

**TOWN OF MEDFIELD**  
*Office of*  
**Marion Bonoldi, Town Clerk**  
459 Main Street, Medfield, Ma 02052

(508) 906-3024  
mbonoldi@medfield.net  
town.medfield.net

This is to certify that the Annual Town Meeting of the Town of Medfield was held at the Amos Clark Kingsbury High School in Medfield on April 30, 2018 and May 1, 2018.

This meeting was duly called and held pursuant to warrant therefore issued by the Selectmen on April 18, 2018 and duly served in accordance with town bylaws, at which meeting a quorum was present and voting. Meeting was called to order at 7:30 PM and adjourned at 10:45 PM. The following action was taken with respect to Article 30 of the warrant at the April 30th session. The article read as follow:

**Article 30.** To see if the Town will vote to authorize the Board of Selectmen to enter into an agreement with property owners of two parcels of land located on Harding Street and shown on Medfield Assessors Map 64 as Parcel 26, title reference: Norfolk Registry of Deeds Book 5763, Page 53, and Parcel 27, title reference: Norfolk Registry of Deeds Book 31011, Page 94, to relocate and reconfigure an existing Town-owned water easement, upon such terms and conditions as the Board of Selectmen determine to be necessary to protect Town's interests, and to execute any documents and take any other action required to implement said agreement, or do or act anything in relation thereto.

(Town Counsel)

**VOTED:** That Article 30 be passed as printed in the Warrant, except that the phrase "provided that any agreement and/or documents be subject to review and approval by the Water and Sewerage Board" after the phrase "to implement said agreement" be added.

**MOTION CARRIES BY 2/3 VOTE 4/30/18**

A TRUE COPY ATTEST:

TOWN CLERK OF MEDFIELD, MA

### **GRANT OF UTILITY (WATER) EASEMENT**

WE, Thomas M. Ramlow and Maureen S. Ramlow, husband and wife as tenants by the entirety, both of 1 Marlyn Road, Medfield, Norfolk County, MA, in consideration of the Town of Medfield's relinquishment and release of its rights as successor in interest to the Commonwealth of Massachusetts, and abandonment of a certain utility easement shown on a plan of land recorded at Norfolk County Registry of Deeds as Plan No. 952 of 1960 in Book 3833 Page 441, as set out below, and

One Dollar (\$1.00)

**GRANT** to the Town of Medfield, a duly-organized municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, Norfolk County, MA, a permanent utility (water) easement over, under and through that portion of Grantors' land shown as "15' wide Public Utility Easement 2978 s.f." along the southerly border thereof on the sketch plan captioned "Easement Exhibit in Medfield Massachusetts Lot 7 Harding Street Title Reference: Book 40662 Page 344 Drawing Scale: 1 inch = 40 feet Date: 6-18-24, Rev. 6-27-24" attached hereto.

The foregoing grant of easement includes the right to install, maintain, repair and replace pipes, manholes, conduits, fixtures, and other structures, and the right to enter upon said easement area on foot and with motor vehicles and equipment for said purpose(s); further, the said Grantors do hereby grant unto the Grantee ownership rights in all pipes, manholes, conduits, fixtures, and all appurtenances thereto that are now or hereafter may be constructed or installed in, through, or under the above-described land.

Grantee shall restore all disturbed areas of Grantors' property to the condition which existed prior to any work which Grantee performs.

Grantors shall not relocate said easement without first obtaining Grantee's written consent to said relocation.

Grantors, for themselves and their successors in title, covenant that they shall not permit any use within said easement area described herein, which is inconsistent with this Grant of Easement, including, but not limited to the erection of any structures of any kind or planting of shrubs and/or trees within the easement area or performing any act which will impair the function and purpose of said Grant of Easement.

For Grantors' title, see deed recorded in Norfolk Registry of Deeds in Book 40662 at Page 344.

WITNESS, our hands and seals this 4<sup>th</sup> day of October, 2024.

Thomas M. Ramlow  
Thomas M. Ramlow


Maureen S. Ramlow  
Maureen S. Ramlow


COMMONWEALTH OF MASSACHUSETTS

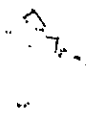
NORFOLK, ss.

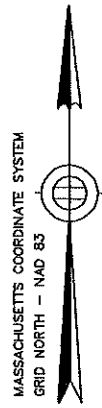
On this 4<sup>th</sup> day of October, 2024, before me, the undersigned notary public, personally appeared Thomas M. Ramlow and Maureen S. Ramlow, each proved to me through satisfactory evidence of identification which was Massachusetts driver's license to be the person whose name is signed on the preceding document and each acknowledged to me that he/she signed it voluntarily for its stated purpose.

Marta M. Nigohosian  
Notary Public  
My commission expires: 8/2/2030

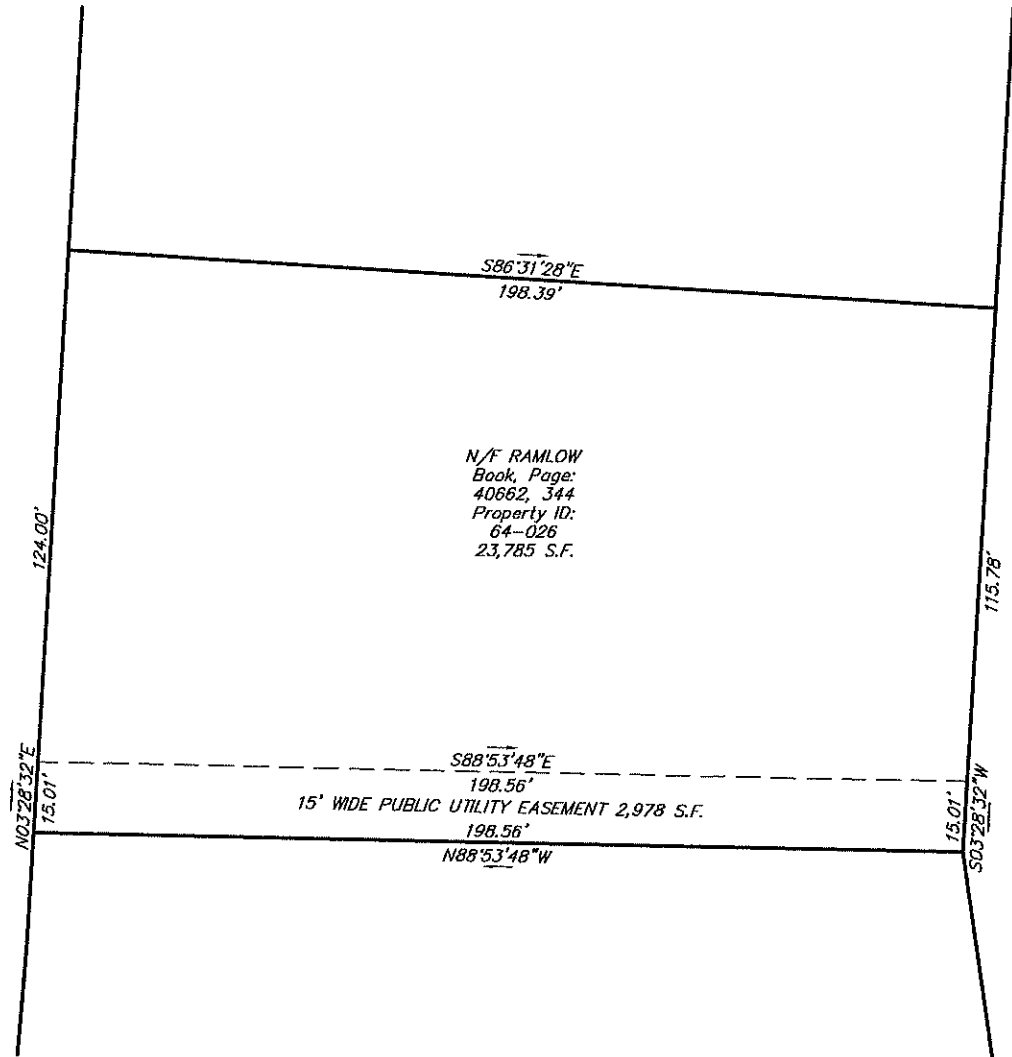
 **MARTA M NIGOHOSIAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 2, 2030

 **MARTA M NIGOHOSIAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 2, 2030

 **MARTA M NIGOHOSIAN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 2, 2030



HARDING STREET



N/F RAMLOW  
Book, Page:  
40662, 344  
Property ID:  
64-026  
23,785 S.F.

EASEMENT EXHIBIT  
IN  
MEDFIELD, MASSACHUSETTS

LOT 7 HARDING STREET

TITLE REF: BOOK 40662 , PAGE 344

DRAWING SCALE: 1 INCH = 40 FEET

DATE: 6-18-24

REV: 6-27-24

NOTE:  
EXISTING COMMONWEALTH OF MASSACHUSETTS  
EASEMENT TO BE ABANDONED NOT SHOWN.

PLAN REF:  
PLAN BOOK D3833 PAGE 441



**Town of Medfield’s Relinquishment and Release of Rights in Existing Utility  
Easement and Abandonment Thereof and Acceptance of New Utility (Water)  
Easement**

The Town of Medfield, acting by and through a majority of its Select Board in the exercise of the authority granted to them by the voters at the Annual Town Meeting held on April 30, 2018 by their approval of Article 30, an attested copy of Warrant Article 30 and the motion and vote thereon to be recorded at Norfolk County Registry of Deeds herewith, hereby relinquishes and releases all of its rights, as successor in interest to the Commonwealth of Massachusetts, and otherwise abandons a certain utility easement shown on a plan of land recorded at Norfolk County Registry of Deeds as Plan No. 952 of 1960 in Book 3833 Page 441 and accepts the foregoing Grant of Utility (Water) Easement executed \_\_\_\_\_ 2024.

**SO-VOTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

Town of Medfield Select Board

\_\_\_\_\_  
Eileen Murphy, Chair

\_\_\_\_\_  
Gustave Murby, Clerk

\_\_\_\_\_  
Osler L. Peterson, Member

**COMMONWEALTH OF MASSACHUSETTS**

NORFOLK, ss:

Month \_\_\_\_, 2024

Then personally appeared the aforementioned Eileen Murphy, Gustave Murby, and Osler L. Peterson, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and each acknowledged to me that she/he signed it voluntarily for its stated purpose as the free act and deed of the Town of Medfield Select Board.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## **DECLARATION OF RESTRICTION**

THIS DECLARATION OF RESTRICTION (hereinafter this "Declaration") is made this 16<sup>th</sup> day of OCTOBER, 2024, by Calvin W. Colwell and Scott W. Colwell, as Trustees of Hoover Realty Trust (the "Declarant"), a Trust organized and declared in Massachusetts beginning in 1951, having an address of 434 Canton Street, Westwood, MA 02090.

