



Select Board Meeting
Meeting Packet
August 12, 2025

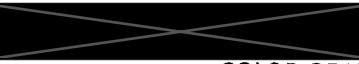
TOWN OF MEDFIELD
APPLICATION TO SOLICIT

DATE: 7/9/25

NAME: Dean Coen

HOME ADDRESS: 15 Martin St, Millbury MA 01587

TELEPHONE NO:  DATE OF BIRTH: 02/19/1992

SOCIAL SECURITY NO.  HEIGHT: 5'11" WEIGHT: 225lb
COLOR OF HAIR: Brown EYES: Blue

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2020 MAKE Acura PLATE NO. 1mc639 STATE MA

VEHICLE OWNER AND ADDRESS Dean Coen

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd Waltham MA 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on windows, Roof, Siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.
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Anthony Perez 10 arch pl Hawkhill mA 01832 1/15/99

Keaton Sullivan 288 Gravest, Newton MA 01666 8/13/04

Dom Whimsley 217 K St S. Boston 02127 10/29/95

Sara Fostler 22 Everett St Canton MA 1/14/03

Collin Trumper 75 Brahma Rd Apt 301 Boston MA 7/31/2002

Alison Cian 23 Lincoln pt rd, charlton MA 02139 01507 2/7/04

Lorraine Anderson 26 Beacon St, Burlington MA 01803 11/6/73

APPROVED / DISAPPROVED

DATE: _____

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7/9/25

NAME: Anthony Perez

HOME ADDRESS: 10 Arch Place, Haverhill, MA 01832

TELEPHONE NO:  DATE OF BIRTH: 01/15/1999

SOCIAL SECURITY NO.  HEIGHT: 6'0 WEIGHT: 165
COLOR OF HAIR: Blk EYES: Green

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2017 MAKE BMW PLATE NO. 4RARG1 STATE MA

VEHICLE OWNER AND ADDRESS Anthony Perez 10 Arch Place, Haverhill MA 01832

NAME OF BUSINESS: Power Home Remodeling Group

BUSINESS ADDRESS: 201 Jones Road, Waltham MA 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on Windows, Roofing, Siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of Permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

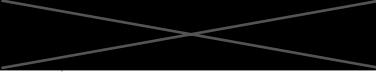
NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

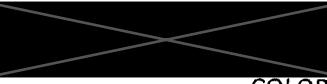
**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7/9/25

NAME: Dominic Walmsley

HOME ADDRESS: 217 K street South Boston MA 02127

TELEPHONE NO:  DATE OF BIRTH: 10/29/1995

SOCIAL SECURITY NO:  HEIGHT: 6'1 WEIGHT: 250
COLOR OF HAIR: black EYES: brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2017 MAKE Elantra PLATE NO. BK93462 STATE CT

VEHICLE OWNER AND ADDRESS: Dominic Walmsley/217 K St Boston MA 02127

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones rd Waltham MA 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on roofs, windows, siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of Permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

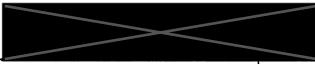
NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7-9-25

NAME: Collin Trumper

HOME ADDRESS: 75 Brainerd Rd. APT 301 Boston MA 02134

TELEPHONE NO:  DATE OF BIRTH: 07-31-2002

SOCIAL SECURITY NO.  HEIGHT: 6'0" WEIGHT: 160
COLOR OF HAIR: Blonde EYES: Blue

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE 

VEHICLE: YEAR 25 MAKE Honda PLATE NO. 842 JFH STATE ME

VEHICLE OWNER AND ADDRESS Collin Trumper 75 Brainerd Rd APT 301

NAME OF BUSINESS: Brown Home Recording

BUSINESS ADDRESS: 201 Jones Rd

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimate

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

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Article IV, Police Regulations
Section 21 Solicitation

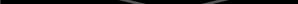
**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 01/09/2023

