 11			
Plainville		MA 02762	

COVERAGES      CERTIFICATE NUMBER: Master 24-25      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	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>			08SBMAL1TC3	04/02/2024	04/02/2025	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							
OTHER:	\$								
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	BODILY INJURY (Per person)	\$							
	BODILY INJURY (Per accident)	\$							
	PROPERTY DAMAGE (Per accident)	\$							
	OTHER:	\$							
C	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$	
	DED		RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A				08WECAL1X77	04/06/2024	04/06/2025
A	Liquor Liability			08SBMAL1TC3	04/02/2024	04/02/2025			1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Montrose School 29 North Street	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	
Medfield	MA 02052	

© 1988-2015 ACORD CORPORATION. All rights reserved.



# Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 6/09

**Massachusetts  
Department of  
Revenue**

## Part 1. Exempt taxpayer information. To be completed by exempt government or 501(c)(3) organization.

Name	Montrose Foundation, Inc.		
Address	29 North Street	City	State Zip
	Medfield	MA	02052
Exemption number	04-2668765		
Issue date	Date of expiration of certificate		
01/02/05	01/02/25		

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature  Title **Chief Financial & Operations Officer** Date

**Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.**

## Part 2. Agent information. To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization	Montrose Foundation, Inc.		
Address	29 North Street	City	State Zip
	Medfield	MA	02052
Agent's name	Donna Strouse		
Address	29 North Street	City	State Zip
	Medfield	MA	02052

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

Government organization (local public school, city/town government, state agency, etc.).

Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: \_\_\_\_\_

501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature  Title **Chief Financial & Operations Officer** Date

## Part 3. Vendor information

Vendor's name

Check applicable box:

Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)

Blanket certificate

## Bike to the Beach for Autism

4315 50th St NW, Suite 100 #7224  
Washington, DC 20016  
Phone: 202-860-3211  
E-Mail: [Info@biketothethebeach.org](mailto:Info@biketothethebeach.org)  
Web: [www.biketothethebeach.org](http://www.biketothethebeach.org)

Date: August 14, 2024

Send To: Medfield, MA Town Hall - Town Administrator

Attention: Town Administrator - Kristine Trierweiler

Office Location: 459 Main Street, Medfield, MA 02052

From: ADD Impact Network (DBA ) Bike to the Beach, Inc - Carl Sylvester, Operations Manager

Office Location: 4315 50th St NW, Suite 100 #7224, Washington, DC 20016

Phone Number: 202-256-7887 (direct) 202-860-3211 (office)

Total Pages Including Cover; 4

## EVENT NOTIFICATION

Urgent

Reply ASAP

Please Comment

Please Review

For Your Information

Comments:

**Notification of Cycling Event for Autism.** Bike to the Beach for autism will take place in the early morning on Saturday September 28th, 2024 along bike friendly roads and will not require any road closures or impact major traffic in any way. It would be greatly appreciated if you would kindly fill out and return the included notification.

This is our 11<sup>th</sup> year hosting this event, and we are excited to continue to make an impact for the millions affected by autism.

We look forward to a great event for Autism awareness and research.

Thank you for your support.



Kristine Trierweiler  
Town Administrator  
459 Main Street  
Medfield, MA 02052

August 14, 2023

**Re: Bike to the Beach for autism: Event Notification – September 28th, 2024 Charity Ride**

Town Administrator Trierweiler,

Bike to the Beach for autism is a fully supported charity cycling event that will be passing through the Medfield, MA area on September 28th, 2024. The purpose of our charity event is to raise awareness and support for autism, and the efforts of our primary ride partner Autism Speaks, as well as to support local autism service providers in the greater Boston area.

Cyclists taking part in the event will be assisted in many ways before and during the day of the ride. Leading up to the event, Bike to the Beach provides a training plan, equipment recommendations, and a community of supporters to properly prepare cyclists for the event. Bike to the Beach plans a route that uses preferred cycling roads and commuter routes. While the ride will not include the need of road closures, Bike to the Beach purposefully selects the cycling route to avoid traffic congestion and follow bike safe roads where possible. All cyclists are instructed to and expected to obey all rules of the road. All riders are given a cue sheet, and the route is marked with signs to ensure that riders stay on the preferred course.