### **WITNESSETH**

**WHEREAS**, Declarant is the owner of that certain parcel of land in Medfield, Massachusetts, shown as "Parcel 33-087 Elm Street" on a plan entitled "Proposed Site Plan", prepared by GLM Engineering Consultants, Inc., prepared for Scott W. Colwell, revision date September 4, 2024, recorded at the Norfolk County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plan"). Declarant, on behalf of itself and all successors and assigns holding any interest in the Property as hereinafter defined, grants to the Town of Medfield, acting by and through its Conservation Commission, pursuant to M.G.L. Chapter 40, § 8C (the "Grantee"), with quitclaim covenants, for nominal consideration in perpetuity (except as set forth herein), and exclusively for conservation purposes, the following described Deed Restriction, on the Deed Restriction Area, its specific metes and bounds being as depicted on the attached Exhibit A.

and

**WHEREAS**, the Deed Restriction Area is a portion of an approximately 42,160 square foot or .9-acre parcel of land in Medfield owned by the Declarant, which property is described in deed recorded with the Norfolk County Registry of Deeds in Book 6823, Page 335 (the "Property"), containing approximately 28,430 square feet and extending downgradient from the 50-foot Buffer Zone, to be indicated on the Property by way of Wetland Bounds placed along the 50-foot Buffer Zone, which Deed Restriction Area contains important habitat, breeding sites, and migration routes for wildlife including within the Certified Vernal Pool (CVP #8327) and the surrounding Bordering Vegetated Wetlands; and

**WHEREAS**, Declarant desires to protect a significant contiguous area of this habitat as an integral part of the development of the Property for use as a single-family residence;

and

**WHEREAS**, the Property is subject to the terms and provisions of an Order of Conditions on Remand issued by the Medfield Conservation Commission, identified as #MCC

004, and issued on September 5, 2024 (the “Order”), which permits Declarant to record this Declaration as a Deed Restriction for conservation purposes;

and

**WHEREAS**, Declarant desires and agrees that the Deed Restriction Area shall be maintained in perpetuity as habitat subject to the Prohibited Acts and Uses and Reserved Rights set forth below;

**NOW, THEREFORE**, Declarant hereby voluntarily declares and imposes **in perpetuity** upon the Deed Restriction Area the following covenants, conditions and restrictions for the benefit of Declarant, its successors and assigns, and the Town of Medfield (hereinafter the “Town”, “Grantee”), and said Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

1. **Prohibited Acts and Uses.** The following acts and uses are prohibited in, on or below the Deed Restriction Area unless specifically excepted in Section 2 below:
  - A. Construction or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, tower, or other temporary or permanent building, structure, or facility in, on, above or below said Deed Restriction Area.
  - B. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the Deed Restriction Area.
  - C. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance of material whatsoever or the installation of underground storage tanks.
  - D. Cutting, removing or otherwise destroying trees, grasses or other vegetation or disturbance of shrubs, ground, forest floor or leaf litter; except as otherwise permitted in Section 2.
  - E. Using, parking, storing, maintaining, and operating of vehicles, snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind, except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties.
  - F. Using the Deed Restriction Area for business, residential, public recreational or industrial use, or for more than a *de minimis* recreation or the further subdivision of the Deed Restriction Area.

- G. Using or allowing the use of the Property or any portion of the Deed Restriction Area to access abutting properties and/or to access the right of way easement, located on 40 Elm Street, reserved by Helen McElwain to the benefit of the Property in a deed dated June 1, 1932 and recorded at Book 1963, Page 176. It is the Parties' intent that the Prohibited Acts and Uses specified in this Subparagraph be permanent and not subject to rescission or modification, either as provided in Section 2 or otherwise.
  - H. Using or allowing the use of the proposed driveway associated with the single-family house outside of the Deed Restriction Area for purposes other than to access the proposed single-family house and for all uses normally and customarily related to the construction, repair, maintenance, and use of the proposed single-family house, the driveway, the associated utilities, retaining wall, and landscaping. It is the Parties' intent that the Prohibited Acts and Uses specified in this Subparagraph be permanent and not subject to rescission or modification, either as provided in Section 2 or otherwise.
  - I. Activities substantially detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation.
  - J. Any other use of or activity on the Deed Restriction Area that would materially impair significant conservation interests thereon or impair its conservation values.
2. **Reserved Rights.** The Declarant reserves the right to conduct or permit the following activities and uses on the Deed Restriction Area, but only if such uses and activities do not materially impair the conservation values or purpose of this Declaration or other significant conservation values or conflict with the specific prohibitions of Section 1 above:
- A. establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Deed Restriction Area as are not otherwise prohibited by this Declaration of Restriction as agreed to in writing by the Medfield Conservation Commission and allowed by applicable federal, state or local law or regulation, and
  - B. conduct or permit the following activities in the Deed Restriction Area:
    - 1) **Vegetation Management.** With prior permission of the Grantee, selective cutting or pruning of trees and vegetation to maintain habitat on the Deed Restriction Area, if approved in advance in writing by the Grantee;
    - 2) **Maintenance of Structures.** The maintenance and/or repair of the retaining wall approved in the Order of Conditions on Remand #MCC-004, so as to continue to serve its function as a barrier to vernal pool species migration into and across developed areas, with written notice to the Grantee of the Declarant's intent to perform such maintenance and/or repair;

- 3) Permits. With prior written notice to the Grantee, exercise of any right reserved by Declarant under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits, and shall be in compliance with and follow any conditions, or operating procedures, or other requirements as outlined in the Order of Conditions on Remand #MCC-004 issued by the Medfield Conservation Commission (as may be amended from time to time). The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.
  - 4) Invasive Species. The removal of invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality, as provided for in the Invasive Species Management Plan approved of in the Order of Conditions on Remand #MCC-004.
  - 5) Wildlife Habitat Improvement. With the prior written permission of the Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species.
  - 6) Signs. With prior written notice to the Grantee and following the specifications defined in the Order of Conditions on Remand #MCC-004 and the Plans, the erection, maintenance and replacement of signs with respect to trespass, location of the Deed Restriction Area, identity and address of the occupants, sale of the Property, the Grantee's interest in the Premises, and the protected conservation values.
  - 7) Outdoor Passive Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities.
3. **Monuments and Signage**. The Declarant and the Declarant's successors and assigns shall maintain in good condition any, bounds, fences, walls, monuments, markers and signs shown on the Plan, demarcating the boundaries of the Deed Restriction Area, and shall repair and/or replace said monuments and signage on an as-needed basis. Should access into the Deed Restriction Area be required for such maintenance, the Declarant shall give reasonable written notice to the Grantee.
  4. **Term - Binding Effect In Perpetuity**. Except as set forth below, this Declaration of Restriction and its provisions herein set forth shall run with the Property as shown on said

Plan **in perpetuity** from the date of recordation in the Norfolk County Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having or claiming to have an interest in said Property or Deed Restriction Area.

This Declaration of Restriction is hereby intended and declared to be in perpetuity and no re-recordation of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Property and the Deed Restriction Area, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction.

Notwithstanding anything inconsistent or to the contrary set forth above, the Town is hereby authorized to record and file any notices and/or instruments that the Town deems appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns, hereby appoints the Town as its attorney-in-fact to jointly or severally execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf. Without limiting the forgoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Town.

5. **Enforceability.** The Town shall have the authority and right to enforce this Declaration of Restriction and are benefited parties.

The Town shall have the right to enter the Deed Restriction Area, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Deed Restriction Area to determine compliance with this Declaration of Restriction; (ii) enforcing this Declaration of Restriction; and (iii) taking any other action which may be necessary or appropriate.

The Town shall have the right to bring proceedings at law or equity against the Declarant and any other party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Deed Restriction Area adversely affected to its condition prior to said violation, after providing written notice to such party or parties and providing such party or parties the opportunity to remedy the violation.

6. **Severability.** If any court or other tribunal of competent jurisdiction determines that any provision of this Declaration of Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In

either case, the remaining provisions of this instrument shall remain in full force and effect.

7. **Non-Waiver.** Any election by the Town as to the manner and timing of its right to enforce this Declaration of Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
8. **Access.** The Declarant hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Deed Restriction Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Deed Restriction Area to determine compliance with or to enforce this Declaration of Restriction. The Declarant also grants to the Grantee, after written notice of a violation and failure of the Declarant to cure said violation within a reasonable time period, the right to enter the Deed Restriction Area for the purpose of taking any and all actions with respect to the Deed Restriction Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.
9. **Incorporation In to Deeds, Mortgages, Leases and Instruments of Transfer.** Declarant and Declarant's successors and assigns, including all subsequent owners of the Property and the Deed Restriction Area or portions thereof, shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property and the Deed Restriction Area or any portion thereof is conveyed. Any such deed, mortgage or other interest purporting to convey any portion of the Property and the Deed Restriction Area without including this Declaration of Restriction in full or by reference shall be deemed and taken to include said Declaration of Restriction in full even though said Declaration of Restriction is not expressly described or referenced therein.
10. **Recordation/Registration.** Declarant shall record and/or register this Declaration of Restriction with the appropriate Registry of Deeds and/or Land Registration Office before Declarant commences any work on the Property, as set forth more particularly in the Order of Conditions on Remand #MCC-004.
11. **Amendment and Release.** No amendment or release of this Declaration of Restriction shall be effective unless it has been approved in writing by the Town and said amendment or release has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

IN WITNESS WHEREOF, Calvin W. Colwell and Scott W. Colwell, as they are Trustees of Hoover Realty Trust, has caused these presents to be signed, acknowledged and delivered in its name and behalf this 16<sup>TH</sup> day of OCTOBER, 2024.


By: Scott W. Colwell, TRUSTEE  
Scott W. Colwell, Trustee of Hoover Realty Trust

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk County, ss. October 16, 2024

On this day before me, the undersigned notary public, personally appeared( name), proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Rachel M. Watsky  
Rachel M. Watsky Notary Public  
My Commission expires: October 10, 2025

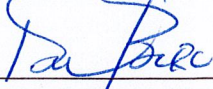
 **RACHEL M. WATSKY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 10, 2025



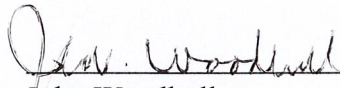
**ACCEPTANCE OF GRANT**

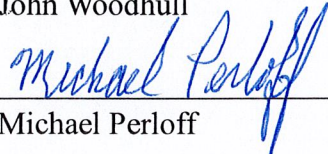
The above Deed Restriction was accepted by vote of approval on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Medfield Conservation Commission.

MEDFIELD CONSERVATION COMMISSION

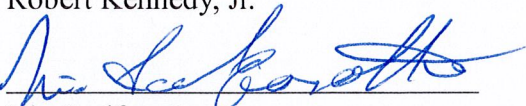
  
\_\_\_\_\_  
Deborah Bero, Chair

\_\_\_\_\_  
Catherine Scott

  
\_\_\_\_\_  
John Woodhull

  
\_\_\_\_\_  
Michael Perloff

\_\_\_\_\_  
Kirsten Poler

\_\_\_\_\_  
Robert Kennedy, Jr.  
  
\_\_\_\_\_  
Nic Scalfarotto

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as members of the Medfield Conservation Commission.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## APPROVAL OF GRANT OF RESTRICTION

We, the undersigned, being the majority of the Select Board of the Town of Medfield, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2024, the Select Board voted to approve the foregoing Declaration of Restriction from Calvin W. Colwell and Scott W. Colwell, as they are Trustees of the Hoover Realty Trust, to the Medfield Conservation Commission, as being in the public interest pursuant to G.L. c. 40, § 8C.