NAME: Kersten Sultana

HOME ADDRESS: 288 Grove St, Norden, NSW 2468

TELEPHONE NO: _____ DATE OF BIRTH: 08/13/2004

SOCIAL SECURITY NO  HEIGHT: 5'10 WEIGHT: 180
COLOR OF HAIR: blonde EYES: blue

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: _____

VEHICLE: YEAR _____ MAKE _____ PLATE NO. _____ STATE _____

VEHICLE OWNER AND ADDRESS Kenton Sullivan 288 Jerome St., Kenton, OH 44646

NAME OF BUSINESS: Pen's Blue Devotion

BUSINESS ADDRESS: 261 jeans rd

NATURE OF BUSINESS AND GOODS TO BE SOLD: Home Recording

IF APPLICABLE, STATE PERMIT NO: N/A

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

APPROVED / DISAPPROVED

DATE: 07/09/2025

BOARD OF SELECTMEN

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7/19/25

NAME: Alison Cianci

HOME ADDRESS: 23 Lincoln Point Rd, Charlton, MA, 01507

TELEPHONE NO.  DATE OF BIRTH: 02/07/04

SOCIAL SECURITY NO.  HEIGHT: 5'3" WEIGHT: 140
COLOR OF HAIR: brown EYES: brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2009 MAKE Honda CRV PLATE NO. 4YKR 15 STATE MA

VEHICLE OWNER AND ADDRESS Noreen Cianci 23 Lincoln Point Rd

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd, Waltham, MA, 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: windows, siding, roofing

IF APPLICABLE, STATE PERMIT NO.: _____

REQUESTED LENGTH OF TIME TO SOLICIT: duration of permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

APPROVED / DISAPPROVED

DATE: _____

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7/9

NAME: Jaw Fester

HOME ADDRESS: 22 Everett St Canton MA 02021

TELEPHONE NO. XXXXXXXXXX DATE OF BIRTH: 01/14/2003

SOCIAL SECURITY NO. XXXXXXXXXX HEIGHT: 5'11 WEIGHT: 165
COLOR OF HAIR: Brown EYES: Brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: XXXXXXXXXX

VEHICLE: YEAR 2019 MAKE Audi PLATE NO. 9K2574 STATE MA

VEHICLE OWNER AND ADDRESS Jimmie Fester 22 Everett St

NAME OF BUSINESS: Power Home Remodeling

BUSINESS ADDRESS: 201 Jones Rd

NATURE OF BUSINESS AND GOODS TO BE SOLD: Windows, Siding, Roof

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of Permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.

**TOWN OF MEDFIELD
APPLICATION TO SOLICIT**

DATE: 7/16/2025

NAME: Lorraine Anderson

HOME ADDRESS: 26 Beacon Street Burlington MA 01803

TELEPHONE NO:  DATE OF BIRTH: 11/06/73

SOCIAL SECURITY NO  HEIGHT: 5 ft 10' WEIGHT: 120
COLOR OF HAIR: Dark Brown EYES: D. Brown

DRIVER'S LICENSE NO., STATE, EXPIRATION DATE: 

VEHICLE: YEAR 2025 MAKE Hyundai PLATE NO. _____ STATE GA

VEHICLE OWNER AND ADDRESS Same

NAME OF BUSINESS: Power Home Remodeling Group

BUSINESS ADDRESS: 201 Jones Rd, Waltham MA 02451

NATURE OF BUSINESS AND GOODS TO BE SOLD: Free Estimates on windows, Roofing, Siding

IF APPLICABLE, STATE PERMIT NO: _____

REQUESTED LENGTH OF TIME TO SOLICIT: Duration of Permit

LIST ANY OTHERS WHO WILL SOLICIT IN MEDFIELD AS PART OF THIS APPLICATION:

NAME	ADDRESS	DATE OF BIRTH	SOCIAL SECURITY NO.
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Dean Coen 15 Martin St Millbury 02119/1992 
MA 01527

APPROVED / DISAPPROVED

DATE: _____

Proposal to Install Historical Marker to Commemorate King Philip's War

Subject: Installation of "Medfield in King Philip's War" Historical Marker

Submitted to: Medfield Select Board

Submitted by: Joe Opiela, Medfield Historical Society

Date: August 12, 2025

This is to follow up on the information provided to the Select Board on May 20. This memo states the planned specific copy and location for the Historical Marker to commemorate the King Philip's War event in Medfield on February 21, 1676.

The copy is authored by Richard DeSorgher. There has been several rounds of revision and consultation about the copy with indigenous persons, a prominent King Philip War historian, and the board of the Medfield Historical Society.