Bike to the Beach hosts rest stops every 10-15 miles where riders are given water and food to replenish their hydration and caloric losses from the ride. Along the route, we have 5-10 chase vehicles with food and water, bike pumps and tubes, and medical supplies to assist the cyclists whenever necessary. Area bike mechanics follow along in vans to assist with any major bicycle mechanical failures. The tail end of the cycling group is followed by a van that will pick up any cyclist that feels they cannot finish the event or that is falling behind our scheduled progress for the day. These precautions are taken to ensure a safe and enjoyable ride.

We do not foresee needing Police, Fire, or Emergency Medical Services. However, because safety is our number one priority and we need to prepare for the unforeseen, we want to inform you that our event will be passing through the area on September 28th beginning at approximately 6:45 AM. We expect all of our riders to pass through area in no more than two hours.

Please contact us with any questions or needs for additional documentation that you may have. You can reach Bike to the Beach by email at [Info@Biketoth Beach.org](mailto:Info@Biketoth Beach.org) or by phone at (202) 256-7887.

Sincerely,

A handwritten signature in black ink, appearing to read "Robby Walsh".

Robby Walsh  
Chairman of the Board  
Bike to the Beach for Autism / Add Impact Network



## Event Notification and Approval



Our jurisdiction has been notified in writing that Bike to the Beach will be taking place on September 28, 2024. We are aware that approximately 100 bicyclists will be participating. Participants will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

**Event Date: September 28th, 2024 6:45 AM**

**\*\*Please fill in the appropriate information below for your jurisdiction:**

Name: Kristine Trierweiler - Town Administrator

Name of Organization/Jurisdiction: Medfield, MA - Town Hall

Address: 459 Main Street  
Medfield, MA 02052

Phone: 508-906-3011  
Fax:

Email: ktrierweiler@medfield.net

Signature: \_\_\_\_\_

### Contact Names and Numbers

Please provide a contact name and number for an individual who will be on-duty the time of the event, who will serve as contact in case of emergency or other situation.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Does your Jurisdiction provide any of the following services? (check all that apply):

- Police support: \_\_\_\_\_
- Alerting EMTs: \_\_\_\_\_
- Placing VMS's to inform drivers of cyclists on the shoulders: \_\_\_\_\_
- Sweeping the streets of debris: \_\_\_\_\_

**Please Return to:**

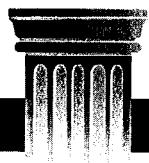
Bike to the Beach (DBA Add Impact Network)

Attn: Carl Sylvester, Operations Manager

4315 50th St NW, Suite 100 #7224

Washington, DC 20016

[Csylvester@biketothethebeach.org](mailto:Csylvester@biketothethebeach.org)



## SOVEREIGN CONSULTING INC.

August 26, 2024

Medfield Board of Health  
Medfield Town Hall  
459 Main Street  
Medfield, Massachusetts 02052

Medfield Board of Selectmen  
Medfield Town Hall  
459 Main Street  
Medfield, Massachusetts 02052

Re: **Availability of Phase V Remedy Operation Status Report**  
Former Texaco-Branded Service Station  
26 Spring Street  
Medfield, Massachusetts  
RTN 2-3003830

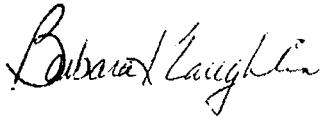
To Whom It May Concern:

In accordance with the Massachusetts Contingency Plan (MCP) 310 CMR 40.1403 (3)(e), this correspondence serves as notification that a Phase V Remedy Operation Status Report was submitted to the Massachusetts Department of Environmental Protection (MassDEP) for the above-referenced location (the disposal site).

The selected remedial action alternative (RAA) for the "disposal site" is operation of a High Vacuum Extraction (HVE) system and monitored natural attenuation (MNA). The report documents the operation, maintenance and monitoring of the selected RAA between February through August 2024.

A copy of the Phase V Remedy Operating Status Report as well as all other applicable documents pertaining to the subject site, are available for review on the MassDEP website: <https://eeaonline.eea.state.ma.us/EEA/fileviewer/Rtn.aspx?rtn=2-3003830>. Please contact the undersigned if you have any questions.

Sincerely,  
**SOVEREIGN CONSULTING INC.**



Barbara K. Laughlin  
Project Manager



Steven Passafaro, PE, LSP  
Senior Project Manager

cc: MassDEP CERO  
Edward Henke, Shell Oil Products US  
Sovereign File - 2L883