MEDFIELD SELECT BOARD

\_\_\_\_\_  
Olser Peterson

\_\_\_\_\_  
Eileen Murphy, Chair

\_\_\_\_\_  
Gus Murby

## COMMONWEALTH OF MASSACHUSETTS

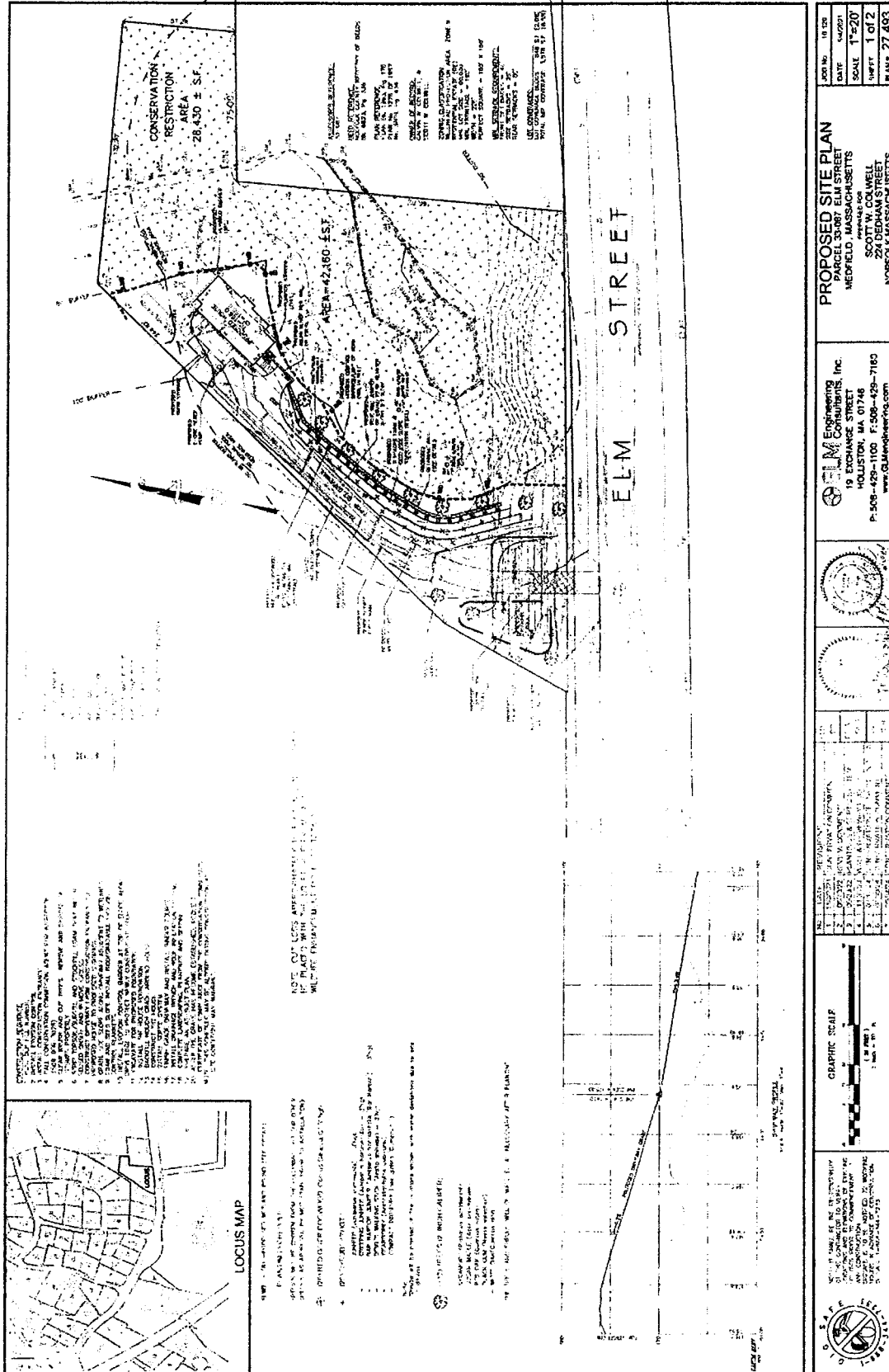
Norfolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Medfield.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**



## Request for lay down area for Eversource pole and reconductoring replacement work - Hospital Rd

5 messages

**Blandino, Jared M** <jared.blandino@eversource.com>

Wed, Oct 16, 2024 at 1:04 PM

To: "mgoulet@medfield.net" &lt;mgoulet@medfield.net&gt;

Cc: "fgervasio@medfield.net" &lt;fgervasio@medfield.net&gt;, "ktrierweiler@medfield.net" &lt;ktrierweiler@medfield.net&gt;

Good afternoon, Moe, Kristine, and Frank,

I was speaking with our overhead electric Sr. Supervisor this morning about Eversource's upcoming reconductoring and pole replacement project on Hospital Rd which includes 37 pole replacements and reconductoring work which is to feed the redevelopment of the state hospital. The replacement work is expected to begin within a couple weeks, and he asked if I could reach out to see if our contractor from Asplundh can use a lay down area close by? See attached photo for potential lay down areas in green - they will store poles and trucks there each day. We can meet on-site to discuss if needed as well.

Let me know when you get a minute or if you have any questions.

Thank you,

Jared

-----  
Jared M. Blandino

Community Relations, Specialist

247 Station Drive, Westwood, MA 02090

[Jared.Blandino@eversource.com](mailto:Jared.Blandino@eversource.com) <mailto:Jared.Blandino@eversource.com> | [www.eversource.com](http://www.eversource.com) <http://www.eversource.com/>

O: (508) 660-5205 | C: (617) 835-8836

[cid:image001.png@01DB1FCB.577773F0]

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### 2 attachments

**EVERSOURCE** image001.png  
3K



Hospital Rd - Eversource electric work.jpg  
349K

**Kristine Trierweiler** <ktrierweiler@medfield.net>

Wed, Oct 16, 2024 at 2:34 PM

To: "Blandino, Jared M" &lt;Jared.Blandino@eversource.com&gt;

Cc: "mgoulet@medfield.net" &lt;mgoulet@medfield.net&gt;, "fgervasio@medfield.net" &lt;fgervasio@medfield.net&gt;

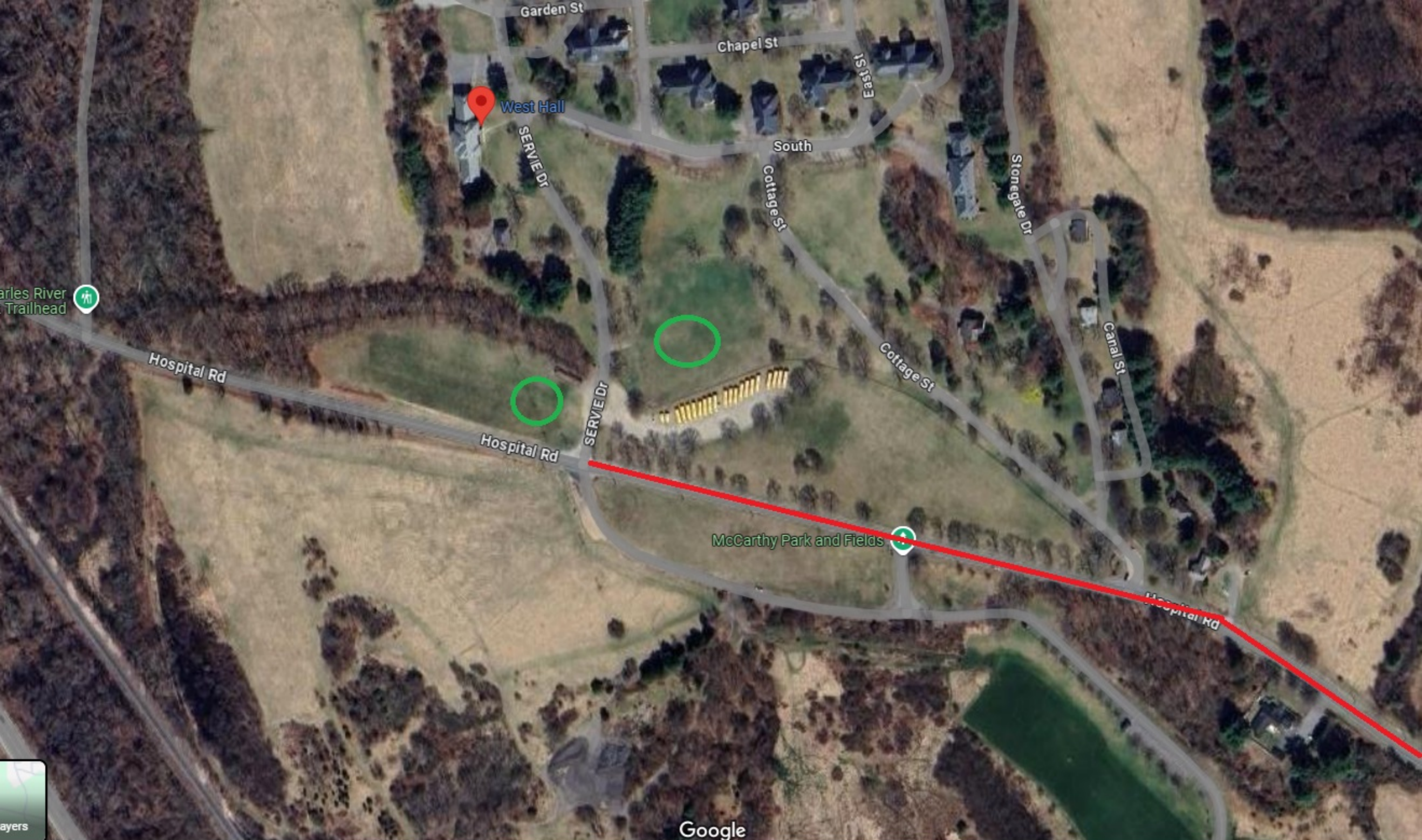
We will need to discuss with the select board and discuss insurance requirements.

Kristine Trierweiler

Town Administrator

Town of Medfield









**MIIA HEALTH BENEFITS TRUST**  
**Renewal Proposal 1/1/2025 - 12/31/2025**  
**Medfield**

MONTHLY CONTRIBUTION RATES				
PRODUCTS		CURRENT	RENEWAL	
		RATES	RATES	INCREASE
Medex 2	Medex 2	\$179.91	\$211.01	17.29%
	Blue Med Rx	\$180.45	\$223.08	23.62%
	Total	\$360.36	\$434.09	20.46%

Blue Medicare Rx rates represent PDP Option 26 (\$10/\$20/\$35 RX, 2x MO).

Renewal rates are based on continuing the current enrollment level.

**Please return signed renewal confirmation no later than 11/1/24.**

Signature for Acceptance of Rates	Title	Date
Print Name		



## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this **5th** of **November** in the year **Two Thousand and Twenty Four** between **Sole Source Restoration, LLC** with a usual place of business at **766 Pippin Orchard Rd., Cranston, RI 02921** 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 Proposal dated October 16, 2024 (Attachment A) as to scope of work, and pricing only and the Town of Medfield's Duct Cleaning Services IFB document dated 9/2/2024 (Attachment B). 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 clean the ductwork systems in accordance with the Town of Medfield's Duct Cleaning Services IFB inclusive of Addendums #1-3 at the Medfield Public Library, Council on Aging, Department of Public Works, and Public Safety Buildings as detailed in Contractor's Proposal and IFB documents.