Marker Copy

Top of Marker: Medfield Town Seal

Heading 1: Medfield in King Philip's War

Heading 2: February 21, 1676

The raid on Medfield during King Philip's War was one of many by Native Americans to regain ancestral land and save their way of life. Before dawn on this date, several hundred Native warriors led by Nashaway Sachem Monoco moved silently into Medfield. Many residents had already sought refuge in five garrisons. About 75 armed inhabitants and 125 soldiers defended the town. After a morning of fierce fighting, a cannon fired near this spot to warn Dedham of the raid prompted the Native forces to withdraw across the Charles River. Thirty-two houses and two mills had been burned. Seventeen English and an unknown number of Natives were killed on this, the most significant day in Medfield history.

Acknowledgement: Medfield Historical Society

(Please note the marker copy is subject to possible slight modifications due to spacing issues and potential additional feedback.)

Marker Placement

I met with the Sign Advisory Board at their June 3 meeting. Different placements for the marker that were suggested at the May 20 Select Board meeting were discussed. The location recommended by Sign Advisory Board members was where the present "Meeting House Pond" sign is located next to the pond on North Street. There was a consensus that placement there was most desirable due to the proximity of regular

vehicular and pedestrian traffic. This location also allows for a placement perpendicular to the sidewalk so the sign can be read by passers-by from either direction. The location is supported by Richard and members of the Historical Society as the best possibility.

It is proposed that the present Meeting House Pond sign be relocated to the left of the garden at the corner of Frairy and North Streets.

Note that, according to a property map, the current Meeting House Pond sign is on the property of First Parish Church. David Temple, a member of the Church's Executive Board, is coordinating permission for the placement. The relocated Meeting House Pond sign will be on town property.

Marker Details

Size: 30 inches tall by 24 inches wide with town seal top middle.

Copy: The copy will be identical on both sides of the marker in order to be read from either direction which is typical of historical markers.

Colors: Black borders and lettering. Gray/silver background. These colors are intended to match the colors used for the Peak House historical marker and other markers around Massachusetts placed in 1930.

Example of Planned Marker: [SizeStyleExample](#)

Post: Sign will be affixed to a 7 foot tall aluminum post provided by the vendor. The post hole will be three feet deep, anchored in concrete, and the sign will be affixed to the top of the post four feet above the ground.

QR Code: A QR code linking to additional information about the event and its context will be affixed to the pole. Copy to be provided by Richard DeSorgher.

Vendor: Sewah Studios. More information about their business and details of their work is at <https://sewahstudios.com>. Sewah is the biggest producer of historical markers in the Eastern US. They have produced all the markers for the state of New Hampshire and other eastern states and recently produced the Oak Grove Farm marker for Millis.

Cost: Approximately \$3500 payable on completion of the marker. Cost will be supported by private donations and contributions from the Medfield Historical Society and Medfield Historical Commission.

Delivery: Sewah Studios says it will take about 20 weeks to manufacture the sign due to a backlog of orders. The plan is to order the marker by September 1 with delivery in February 2026.

Timing of Installation: Sometime in spring 2026 to coincide with the 350th anniversary of the event. To be coordinated with other “Medfield 375” activities. Unveiling ceremony anticipated with local publicity.

Request for “Vector File” of Town Seal

We will need to provide Sewah Studios with a “vector file” of the town seal. The seal can be rendered in color or black and gray/silver—the colors of the sign. Decision TBD. No additional charge for color.

Request for Installation Support from the Town

We are asking for assistance from the Town for the installation of the marker. Is it possible that personnel from DPW can dig the hole, pour the cement, and place the marker? In addition, the present Meeting House Pond sign would need to be relocated to the right of the garden at the corner of Frairy and North Streets.

Thank you for your assistance in this effort to more visibly and permanently commemorate an important date and event in Medfield’s history.

Joe Opiela, 22 Lee Road

Medfield Historical Society and Medfield Historical Commission

Summary Bellforge GC Selection

After hosting four site visits for Contractors and sub-contractors, Bellforge received four bids from pre-qualified General Contractors on its historic preservation project and opted to pursue additional information and costs from Kaplan and Delphi, with in-person interviews conducted with each team on Aug. 5.

Delphi has been selected as our preferred GC. Based on their bid and the non-program related value engineering options presented for potential cost savings, their budget range is \$23,917,700 - \$25,552,300. The overall budget estimate for this project is \$30M to include soft costs of architectural, engineering, project management and legal fees. To date, Bellforge has spent \$2,286,771 on these related services.

Delphi Construction is based in Waltham and has over 30 years experience delivering on projects for non-profits, healthcare, educational/institutional, corporate and religious clients, among others. Delphi is a multi-market construction leader with \$100M+ in annual revenue and a bonding capacity of \$180M. Delphi is a known entity to our Owners Project Manager having completed one project with Ray, and another one is underway with him.