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 \$62,988.00**

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 January 15th, 2025.**

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

5. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all 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 **\$62,988.00** 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



# **Town of Medfield**

*459 Main Street  
Medfield, MA 02052*

***INVITATION FOR BIDS (IFB)  
DUCT CLEANING SERVICES  
9/2/2024***

## OVERVIEW SUMMARY

Release Date	<b>September 2, 2024</b>
Bid Title	<b>Duct Cleaning Services</b>
Bid Number	<b>001</b>
Pre-Bid Meeting	A pre-bid conference will be held at 9:00 AM on Wednesday, September 18, 2024 at Medfield DPW: 55 North Meadows Rd., Medfield MA 02052
Questions Due	Questions are due by 5:00 PM on Friday, September 20, 2024. Questions are to be submitted via email to Ben: <a href="mailto:bjachowicz@medfield.net">bjachowicz@medfield.net</a>
Bids are Due	No later than Wednesday, October 2, 2024 at 12:00 PM. Late bids will not be accepted.



**LEGAL NOTICE**  
**Town of Medfield, MA**

**Duct Cleaning Services**

The Town of Medfield is accepting sealed bids for a **Duct Cleaning Services**. Copies of the Invitation for Bid (IFB) package will be available beginning **September 2, 2024**. Copies of the IFB can be obtained by emailing [bjachowicz@medfield.net](mailto:bjachowicz@medfield.net) and will be available until the submission deadline.

A pre-bid conference will be held at 9:00 AM on Wednesday September 18, 2024, at the Medfield DPW: 55 North Meadows Rd, Medfield MA 02052. Attendance is strongly encouraged but not required.

Sealed bids must be submitted no later than **12:00 PM on October 2, 2024**, to the Office of the Town Administrator:

***Attn: Kristine Trierweiler  
Medfield Town Hall - Second Floor  
459 Main Street  
Medfield MA, 02052***

LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after the submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

## INDEX

Description	Page
Overview Summary	2
Legal Notice	3
Index	4
Procurement in Brief	7

<b>PART 1 – GENERAL CONDITIONS AND REQUIREMENTS</b>	<b>9</b>
1. Intent 2. Quantities 3. General Contract Terms 4. Questions 5. Information about Changes to the Bid (Addenda) 6. Bid Deposits and Bonds 7. Minimum Wage Rates (Prevailing Wages) 8. Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work 9. Bid Modifications or Withdrawals 10. Premature Opening of a Bid 11. Unexpected Closure or Delays 12. Late Submissions 13. Rejection of Bids 14. Taxes 15. Public Records 16. Conflict of Interest 17. Other Notices 18. Pre-Bid Conference 19. Tie Breaker Rule 20. Contract Award 21. Submission Requirements	
<b>PART 2 – SCOPE OF SERVICES / PRODUCT SPECIFICATIONS</b>	<b>19</b>

<b>PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION</b>	<b>24</b>
1. Checklist 2. Bidder Information Response 3. Certificate of Good Faith 4. Certificate of Compliance with Massachusetts Tax Laws 5. Certificate of Authority 6. Professional Reference Form 7. Non-Submittal Response Form 8. Bid Price Form	
Appendices · Contract Agreement	<b>34</b>

## PROCUREMENT IN BRIEF

Primary Contact	<b>Ben Jachowicz, Project Manager</b> <a href="mailto:bjachowicz@medfield.net">bjachowicz@medfield.net</a> 508-359-8505 x 3369
Bid Package Available	<b>September 2, 2024 8:00 AM</b> - Information and details of bidding requirements may be obtained by emailing <a href="mailto:bjachowicz@medfield.net">bjachowicz@medfield.net</a>
Pre-Bid Meeting	A Pre-bid meeting will be held on <b>September 18, 2024 at 9:00 AM</b> in the DPW Conference Room: 55 North Meadows Rd, Medfield MA 02052
Bid Deposit	<b>Not Required</b>
Deadline for Written Questions	<b>September 20, 2024 12:00 PM</b>  By email: <a href="mailto:bjachowicz@medfield.net">bjachowicz@medfield.net</a>  <b>Questions are to be clearly labeled as:</b> <b>QUESTIONS - Duct Cleaning IFB</b>
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the bid package.
When and where bids are due	<b>Before 12:00 PM on October 2, 2024, Town Administrator's Office, Medfield Town Hall, Second Floor, 459 Main St., Medfield, MA 02052.</b>  <b>LATE BIDS WILL NOT BE CONSIDERED</b>
Where bids will be opened	<b>Town Hall, Second Floor, 459 Main St., Medfield, MA, 02052, immediately following submission deadline.</b>
Number of Required Paper Copies	<b>1 copy</b>
Contract Award	<b>Estimated October 18, 2024</b> Approval of Town Administrator, Town Counsel, and Select Board is REQUIRED

Contract Length	<b>This contract will commence October 21, 2024 and end January 15, 2025.</b>
-----------------	---

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms
<p>*Written inquiries must be sent prior to the above date and time deadlines. Any hand delivery received after the due date and time will not be addressed.</p> <p>Please allow enough time for hand delivery.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is canceled, whichever of (a), (b) or (c) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

# **PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS**

## **1.1 Intent**

The Town of Medfield is circulating this Invitation for Bids (IFB) with the intention of acquiring bids for Duct Cleaning Services. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Medfield reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening. The intention of this IFB is to provide services as needed.

## **1.2 Quantities**

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

## **1.3 General Contract Terms**

The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample Available Online). In accordance with Massachusetts General Laws, the contract continuation beyond the first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

## **1.4 Questions Regarding Bid**

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid

in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

## **1.5 Information about Changes to the Bid (Addenda)**

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be sent via email.

## **1.6 Bid Deposits, Bonds, Insurance, and Indemnification**

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

### Insurance

The bidder awarded a contract under this bid must provide proof of insurance in at least the minimum amounts required in the contract and when requested shall name the Town of Medfield as an additional insured for the amounts written.

The Bidder awarded a contract shall provide the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

### Indemnification



The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, Contractor, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

## **1.7 Prevailing Wages**

The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617) 727-3465.

## **1.8 Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work**

### Payment and Discount Terms

Payment terms for the Town of Medfield are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Prepayment is NOT allowed.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

### Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

## **1.9 Bid Modifications or Withdrawals**

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Administrator. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

## **1.10 Premature Opening of a Bid**

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

## **1.11 Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **the same time** on the next normal business day. Bids will be accepted at the same location until that date and time.

## **1.12 Late Submissions**

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

## **1.13 Rejection of Bids**

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes

a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package.
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to submit its bid to the required address on or before the specified submission deadline.
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

## **1.14 Taxes**

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

## **1.15 Public Records**

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a contractor in response to this Bid. Thus contractors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the contractor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

## **1.16 Conflict of Interest**

By execution of a contract with the Town of Medfield, the Bidder acknowledges that the Town of Medfield is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

## **1.17 Other Notices**

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

## **1.18 Pre-Bid Conference**

Refer to Procurement in Brief for details.

## **1.19 Tie Bid**

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Medfield Town Hall during regular business hours.

## **1.20 Contract Award**

**The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

The Town will review all bids and will award the contract to the lowest responsible and eligible bidder based upon the total bid price.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Administrator is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Medfield will mail or email the contract to be executed by the Bidder, who will return the required number of copies with the required insurances and bonds. The Town of Medfield will then counter sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

## 1.21 Submission Requirements Quality Requirements

- ☐ All bidders must furnish proof of a minimum of three (3) continuous years in business.
- ☐ **All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.**
- ☐ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

### **Submission Requirements**

1. The bid is to be submitted and addressed as follows:

*Town of Medfield  
Office of the Town Administrator  
459 Main St, Second Floor  
Medfield, MA 02052*

2. The bid is to be clearly marked: IFB - Duct Cleaning Services.
3. Bidder must acknowledge all addenda related to this IFB, if any.
4. Bidder must submit a completed **Bid Form A: Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.

5. Bidder must submit a completed **Bid Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid Form C: Authentication Form**.
7. Bidder must submit a signed **Bid Form D: Certificate of Good Faith**.
8. Bidder must submit a completed **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
10. Bidder must submit a completed **Bid Form F: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
11. Bids must be received, and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
12. A **Bid Deposit** is **NOT** required.
13. Delivery will be at the expense of the Bidder. Any and all damage that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

## **PART 2 – SCOPE OF SERVICES OR PRODUCT SPECIFICATIONS**

### **2.1 General**

The project is to clean the interior and exterior of all ducts and air handlers at the following Town buildings:

*Public Library (22,192 SF)  
468 Main Street  
Medfield, MA 02052*

*Council on Aging (7,810 SF)  
1 Ice House Road  
Medfield, MA 02052*

Costs are to be provided as **Alternates** for the following Town buildings:

*Public Safety (28,080 SF)  
112 North Street  
Medfield, MA 02052*

*Department of Public Works (38,873 SF)  
55 North Meadows Road  
Medfield, MA 02052*

This work may commence on October 21, 2024, and must be completed by January 15, 2024.

## **2.2 Site Maintenance and Inspection**

The selected contractor will be responsible for maintaining the work site in a safe and orderly fashion daily. The contractor is responsible for the proper securing of all items associated with the project.

## **2.3 Hours of Work**

Normal hours of work shall be between the hours of 3:00pm – 7:00am, Monday through Friday, unless otherwise specified. No work shall be performed on Saturdays, Sundays, Holidays, or any other times other than normal hours of work without express permission from the Town of Medfield. All work in this contract will be identified by the Town and shall be completed in accordance with Town Specification or as directed.

## **2.4 Supervision**

The contractor shall designate a project supervisor in writing upon a receipt of the awarded contract. Any change in supervision shall require the prior approval in writing of the Town Administrator or their designee. Failure of the contractor to comply with this requirement may result in the Town, after one written warning, and at its sole option, charging a penalty of \$200 per day until an approved project supervisor is on site. The project supervisor shall be present at each project during the execution of work. Once a project has begun, the contractor shall pursue and coordinate all work in a continuous and diligent manner until all work is completed, unless otherwise directed by the Town Administrator or their designee. Maintain enough person power on site each day to maintain the project schedule. Failure to comply with this requirement may result in a penalty of \$200 per business day for noncompliance as determined by the Town Administrator.

## **2.5 Specifications**

Condition of Space

At the end of each shift, the space being cleaned must be returned to its original condition. These spaces will be occupied daily after each shift. The contractor shall be responsible for any damage that occurs during the work and is responsible for making sure that the space is returned to its original condition.

All staging and equipment must be secured, and the area must be returned to its original state at the end of each shift.

### Requirements of Contractor

The cleaning of air conveyance systems at the above locations shall be performed by a member of the National Air Duct Cleaners Associations (NADCA).

The selected contractor shall perform a complete source removal duct cleaning in accordance with the latest edition of the NADCA standard ACR and ASHRAE standards.