Delphi's approach to the Bellforge project is to include the lowest cost/most qualified subcontractor in each trade. They had several instances of lower cost subs who either are not able to meet their prequalification standards, have performed poorly on past projects, or are better suited to non-historical work, such as housing or office buildings. (One example: Delphi would not want a Drywall subcontractor working the plaster or historic plaster details – they have included a plaster firm that specializes in this type of work). Other trades such as window repair, slate roofing and repair, wall panels and both the 3-coat plaster and historic plaster have been similarly addressed. In each instance Delphi has included the “qualified lowest bidder” and not the lowest price available in the marketplace.

Bellforge is working with MA Development on a tax-exempt bond financing loan of up to \$18M (though we anticipate needing only \$14M) and will pursue banks for preliminary term sheets once MA Development meets about this project on Aug. 14.

July 22, 2025

Town of Medfield
459 Main Street
Medfield, MA 02052

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

**Reference: Environmental Consulting Services
Medfield State Hospital – Paint Shop Building
1 Stonegate Drive
Medfield, Massachusetts
VERTEX Proposal # P.003732.25**

Dear Ms. Trierweiler:

The Vertex Companies, LLC. (VERTEX) is pleased to present this proposal for professional services associated with conducting an Asbestos Containing Materials (ACMs) Survey at the above-referenced site building (the Site). The purpose of the work is to: 1) conduct an asbestos-containing materials survey of the site building for input into abatement and demolition scopes of work; 2) prepare abatement summary report with cost estimates.

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

1.0 PROJECT WORK SCOPE

Task 1 – Pre-Demolition Inspectional Services

VERTEX understands that the Site Building is proposed for demolition. The proposed pre-demolition survey will be conducted to identify ACMs which will be required to be removed/abated in accordance with local, Commonwealth and Federal regulations prior to the demolition activities. A Massachusetts Division of Labor Standards certified Asbestos Inspector(s) will conduct the building survey to satisfy the inspection requirements of 40 CFR Part 61.

The Project Work Scope components are addressed in the following tasks.

1.1 Asbestos Containing Material Inspection Services

VERTEX will perform an inspection of accessible interior and exterior areas of the Site Building to record the type, quantity and condition of the suspect ACM present in the survey area.

VERTEX will collect representative bulk samples of the suspect ACMs identified during the survey. The numbers of samples which may be collected will be based in part on the EPA Asbestos Hazard Emergency Response Act (AHERA) regulations. VERTEX anticipates the collection of approximately **fifty (50) bulk material samples**. However, analytical costs will reflect the actual number of bulk samples collected and analyzed. Additional sample analysis, if needed, will be billed at an additional cost based on the requested laboratory turn-around-time.

Collected suspect bulk samples will be submitted under a chain-of-custody to an American Industrial Hygiene Association (AIHA) and National Voluntary Laboratory Accreditation Program (NVLAP) accredited and federal and state licensed laboratory for Polarized Light Microscopy with Dispersion Staining (PLM/DS) analysis in accordance with the Environmental Protection Agency (EPA) "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA-600/4-82-020). Analysis will be performed under a standard **96-hour turnaround time**.

1.2 Regulated/Miscellaneous Hazardous Materials Survey

VERTEX will conduct visual inspections to identify potential Regulated Materials (other than suspect ACMs) throughout the interior and exterior of the site building. The Regulated Materials Survey will consist of a **visual inspection** for evidence of the following (but not limited to): **PCB-containing light ballast's, PCB-containing oils, fluorescent light bulbs, mercury switches, refrigerants, ozone-depleting substances, batteries, and containerized waste**. This proposal does not include collection and analysis of the potential regulated materials identified.

The information collected will include the type of material, container type/size, and the approximate quantity of the material. The documented Regulated Materials and quantities of such will be recorded in Chart form for the site building. Materials will be identified for the purpose of removal prior to scheduled renovation activities and cost estimates will be developed for the removal of confirmed regulated materials found.

1.3 Paint Chip Sampling and Analysis for Lead

VERTEX will inspect the interior/exterior of the site buildings to document and collect paint chip samples from different colored painted surfaces for lead analysis. For budgetary purposes, VERTEX proposes collecting up to **four (4) paint chip samples** for analysis. The collected paint chip samples will be submitted under a chain-of-custody to a Massachusetts licensed laboratory for lead analysis (EPA SW-846-3050B/7420). Analysis will be performed under a standard **96-hour turnaround time**. Analytical costs will reflect the actual number of paint chip samples collected and analyzed.