This project shall be supervised at all times by a technician who has been certified by NADCA as an Air Systems Cleaning Specialist (ASCS). ***The contractor will submit the name and qualifying materials for the site supervisor which will be assigned to the project.***

The selected contractor will complete all of the following duties and abide by the following standards:

1. Clean all existing air handling units and roof top units located at the above locations. Components to be cleaned include supply and return plenums, filter sections, blowers, blower housings, and coils. All filter elements which require removal for cleaning will be properly reinstalled. All interior surfaces will be completely cleaned.
2. Clean supply and return ductwork associated with each system.
3. Clean existing exhaust systems, bathrooms, and general exhaust systems.
4. Remove, wash, and clean all supply vents, diffusers, return, and exhaust grilles throughout the building.
5. Turning vanes, splitters, and dampers will be cleaned as part of the HVAC system. Prior to moving dampers for cleaning, positions will be marked and recorded, then returned to the same after cleaning.
6. Isolation zone bags will be used to ensure no recontamination of previously cleaned ductwork.
7. Work will consist of using a push-pull extraction system utilizing HEPA filtration collection system (99.97% collection efficiency), compressed air, air powered rotary brush system, and direct contact to remove dirt, debris, and contaminants from the system.
8. To ensure complete source removal, access panels will be installed throughout systems in accordance with the latest edition of the NADCA standard (Installation of Service Openings in HVAC Systems). If the contractor finds any access panels that do not meet NADCA standards,



the contractor will provide access panels that meet NADCA standards at a per unit rate which will be provided by the contractor on the bid sheet. Ductmate access panels or equal as determined by the Town are to be used. Any sheet metal patches discovered during the project will be replaced with said panels, if possible, providing sheet metal patches are not too big.

9. All costs associated with the removal of any inline smoke sensors from service during the remediation process will be the responsibility of the selected contractor. The Department of Public Works will provide all necessary contract information for both contracted fire alarm service and local fire alarm service.

10. All work areas will be protected and left in a broom clean manner.

#### Information Services

The selected contractor may be called on to provide documents and materials to parents and other community members about the procedures and processes utilized for cleaning spaces. The selected contractor must be available for at least one public meeting prior to work beginning if called upon to do so.

#### Cleaning Assessment Reports

Detailed daily reports of project progress and work completed will be provided to the Town Administrator or their designee. Any and all defects in the air conveyance system will be noted and reported to the Director of Public Works or their designee.

#### Location Specific Details

Please review the equipment list for additional information. Plans must be requested by potential bidders by sending an email to [bjachowicz@medfield.net](mailto:bjachowicz@medfield.net).

<b>Public Library</b>	
<i>Item</i>	<i>Amount</i>
RTUs	8
EFs	3

<b>Council on Aging</b>	
<i>Item</i>	<i>Amount</i>
RTUs	2
MUAs	1
AHUs	7
EFs	5
GFs	1

<b>Public Safety Building</b>	
<i>Item</i>	<i>Amount</i>
AHUs	1
IUs	96
ERVs	1
EFs	9

<b>Department of Public Works</b>	
<i>Item</i>	<i>Amount</i>

AHUs	1
EFs	2
ERVs	5
ERWs	5

## PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

### Duct Cleaning Services

Company Name: Sole Source Restoration, LLC

- ☒ Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy.
- ☒ Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response form**.
- ☒ Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- ☒ Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- ☒ Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- ☒ Bidder has provided at least five (5) references on the **Bid Form F: Professional Reference Form** of which at least three are governmental units (municipal/county/regional district/state agency/special district).
- ☒ If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form G: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- ☒ Bidder acknowledged all addenda, if any

Addendum Number 1 dated 9/25/2024  
Addendum Number 2 dated 9/26/2024  
Addendum Number 3 dated 9/30/2024  
Addendum Number 4 dated \_\_\_\_\_  
Addendum Number 5 dated \_\_\_\_\_

## Bid Form A: Bid Sheet Duct Cleaning Services

### BASE BID: Duct Cleaning Services

Location	Cost for Cleaning	Schedule (in calendar days)
Public Library	\$ 13,550.00	2-3 Days
Council on Aging	\$ 11,913.00	2-3 Days

### ALTERNATES: Duct Cleaning Services

Location	Cost for Cleaning	Schedule (in calendar days)
Public Safety	\$ 28,875.00	5-7 Days
Dept. of Public Works	\$ 8,650.00	1-2 Days

Bidder Acknowledges Addenda #: 1, 2, & 3

Company Name: Sole Source Restoration, LLC

Number of Years in Business: 6 years

Address: 766 Pippin Orchard Rd, Cranston, RI 02921

Authorized Signature: 

Date: 9/30/2024

Printed Name & Title: Steven Kidd - Director of Operations

## **Bid Form B: Bidder Information Response Duct Cleaning Services**

Legal Name of the Bidder: Sole Source Restoration, LLC

Company Name: Sole Source Restoration, LLC

Company Address: 766 Pippin Orchard Rd

City State Zip: Cranston, RI 02921

Company Web Address: solesourcerestoration.com

Company Telephone: 401-712-2700 Company Fax Number: \_\_\_\_\_

State of Incorporation (Date): 2014

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

### **Company Contacts – Required**

**Individual submitting the bid:** (This is the individual who should sign the Certificate of Good Faith)

Name: Steven Kidd

Title: Director of Operations

Mailing Address: 766 Pippin Orchard Rd, Cranston, RI 02921

Telephone: 401-712-2700

Fax Number: \_\_\_\_\_

Email Address: solesourcerestoration@gmail.com

**Individual to be contacted about the bid:** (If different from the individual submitting the bid)

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

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Best Times to Contact: \_\_\_\_\_

**Individual authorized to contractually bind the company:** (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: Steven Kidd

Title: Director of Operations

Mailing Address: 766 Pippin Orchard Rd, Cranston, RI 02921

Telephone: 401-712-2700

Fax Number: \_\_\_\_\_

Email Address: solesourcerestoration@gmail.com

Best Times to Contact: 7am-5pm

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? "Yes" "No"
2. Is the Bidder prepared to provide insurances as required? "Yes" "No"
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) "Yes" "No"
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? "Yes" "No"
5. Is the Bidder prepared to execute the Town's contract, if awarded? "Yes" "No"

Signature of the Bidder: 

Printed Name and Title of Signatory: Sole Source Restoration, LLC

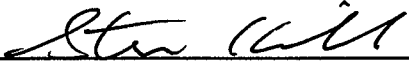
Date: 9/30/2024

## Bid Form C: Authentication Form Duct Cleaning Services

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: Sole Source Restoration, LLC

Address: 766 Pippin Orchard Rd., Cranston, RI 02921

Authorized Signature: 

Printed Name and Title: Steven Kidd - Director of Operations

Date: 9/30/2024 Phone Number: 401-712-2700

Fax Number: \_\_\_\_\_ Email: solesourcerestoration@gmail.com



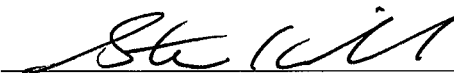
## Bid Form D: Certificate of Good Faith Duct Cleaning Services

### CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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

Signature of individual submitting the bid or proposal



Individual Full Name (Print/Type) Steven Kidd

Name of Business (Print/Type) Sole Source Restoration, LLC

Date 9/30/2024

Two Witnesses or Notary

\_\_\_\_\_  
Witness One Signature

\_\_\_\_\_  
Witness Two Signature

\_\_\_\_\_  
Witness One Full Name (Print/Type)

\_\_\_\_\_  
Witness Two Full Name (Print/Type)

\_\_\_\_\_  
Witness One Primary Address

\_\_\_\_\_  
Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared

\_\_\_\_\_(name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for \_\_\_\_\_, a partnership.
- as \_\_\_\_\_ for \_\_\_\_\_, a corporation.
- as an attorney in fact for \_\_\_\_\_, the principal.
- As \_\_\_\_\_ for \_\_\_\_\_, (a) (the) \_\_\_\_\_

\_\_\_\_\_  
(Official signature and seal of notary)

My commission expires: \_\_\_\_\_

## Bid Form E: Certificate of Compliance with Massachusetts Tax Laws Duct Cleaning Services

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor\* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*\*

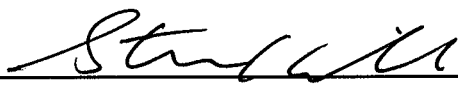
(1) Contractor: Sole Source Restoration, LLC Date: 9/30/2024

Print Name: Steven Kidd

Social Security Number: \_\_\_\_\_

Corporation, Association, or Partnership: LLC

Federal Tax ID Number or Social Security Number: 85-0881703

(2) By:  Date: 9/30/2024  
(Authorized Corporate Signature)

Name and Title: Steven Kidd - Director of Operations

Note to Contractor\*\*\*: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. ☒ has filed all tax returns and paid all taxes required by law; or

IFB - DUCT CLEANING SERVICES - MEDFIELD, MA

2. \_\_\_\_has filed a pending application for abatement of such tax; or
3. \_\_\_\_has a pending petition before the appellate tax board contesting such tax; or
4. \_\_\_\_\_does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership,

corporation, union, committee, club, or other organization, entity, or group of individuals.

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\*\* Approval of a contract or other agreement will not be granted until the Town of Medfield receives a signed copy of this Certification.

## Bid Form F: Professional References Duct Cleaning Services

Customer: Needham High School  
Mailing Address: 609 Webster St. Needham, MA 02492  
Period of Service (MM/YYYY): 8/7/2024 through 9/18/2024  
Is this a Municipal or other Governmental Unit?: Yes No  
Project Name: Duct Cleaning  
Primary Contact: Barry Dulong Title: Admin  
Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_  
Email: bdulong@needhamma.gov

Customer: Brockton Housing Authority  
Mailing Address: 45 Goodard Rd. Brockton, MA 02303  
Period of Service (MM/YYYY): 3/15/2024 through 3/29/2024  
Is this a Municipal or other Governmental Unit?: Yes No  
Project Name: Duct Cleaning  
Primary Contact: Vincent DeChristopher Title: Director of Facilities  
Telephone: 508-989-7148 Ext: \_\_\_\_\_  
Email: vinnied@brocktonha.com

Customer: Holyoke Charter School  
Mailing Address: 2200 Northampton St. Holyoke, MA 01040  
Period of Service (MM/YYYY): 2/8/2024 through 2/15/2024  
Is this a Municipal or other Governmental Unit?: Yes No  
Project Name: Duct Cleaning  
Primary Contact: Thomas Paquin Title: Director  
Telephone: 413-563-0002 Ext: \_\_\_\_\_  
Email: \_\_\_\_\_

Customer: Needham Middle School  
Mailing Address: 1330 Highland Rd. Needham, MA  
Period of Service (MM/YYYY): 7/2022 through 8/2022  
Is this a Municipal or other Governmental Unit?: Yes No  
Project Name: Duct Cleaning  
Primary Contact: Barry DuLong Title: Admin  
Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_  
Email: bdulong@needhamma.gov

Customer: Cranston Fire Department  
Mailing Address: 1155 Scituate Ave  
Period of Service (MM/YYYY): 9/2021 through 10/2021  
Is this a Municipal or other Governmental Unit?: Yes No  
Project Name: Duct Cleaning  
Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: 401-461-5000 Ext: \_\_\_\_\_  
Email: \_\_\_\_\_

**(A minimum of 5 references is required)**

# Bid Form G: Certificate of Authority Duct Cleaning Services

Complete Only If Applicable

1. I hereby certify that I am the Clerk/Secretary of Sole Source Restoration, LLC  
(insert full name of Corporation)
2. corporation, and that Steven Kidd  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected Director of Operations  
(insert the title of the officer in line 2)
4. of said corporation, and that on 9/30/2024  
(insert a date that is **ON OR BEFORE** the date the officer signed the contract and bonds. )

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. Steven Kidd the Director of Operations (insert  
name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: Marlon Rodriguez  
(Signature of Clerk or Secretary)

AFFIX CORPORATE  
SEAL HERE

7. Name: Marlon Rodriguez  
(Please print or type name in line 6)

8. Date: 9/30/2024  
(insert a date that is **ON OR AFTER** the date the officer signed the contract and bonds.)



The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



# SOLE SOURCE

Town of Medfield  
459 Main Street  
Medfield, MA 02052

To whom it may concern,

I submit herein a proposal for the **Town of Medfield – Duct Cleaning Services** solicitation for our proposed services to be performed under my direction. Any questions relating to any technical aspects of the proposal can be directed to my attention. Your consideration of our submission is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Kidd". The script is fluid and cursive, with the first name "Steven" and last name "Kidd" clearly distinguishable.