1.4 Pre-Demolition Survey Report Preparation

Upon completion of Limited ACM Survey activities, VERTEX will prepare a survey report summarizing the work completed and findings for the Site Building. VERTEX's report will include an inventory of ACMs, laboratory results and locations of ACMs. VERTEX's final report will also include table quantifying ACMs. The report will enable the Town of Medfield to make informed decisions surrounding these materials within the building such as planning and budgeting projections.

Task 2 – Senior Consulting Services

If requested, VERTEX can also provide any additional senior consulting services for additional environmental consulting work requested by the client that is not already included in the above scope of work. Senior consulting services include but are not limited to, development assistance, strategic planning, preparation of interim tables, reports, and figures, meetings, teleconferences and/or email communications and coordination, requests for information and other project management activities.

2.0 ADDITIONAL SERVICES

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

- Asbestos and/or Hazardous Materials Abatement/Removal Specification Preparation;
- Asbestos and/or Hazardous Materials abatement/removal and/or disposal;
- Asbestos Abatement Project Monitoring and/or Clearance Sampling;
- Any other service not specifically outlined in Sections 1.0 of this proposal.

3.0 SCHEDULE

VERTEX understands the need for timely completion of the project and is prepared to commence work upon receipt of the Project Work Authorization.

4.0 FEE FOR SERVICES

VERTEX will complete Task 1.0 Fixed Price and Unit Cost basis, as detailed in the following table. Based on the Unit Cost assumptions provided above, the scope is estimated to be approximately **Five-Thousand Six-Hundred Ten Dollars (\$5,610.00)**.

Task 2.0: Senior Consulting Services can be provided, as needed, on a time and material (T&M) basis in accordance with the attached rate sheet. Costs will not exceed **\$1,000.00** without prior approval.

TASK 1 – PRE-DEMOLITION INSPECTION SERVICES	ESTIMATED COST
Inspection Labor / Project Management / Expendables	\$2,080.00
Unit Cost Bulk Asbestos Sample Analysis 50 samples @\$12/sample ¹	\$600.00
Unit Cost Paint Chip Samples Lead Analysis (4 samples @ \$15/sample) ¹	\$60.00
Survey Report	\$870.00
Allied Environmental Labor & Supplies	\$2,000.00
Subtotal Pre-Demolition Survey and Report Preparation	\$5,610.00
Task 2 – Senior Consulting Services	\$1,000.00

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

5.0 TERMS AND CONDITIONS

This project will be conducted in accordance with the established Terms and Conditions. The price presented in this Proposal shall be valid for 45 days from the date of this proposal.

6.0 LIMITATIONS

VERTEX will attempt to identify ACMs in high probability representative locations at the site buildings. However, ACMs may be present in areas not assessed. In particular, VERTEX will not be held responsible for asbestos hidden beneath other construction materials that are not easily accessed during the inspections.

7.0 PROJECT AUTHORIZATION

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

Sincerely,

The Vertex Companies, LLC



Jeremy Kent
Senior Project Manager



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

PROJECT WORK AUTHORIZATIONDescription of Services: Environmental Consulting ServicesProject Location: Medfield State Hospital – Paint Shop Building
Medfield, MassachusettsProposal No. and Date: P.003732.25R1 July 22, 2025

Cost:

TASK 1 – PRE-DEMOLITION INSPECTION SERVICES	ESTIMATED COST
Inspection Labor / Project Management / Expendables	\$2,080.00
Unit Cost Bulk Asbestos Sample Analysis 50 samples @\$12/sample ¹	\$600.00
Unit Cost Paint Chip Samples Lead Analysis (4 samples @ \$15/sample) ¹	\$60.00
Survey Report	\$870.00
Allied Environmental Labor & Supplies	\$2,000.00
Subtotal Pre-Demolition Survey and Report Preparation	\$5,610.00
Task 2 – Senior Consulting Services	\$1,000.00

CHARGE INVOICES TO THE ACCOUNT OF:

Client: Town of MedfieldAddress: 459 Main Street
Medfield, MA 02052Phone: Email: (508) 906-3012 ; bfranklin@medfield.netFEE FOR SERVICES ACCEPTED BY: _____ Date: _____
Ms. Kristine Trierweiler

PAYMENT TERMS:

Invoices for completed work will be issued by the calendar month for continuous or extended projects unless otherwise agreed. Payment is net thirty days on remaining costs after an initial 50% of labor cost is received.

FOR APPROVAL OF CHARGES:

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

Firm: _____

Address: _____

Attn: _____ Phone: _____

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

Search this area

"Paint Shop"
proposed abatement
testing

Bldg. 13

Bldg. 13

Bldg. 11

Bldg. 12

Bldg. 14

P

Medfield State
Hospital Parking...

Field St

West St

North St

Field St

North St

East St

Tower

East St

Tower

Google

**MUTUAL TERMINATION OF INTER-MUNICIPAL AGREEMENT FOR THE CREATION
AND MAINTENANCE OF THE SWAP/TRIC SHARED HOUSING SERVICES OFFICE**

WHEREAS, the Towns of Hopkinton, Medfield, Milton, Norwood, Randolph, and Sharon previously entered into the Inter-Municipal Agreement for the Creation and Maintenance of the SWAP/TRIC Shared Housing Services Office (the “Agreement”);

WHEREAS, the Town of Randolph has terminated its participation in the Agreement;

WHEREAS, the Towns of Hopkinton, Medfield, Milton, Norwood, and Sharon wish to enter into a new, similar Agreement and to add the Town of Medway to such an Agreement;

NOW, THEREFORE, the Towns of Hopkinton, Medfield, Milton, Norwood, and Sharon terminate the Agreement by mutual consent, with no further recourse to any party, said termination to be effective upon the execution of a new Inter-Municipal Agreement for the Creation and Maintenance of the SWAP/TRIC Shared Housing Services Office that includes the Town of Medway.

As duly authorized:

Hopkinton
Dated:

Medfield
Dated:

Milton
Dated:

Norwood
Dated:

Sharon
Dated:

INTER-MUNICIPAL AGREEMENT FOR THE CREATION AND MAINTENANCE OF
THE SWAP/TRIC SHARED HOUSING SERVICES OFFICE

THIS AGREEMENT is entered into by and between the Towns of Hopkinton, Medfield, Medway, Milton, Norwood, and Sharon, hereafter referred to collectively as the "Municipalities," this ____ day of _____ 2025, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common SWAP/TRIC Shared Housing Services Office; and

WHEREAS, the Town of Hopkinton is willing and capable of performing the duties associated with hosting a SWAP/TRIC Shared Housing Services Office;

WHEREAS, each of the Municipalities has authority to enter into this Agreement pursuant to G.L. c. 40, s. 4A; and

WHEREAS, the Municipalities have each obtained authorization to enter into this Agreement pursuant to G.L. c. 40, §4A, by vote of their respective Select Board or Board of Selectmen.

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The term of this Agreement shall commence on the date first written above and shall expire on June 30, 2026, unless earlier terminated as set forth herein. Any municipality may withdraw from the Agreement as set forth below. The Agreement may be renewed for seven (7) additional three-year terms as voted by each municipality through its respective Select Board or Board of Selectmen by January 1 of the year of the expiring term.

2. Lead Municipality. During the Term of this Agreement, the Town of Hopkinton shall act as the lead municipality. The Town of Hopkinton shall perform or provide the following under the direction of the Town of Hopkinton Town Manager:

- a. Issue Requests for Proposals for Consultants to provide housing administrative services described in Exhibit A: Core Housing Services, attached and incorporated herein, for all the Municipalities. All procurements must comply with M.G.L. Chapter 30B and other relevant federal, state, and municipal procurement thresholds, laws, and statutes;
- b. Enter into contracts with Consultant to provide said housing administrative services;
- c. Manage the Consultant contracts;
- d. Receive invoices from the Consultants and make payments in a timely manner for services rendered;
- e. Establish a revolving fund to administer the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contracts;
- f. Provide overall program oversight and related administration;

g. Provide conflict resolution in accordance with Section 10 below.

3. Duties of the SWAP/TRIC Shared Housing Services Office. During the Term of this Agreement, the SWAP/TRIC Shared Housing Services Office shall perform the housing administrative services as described in Exhibit A: Core Housing Services for an annual allocation of hours as indicated in Exhibit B: Fee Structure, attached and incorporated herein.