Steven Kidd

Director of Operations  
Sole Source Restoration, LLC,  
401-712-2700





# Town of Medfield

459 Main Street  
Medfield, MA 02052

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

## Duct Cleaning Services

### Requests for Information & Responses - Addendum #1

Dated 9/25/2024

This Addendum #1 contains the following clarification as to the hours of work, and RFI questions and answers #1-7

### Hours of Operation Amendment:

The **Public Library** work shall take place outside the hours of:

Monday	10 AM–6 PM
Tuesday	10 AM–8 PM
Wednesday	10 AM–6 PM
Thursday	10 AM–8 PM
Friday	10 AM–6 PM
Saturday	10 AM–5 PM
Sunday	12 PM–5 PM

The **Council on Aging** work shall take place outside the hours of:

Monday	9 AM–4 PM
Tuesday	9 AM–4 PM
Wednesday	9 AM–7 PM
Thursday	9 AM–4 PM
Friday	9 AM–1 PM
Saturday	10 AM–3 PM
Sunday	Closed

The **Department of Public Works** work shall take place outside the hours of:

Monday	7 AM–4 PM
Tuesday	7 AM–4 PM
Wednesday	7 AM–4 PM
Thursday	7 AM–4 PM
Friday	7 AM–4 PM
Saturday	Closed
Sunday	Closed

The **Public Safety Building** work shall need to be coordinated on an area by area basis as the facility is open 24 hours a day, 7 days a week.

### **Questions & Answers:**

1. Question: Since all bids must comply with the MGL Chapter 30B (M.G.L. c. 149, s. 44A), will a Massachusetts sheet metal license be required in order to cut into the ductwork and seal it after?

Answer: Yes, a Massachusetts sheet metal license will be required to cut & seal ductwork.

2. Question: Does the cleaning of the ductwork fall under MGL Chapter 149, Section 27B for prevailing wage OR does this apply to just the cutting of the access doors?

Answer: The entire scope of the project is applicable to prevailing wage requirements

3. Question: Are the air vacs at the public safety building included in the scope of work?

Answer: Yes, the air vacs are included as part of the scope of work

4. Question: Are the truck bays at the Fire Station & DPW included in the bid? If yes, are the truck exhausts to be cleaned as well?

Answer: Yes the truck bays at the DPW and Public Safety Building are to be included in the scope for their respective buildings. Truck exhausts are to be cleaned as well.

5. Question: Please confirm that we are to clean all exhaust, supply and return along with associated equipment from the point it enters the system and exits through registers and diffusers; except kitchen hood exhaust?

Answer: Correct

6. Question: Can we cut and patch the duct work or are we required to install access doors in ductwork? Access doors cost a lot more money.

Answer: Ductwork can be cut and patched in a neat and workmanlike manner as long as it is fully sealed and as long as it is not exposed ductwork. For exposed ductwork access panels should be installed.

7. Question: Do you have the current prevailing wage rates?

Answer: Prevailing wage rate sheet is attached - continue on to the next page.



# Town of Medfield

**459 Main Street  
Medfield, MA 02052**

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

**Duct Cleaning Services  
Question Clarification - Addendum #2  
Dated 9/26/2024**

*This Addendum #2 contains the following amendment to question #1 from Addendum #1:*

*A Massachusetts sheet metal license is not a requirement for this project. Bidders must follow the standards set forth in the National Air Duct Cleaners Association (NADCA) Assessment Cleaning and Restoration (ACR) 2021. As noted on page 18 of the IFB – The project shall be supervised at all times by a technician who has been certified by the NADCA as an Air Systems Cleaning Specialist (ASCS).*



# Town of Medfield

459 Main Street  
Medfield, MA 02052

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

## **Duct Cleaning Services**

### **Question Clarification - Addendum #3**

**Dated 9/30/2024**

*This Addendum #3 contains the following amendments:*

- 1. The bid opening date has been pushed out (14) calendar days. The new bid opening date is Wednesday, October 16, 2024 at 12:00 PM.*
- 2. This item is an amendment to Addendum #2: Bidders are required to follow all local, State, and Federal regulations in regards to the scope of work:*

*Preventative maintenance of sheet metal work with respect to commercial duct or air exhaust systems and parts may include visual inspections, cleaning, or oiling/greasing. This type of preventative maintenance work does not require a sheet metal license, or a sheet metal permit issued by the authority having jurisdiction.*

*However, the Board notes that any reinstallation, handling, dismantling, alteration or repair of previously installed sheet metal work that occurs during the course of preventative maintenance, as defined in M.G.L. c. 112, s. 237 and 271 CMR, would be considered sheet metal work that must be performed by licensed sheet metal workers with a sheet metal permit issued by the authority having jurisdiction.*

*An unlicensed worker or technician providing visual inspection, cleaning, or oiling and greasing who discovers during the course of preventative maintenance that sheet metal work is required to maintain the system must not perform sheet metal work. Those who perform sheet metal work without a license are subject to discipline from the Board pursuant to M.G.L. c. 112, §§ 65A and 237.*

*Authority: M.G.L. Chapter 112, Section 237; 271 CMR 2.00 et. seq.*

# MASSDOT STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a): <b>Legal Address:</b> (W-9, W-4, T&C): 459 MAIN ST MEDFIELD, MA, 02052 <b>Contract Manager:</b> Maurice Goulet <b>E-Mail:</b> mgoulet@medfield.net <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contractor Vendor Code:</b> VC6000191876 <b>Vendor Code Address ID</b> (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for <a href="#">EFT</a> payments.)	<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT <b>Business Mailing Address:</b> 10 Park Plaza, Room 6340, Boston, MA 02116 <b>Billing Address</b> (if different): <b>Contract Manager:</b> Lyris Liautaud, P.E. <b>E-Mail:</b> lyris.liautaud@dot.state.ma.us <b>Phone:</b> 857-202-1312 <b>Fax:</b> _____ <b>MMARS Doc ID(s):</b> INTF00X02025A0128649 <b>RFR/Procurement or Other ID Number:</b> 0 128649
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$_____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> <a href="#">MassDOT TERMS AND CONDITIONS</a> <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <b>\$500,000.00</b>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L.c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>This Agreement (Number 128649) is between MassDOT and the Town of Medfield which is participating in the Complete Streets Tier 3 Construction Agreement (Tier 3).</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>December 31</u> , 20 <u>26</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <a href="http://transnet/docs/ComApp/MassDOTTermsandConditions.doc">http://transnet/docs/ComApp/MassDOTTermsandConditions.doc</a> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____	<b>AUTHORIZING SIGNATURE FOR MassDOT:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____

# MASSDOT STANDARD CONTRACT FORM



## INSTRUCTIONS

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

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

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

## NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

## CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

**Amendment to Date, Scope or Budget.** Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the



# MASSDOT STANDARD CONTRACT FORM



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

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

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

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

## MASSDOT TERMS AND CONDITIONS

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

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT

payment cycle in accordance with the Bill Paying Policy.

Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

## ANTICIPATED START DATE

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

## CONTRACT END DATE

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

## CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

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

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.**



# MASSDOT STANDARD CONTRACT FORM



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

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

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

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of

# MASSDOT STANDARD CONTRACT FORM



which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

## **Protection of Commonwealth Data, Personal Data and Information.**

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

For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for

the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's [Terms and Conditions](#) or [IT Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

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

## **Federal And State Laws And Regulations Prohibiting Discrimination**

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

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

**Limitation of Liability.** Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of

# MASSDOT STANDARD CONTRACT FORM



\$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. **The terms of this Clarification may not be modified.**

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

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

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

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

## EXECUTIVE ORDERS

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

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

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

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

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

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





# Commonwealth of Massachusetts

## CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

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

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

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

Signature	Date
Print Name	Phone Number
Title	Email Address

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



# Town of Medfield Complete Streets Program Concepts



# Complete Streets Definition

## Complete Streets are for Everyone

A Complete Street is one that provides safe and accessible options for all travel modes – walking, biking, transit, and motorized vehicles – for people of all ages and abilities. (MassDOT)

# Complete Streets Program

## **Tier 1 – Complete Streets Training and Policy Development (Completed 3/14/22)**

- Develop comprehensive Complete Streets Policy to guide existing and future development practices
- Facilitate better pedestrian, bicycle, and transit travel for users of all ages and abilities
- Rolling submittal

## **Tier 2 – Complete Streets Prioritization Plan (Completed 7/12/23)**

- Determine Complete Streets needs and prioritize projects
- Must include at least 15 projects
- Preliminary cost estimates
- Round 1 April 1, 2024
- Round 2 September 1, 2024

## **Tier 3 – Project Construction Funding**

- Funding for Complete Streets infrastructure
- Enter Tier 3 after successful completion of Tier 1 and 2
- Up to **\$500,000** reimbursement for construction
- Round 1 May 1, 2024
- Round 2 October 1, 2024



# Tier 2 Prioritization Plan

## A Collaborative Effort

- Kickoff Meeting – Working Group
- Identify Town priorities, preferences & key focus areas
- Incorporate input from residents & stakeholders on known problem areas/issues
- Identify 15 projects or more

## Key Generators of Ped/Bicycle Traffic

- Schools
- Library
- Recreation areas/Parks/Preserves
- Shopping
- Bus Routes
- Senior Centers

## Evaluate Projects

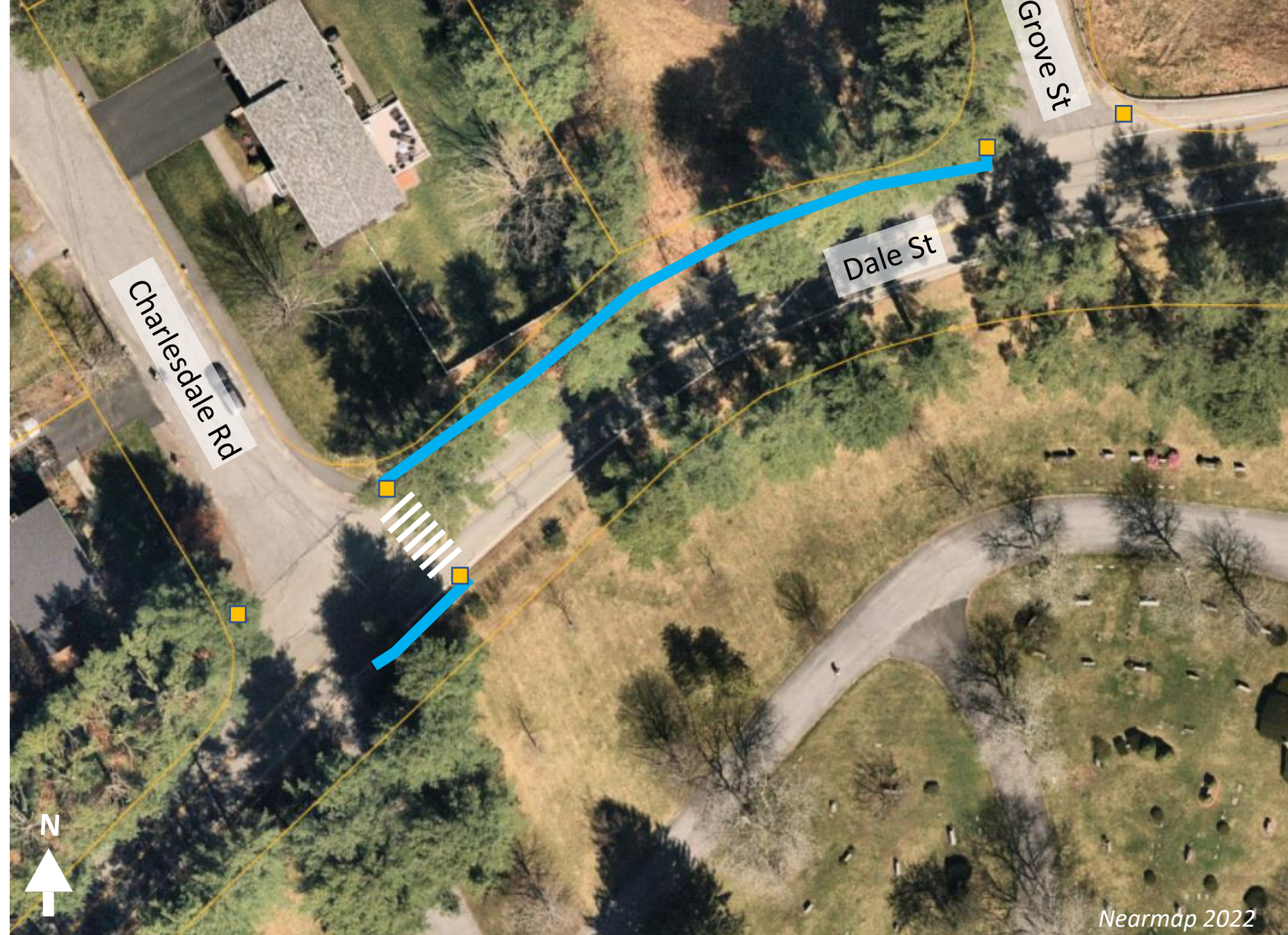
- Site visits
- Geometrics
- Traffic, pedestrian, bicycle volumes
- Crash evaluation
- Gap, connectivity analysis
- Safety issues
- ADA compliance
- MassDOT/MAPC data
- GIS mapping
- Concept sketches
- Preliminary cost estimates
- **Non-State roadways**

## Prioritization Plan

- Rank and Prioritize projects
- Project and Public Meetings

# Dale Street Sidewalk Grove to Charlesdale

- Connect neighborhood to existing sidewalk
- Improve accessibility for people with disabilities
- Improve visibility to cemetery
- Approximately 250 LF of 5-foot-wide asphalt sidewalk with asphalt berm.
- Cost estimate:  
**\$104,500**

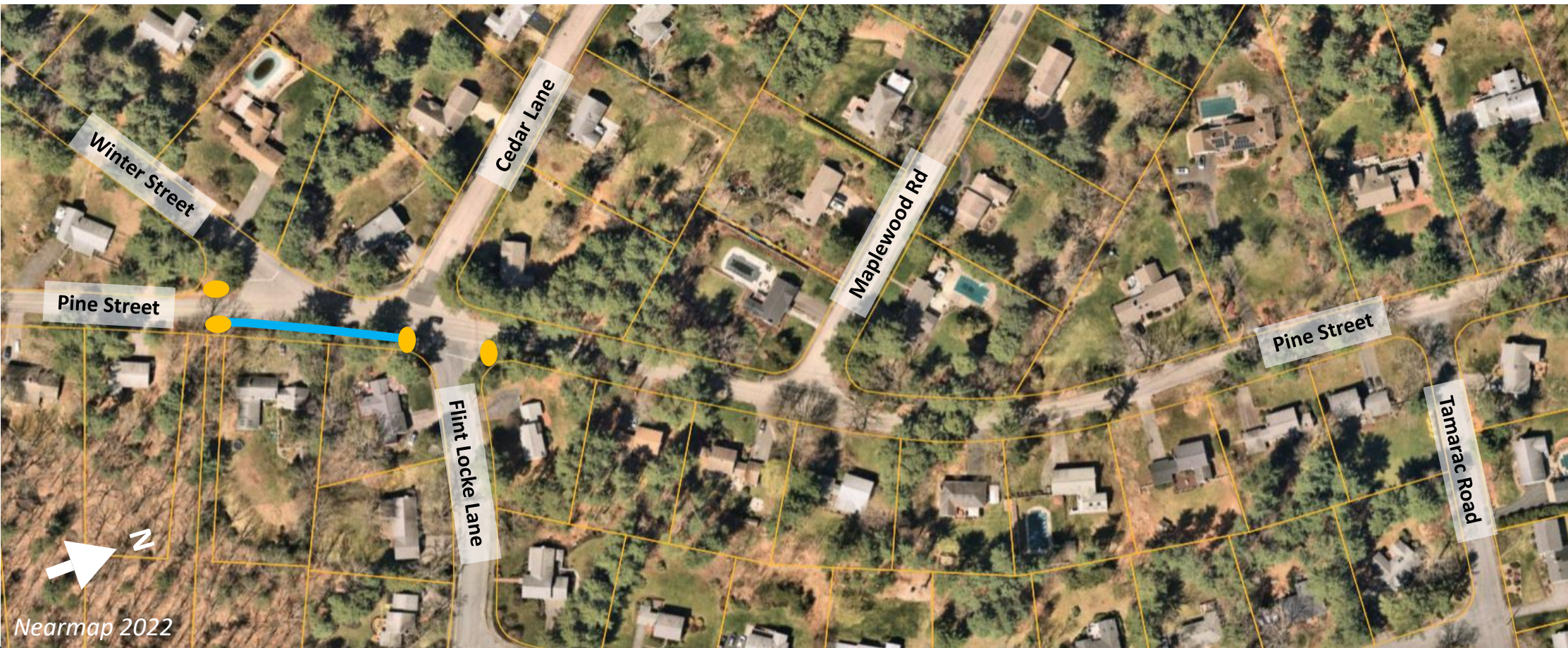


Nearmap 2022



# Pine Street Sidewalk (North)

- 5-foot sidewalk and ramps
- Connecting neighborhoods to North Street
- 5-foot-wide asphalt sidewalk with asphalt berm.
- Need to think about drainage





# Winter Street sidewalk

- Ramps and crosswalk improvement
- Connecting neighborhoods to North Street sidewalk
- Approximately 1,400 LF of 5-foot-wide asphalt sidewalk with asphalt berm.
- Cost estimate: **\$248,000**





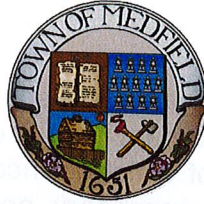
# Adams Street Sidewalk (West)

- Provides access to schools
- Approximately 1,500 LF of 5-foot-wide asphalt sidewalk with asphalt berm.
- Cost estimate: **\$190,000**

**\* TOTAL COST ESTIMATE FOR ALL 3  
PROPOSED PROJECTS: \$542,500**







**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,  
RE: MEDFIELD LANDFILL MONITORING FOR REGULATORY COMPLIANCE**

**CONTRACT # DPW 2024-16**

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

This Contract is made this 12th day of November 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 Environmental Partners Group LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Consultant").

**WITNESSED:**

Whereas, the Town requested a proposal for Landfill Monitoring for Regulatory Compliance, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

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

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, November 12, 2024 to Decemebr 31, 2025. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$37,900.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party Consultant or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Consultant's Standard of Care: The Consultant shall provide Landfill Monitoring for Regulatory Compliance Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations applicable to Landfill Monitoring for Regulatory Compliance.
9. Consultant's Personnel: Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.
- Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.
11. Independent Consultant: The Consultant is an independent Consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.



15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

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

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

(Consultant)

Medfield Select Board

By: 

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 Consultant by:

  
Print Name

President

Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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

Ryan J. Trahan, authorized signatory for  
name of signatory

Environmental Partners Group, LLC, whose  
name of Consultant

principal place of business is at 1900 Crown Colony Drive, Quincy, MA 02169,

Environmental Partners Group, LLC does hereby certify under the pains and penalties of perjury that  
name of Consultant has paid all

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

  
Signature

11-6-2024

Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Environmental Partners Group, LLC 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, Ryan J. Trahan 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 7-23-2021, 20\_\_.

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



# ATTACHMENT

A





October 18, 2024

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

**RE: Medfield Closed Landfill FY 2025 Landfill Monitoring and Reporting  
Scope of Work for Professional Engineering Services**

Dear Mr. Goulet,

Environmental Partners Group, LLC (Environmental Partners) is pleased to submit this proposed scope of services for professional engineering services to assist the Town of Medfield (Client) with the FY 2025 Medfield Closed Landfill Monitoring and Reporting. Environmental Partners developed the proposed scope of services based upon requirements of the Massachusetts Department of Environmental Protection (MassDEP) Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132. A summary of the scope of work, budget, and schedule is provided below.

## Scope of Work

Environmental Partners proposes the following scope of services to assist the Client with FY 2025 Medfield Closed Landfill Monitoring and Reporting, which are described in detail in the attached scope of services.

Task 1 – Groundwater and Surface Water Monitoring and Reporting

Task 2 – Landfill Gas Monitoring and Reporting

Task 3 – Groundwater and Surface Water Resampling

## Fee and Payment

Environmental Partners proposes to perform the indicated scope of services as previously described for a lump sum fee of **Thirty-Seven Nine Hundred Thousand Dollars (37,900)**.

Invoices will be issued to the Client on a monthly basis and will be based upon percentage complete per lump sum task identified above. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The amount will not be exceeded without written amendment between the Client and Environmental Partners.

## Project Schedule

Groundwater and surface water sampling will be performed in Fall 2024 and Spring 2025. Landfill gas monitoring will be performed quarterly (Fall 2024, Winter 2024, Spring 2025, and Summer 2025). A report will be submitted to MassDEP within 60 days following the sampling event.

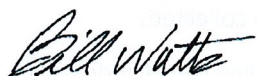
The proposed fee and effort are based upon Environmental Partners' best faith effort to fully understand the needs of this proposal. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Client and Environmental Partners. If project delays outside of Environmental Partners' control cause the completion date to extend substantially, additional compensation may be requested through a written amendment to account for additional coordination time.

## Acceptance

We look forward to working with you on this important project. We would be pleased to discuss the scope of services and proposal with you. If you find the proposed scope and fee acceptable, we can coordinate the preparation and execution of an Agreement. Environmental Partners is ready to begin work upon receipt of a notice to proceed or signed Agreement. Please feel free to contact us with any questions or concerns.

Sincerely,

Environmental Partners Group, LLC



Bill M. Watts  
Senior Project Scientist  
P: 617.657.0957  
E: [bmw@envpartners.com](mailto:bmw@envpartners.com)



Ann Marie Petricca, C.P.G.  
Project Manager  
P: 617.657.0299  
E: [amp@envpartners.com](mailto:amp@envpartners.com)

Attachment: FY 2025 Medfield Closed Landfill Monitoring and Reporting Scope of Services



# FY 2025 MEDFIELD CLOSED LANDFILL

## MONITORING AND REPORTING SCOPE OF WORK

Based on the Massachusetts Department of Environmental Protection (MassDEP) letter dated September 29, 2000 and the most recent groundwater, surface water, and landfill gas results, Environmental Partners Group, LLC (Environment Partners) has prepared the following scope of work to comply with the Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132 requirements for monitoring at the Medfield Closed Landfill through June 2025.

### TASK 1. GROUNDWATER AND SURFACE WATER MONITORING AND REPORTING

Under this task, two rounds of groundwater and surface water sampling will be conducted: one in Fall 2024 and one in Spring 2025. The sampling will be from ten groundwater monitoring wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, and MW-102D) and from two surface water locations (SW-1 and SW-2). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(l)(h), groundwater and surface water sampling will include those analytes specified in the regulations. Each well will be purged of a minimum of three well volumes before sampling. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the following analytes:

- Alkalinity
- Nitrate Nitrogen
- Total Dissolved Solids (TDS)
- Chloride
- Chemical Oxygen Demand (COD)
- Sulfate
- Manganese
- Iron
- Cyanide
- Volatile Organic Compounds (VOCs) by EPA Method 8260B
- Filtered Metals - Arsenic; Barium; Cadmium; Chromium; Copper; Lead; Mercury; Selenium; Silver; and Zinc
- 1,4-Dioxane (method detection limit of not greater than 0.3 µg/L)

Samples collected for metals analyses shall be filtered either in the field or by the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening

of temperature, pH, specific conductance, dissolved oxygen, and static water level. The sampler will also record the observed clarity, color, odor, and other appearance factors of the sample.

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be prepared on a quarterly basis to summarize the sampling results. This report will be submitted to MassDEP within 60 days following the monitoring event.

## TASK 2. LANDFILL GAS MONITORING AND REPORTING

In accordance with 310 CMR 19.132(4), under this task, 14 landfill gas probes (SG-101 through SG-111, and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis in Fall 2024, Winter 2024, Spring 2025, and Summer 2025.

The probes shall be screened for percent oxygen, VOCs, hydrogen sulfide (H<sub>2</sub>S), carbon dioxide (CO<sub>2</sub>), percent methane, and lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL at the landfill property boundary, the MassDEP regional office shall be notified within 24 hours of the reading.

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be prepared on a quarterly basis to summarize the sampling results. This report will be submitted to MassDEP within 60 days following the monitoring event.

## TASK 3. GROUNDWATER AND SURFACE WATER RESAMPLING AND REPORTING

MassDEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

*(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit; or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:*

- 1. notify the Department within 14 days of the finding; and*
- 2. collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Under this task, based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2024 and Spring 2025 sampling events, and that five sampling locations will be resampled for laboratory analysis for 1,4-dioxane, and that three sampling locations will be resampled for arsenic.



After the completion of the field resampling, results will be tabulated and analyzed. A letter report will be prepared to summarize the resampling results. This report will be submitted to MassDEP within 60 days following the monitoring event.

Environmental Partners has discussed with MassDEP whether the resampling could be eliminated from the monitoring program because resampling data has confirmed the detections of 1,4-dioxane and arsenic, but MassDEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If MassDEP relaxes the resampling requirement, then this task will not be performed, and the Town will not be invoiced for this work.

Environmental Partners will prepare a report summarizing the observations and recommended corrective actions to be taken and submit to MassDEP in accordance with 310 CMR 19.018(8)(c)2.

## ASSUMPTION AND LIMITATIONS

1. All groundwater monitoring wells are accessible and in good condition for use, and re-development of wells will not be necessary for suitable samples to be collected.
2. Groundwater monitoring well purge water will be disposed directly to the ground.
3. The scope of services includes all materials, equipment and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to MassDEP that will outline the activities performed and the results obtained. Environmental Partners will submit an electronic copy of the letter report to MassDEP via the EEA Compliance Reporting System and will provide an electronic copy of each report to the Town.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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).

<b>PRODUCER</b> Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	<b>CONTACT NAME:</b> John Kilgariff/Brianne Sullivan <b>PHONE (A/C No, Ext):</b> 215-701-5440 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> KILGARRIFF_UNIT@grahamco.com
<b>INSURED</b> Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Starr Surplus Lines Insurance Company <b>INSURER B:</b> Tokio Marine America Insurance Company <b>INSURER C:</b> Zurich-American Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 505191765**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	1000065707241	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$10,000 Comp <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$10,000 Coll		BAP 6393348-00	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000336571241	7/31/2024	7/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 6393347-00	7/31/2024	7/31/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		1000065707241	7/31/2024	7/31/2025	Per Claim / Agg \$1M / \$2M
A	Pollution Liability		1000065707241	7/31/2024	7/31/2025	Per Occ / Agg \$1M / \$2M
B	Contractors Equipment		CPP6411631-02	7/31/2024	7/31/2025	Leased/Rented Equip 325,000

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

Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631; Policy Period 7/31/2024 - 7/31/2025

Excess Policy - Berkley Specialty Excess Policy #SPE662905691; \$10,000,000 per occurrence Aggregate; Policy Period 7/31/2024 - 7/31/2025

Excess Policy - Hamilton Insurance Policy #ENVXSS461022; \$5,000,000 per occurrence/Aggregate; Policy Period 7/31/2024 - 7/31/2025

RE: Medfield Landfill O&amp;M 2025

Town of Medfield is additional insured on the above General Liability Liability Policy if required by written contract.

The above Excess Liability Policy provides coverage excess over the above General Liability, Auto Liability, and Employers Liability Policies.

**CERTIFICATE HOLDER****CANCELLATION**Town of Medfield  
Medfield Town House  
459 Main Street  
ATTN: Maurice Goulet  
Medfield, MA 02052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## RoadSafe Traffic Systems

600 Industrial Dr  
Halifax, MA 02338  
781-293-2100

## INVOICE

Invoice Date	Invoice No.
12/1/2024	00000000

Terms: NET 30

**TOWN OF MEDFIELD**  
BOBBY KENNEDY  
459 MAIN STREET  
MEDFIELD, MA 02052

**Job ID: 000262**  
HOLIDAY EVENT RENTAL - DPW  
MEDFIELD, MA

State Project No:

Federal Project No:

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#		
41109			1/1/2024 - 12/1/2024					
Date	Description		From - To	Qty	Days	Total Qty	Price	Total
11/29/24	----- RENTALS ----- TEMPORARY WATER BARRIER (6 FT. SECTIONS) WHITE		11/29 11/29	1	1	1	\$5,000.00	\$5,000.00

Note: The \* indicates taxable items.

**LUMP SUM PRICE FOR (QTY. 70) WATER BARRIERS  
FROM 11/29/24 THRU 12/2/24**

**Thank you for your business!**

<b>EQUIPMENT RENTAL TOTAL</b>	\$5,000.00
<b>SALES/ONE-TIME CHARGES</b>	\$0.00
<b>LABOR TOTAL</b>	\$0.00
<b>SUBTOTAL</b>	\$5,000.00
<b>SALES TAX (0%)</b>	\$0.00
<b>TOTAL CHARGES</b>	\$5,000.00
<b>PLEASE PAY THIS AMOUNT</b>	\$5,000.00

\*\*\* Job Not Complete \*\*\*



PC#: 0291  
1660 HYDE PARK AVE  
BOSTON, MA 02136 2458  
617-361-2700

**SUNBELT RENTALS, INC.**

Salesman: 029102 CROWLEY, DAVID (291  
Typed By: MSPORDER

**Job Site:**

HOILDAY ON THE COMMON  
555 MAIN ST  
CVS LOT  
MEDFIELD, MA 02052 2520  
C#: 508-906-3003 J#: 508-889-3956

**RESERVATION**

Contract #.. 160942395  
Contract dt. 10/17/24  
Date out.... 12/05/24 4:00 PM  
Est return.. 12/06/24 4:00 PM  
Job Loc..... 555 MAIN ST, MEDFIELD  
Job No..... 555MS  
P.O. #..... N/R  
Ordered By.. KENNEDY, BOBBY  
NET 30

Customer: 737721

MEDFIELD. TOWN OF  
459 MAIN STREET  
MEDFIELD, MA 02052

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
3.00	4000W NARROW VERTICAL MAST LIG 0120405 Air Reg#:	170.00	170.00	365.00	575.00	510.00
*** EQP MSG *** The following shift rates will apply: 8 Hrs/Day 40 Hrs/Wk = 1.0 x Rate 9-16 Hrs/Day 41-80 Hrs/Wk = 1.5 x Rate 17+ Hrs/Day 81+ Hrs/Wk = 2.0 x Rate Return lights to their stowed position after use. Additional charges may apply to stow lights upon pick-up. NOTICE: MASSACHUSETTS AND RHODE ISLAND EACH REQUIRE STATE ISSUED HOISTING LICENSES TO OPERATE ANY EQUIPMENT THAT CAN LIFT 10 FEET IN HEIGHT OR 500 POUNDS OR 1/4 YARD OF MATERIAL.						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	63.000			63.00
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	9.940			9.94
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
	DELIVERY CHARGE					180.00
	PICKUP CHARGE					180.00

\*\*\*\*\*

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
---	--	---

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.  
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.  
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.  
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.  
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.  
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \* Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).  
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.  
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.  
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature	Date	Name Printed	Delivered By	Date
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PC#: 0291  
1660 HYDE PARK AVE  
BOSTON, MA 02136 2458  
617-361-2700

**SUNBELT RENTALS, INC.**

Salesman: 029102 CROWLEY, DAVID (291  
Typed By: MSPORDER

**Job Site:**

HOILDAY ON THE COMMON  
555 MAIN ST  
CVS LOT  
MEDFIELD, MA 02052 2520  
C#: 508-906-3003 J#: 508-889-3956

**RESERVATION**

Contract #.. 160942395  
Contract dt. 10/17/24  
Date out.... 12/05/24 4:00 PM  
Est return.. 12/06/24 4:00 PM  
Job Loc..... 555 MAIN ST, MEDFIELD  
Job No..... 555MS  
P.O. #..... N/R  
Ordered By.. KENNEDY, BOBBY  
NET 30

Customer: 737721  
MEDFIELD. TOWN OF  
459 MAIN STREET  
MEDFIELD, MA 02052

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
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**SALES ITEMS:**

Qty	Item number	Unit	Price
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#### BOBBY 508-889-3956 ### """" Drop  
in rear parking lot to right of CVS ""

Sub-total: 942.94  
Total: 942.94

All amounts are in USD

\*\*\*\*\*

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \* Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date



## SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any time, location, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by a person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration encountered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the use; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF CAUSED BY THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to [insurancecertificates@sunbeltrentals.com](mailto:insurancecertificates@sunbeltrentals.com) evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental rates as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accident for which Customer has been charged the RPP fee. **THE EXCLUSION OF LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS REDUCED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period Identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see [www.sunbeltrentals.com/environmentalfees](http://www.sunbeltrentals.com/environmentalfees)) and (ix) Transportation Surcharge (see [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge)). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without any legal process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Fuel Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.bis.doc.gov](http://www.bis.doc.gov) for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at [www.sunbeltrentals.com/privacypolicy](http://www.sunbeltrentals.com/privacypolicy).

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in state, whichever is greater; and (b) the person has full authority to bind, execute and deliver this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.