4. Funding Structure and Payment. The Town of Hopkinton shall request funds from the Municipalities for each invoice received from the Consultant with payment due within 30 days of the written request. The Municipalities shall provide funding to the Town of Hopkinton pursuant to the Fee Structure, attached as Exhibit B: Fee Structure. The amount of funding pursuant to Exhibit B: Fee Structure shall serve as a maximum annual funding limit for the services included in Exhibit A: Core Housing Services. Funding for supplemental services not included in Exhibit A: Core Housing Services and for additional hours in excess of the allotted hours in Exhibit B: Fee Structure shall be requested separately, at the discretion of the Town of Hopkinton and the individual municipality and pursuant to written agreement duly authorized. The Town of Hopkinton shall hold all funds in a separate revolving fund account in trust for each Municipality and shall not disburse such funds for any purpose other than payment of invoices from the contracted Consultants for services rendered and other program expenses. Disbursement of funds by the Town of Hopkinton on behalf of each Municipality shall not be made to the Consultant until written confirmation that the disbursement is approved by the representative for each respective Municipality. Municipalities may contract and pay for additional hours for supplemental services, in addition to those services provided pursuant to this Agreement, during the year by mutual written agreement between the Consultant and Municipality.

5. Subsequent Year Adjustments. The annual allocation of hours in Exhibit B: Fee Structure shall be reviewed and adjusted, if necessary, annually, three (3) months prior to the end of each fiscal year throughout the Term of this Agreement. The Town of Hopkinton shall provide a record of the actual hours of services provided to each Municipality and propose an amended Exhibit B in order to make any adjustments necessary for the following year of the Term, which shall be adopted as the Municipalities may agree, in accordance with Section 15. Municipalities may increase or decrease hours year-to-year as approved as provided herein and subject to appropriation. At year end, any remaining balance of under 10 hours are forgiven; greater than 10 hours due the Municipality are carried forward to the next fiscal year.

6. Liability. Employees, servants, or agents of one Municipality shall not be deemed to be employees, servants, or agents of the other Municipalities for any purpose, including but not limited to either Workers' Compensation or unemployment insurance purposes. Each Municipality shall be liable for the acts and omissions of its own employees, servants, or agents and not for those of the other Municipalities in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. No Municipality has waived any governmental immunity or limitation of damages which may be extended to it by operation of law. The contract entered into with the Consultants shall set forth the liabilities and responsibilities of the Consultants with respect thereto and the protections accorded to the Municipalities.

7. Termination. (Subsection A) Any Municipality, by a vote of its respective Select Board or Board of Selectmen may withdraw from and terminate this Agreement at the end of any fiscal year with the provision of at least sixty (60) days prior written notice to the Town of Hopkinton. No such termination shall affect any obligation that may have arisen hereunder prior to such termination. Upon such termination, the Town of Hopkinton shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within sixty (60) days thereafter. The Town of Hopkinton, by a vote of its respective Select Board, may terminate this Agreement upon the provision of at least sixty (60) days' prior written notice to the participating Municipalities. After termination of this Agreement, the Town of Hopkinton shall remain liable to return to the participating Municipalities any portion of the payments received not earned. (Subsection B) Any Municipality may withdraw at the end of any fiscal year in which the municipal legislative body has not appropriated funds sufficient to support that Municipality's participation in the subsequent fiscal year, provided that in such an event, the Municipality shall give as much notice to other parties to this Inter-Municipal Agreement as the circumstances allow.

8. Advisory Committee. There shall exist an Advisory Committee comprised of one (1) representative from each Municipality, whom shall be appointed by the Town Manager/Administrator of the Municipality. The Advisory Committee shall endeavor to meet on a quarterly basis in August, November, February and May. The Town of Hopkinton shall prepare and send to each Municipality a quarterly status report prior to the quarterly meeting.

9. Conflict Resolution. The Advisory Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each municipality and changes to the annual allocation of hours as indicated in Exhibit B: Fee Structure. Any recommendations made to the director of the SWAP/TRIC Shared Housing Services Office must be made by a majority vote. Any unresolved issues shall be resolved first by good faith negotiations among the parties. To the extent such negotiation is unsuccessful, the outstanding dispute may be referred to a court of competent jurisdiction

10. Additional Communities. The Advisory Committee may vote at any time to amend this Agreement to add an additional municipality or municipalities by unanimous vote and approval of the Lead Municipality, so long as there are no more than ten (10) member communities. If voted and approved as provided in this Section, the participation of said municipality or municipalities is effective as of July 1 of the fiscal year next after the vote is taken unless otherwise agreed among all parties. Any such additional municipality must be a municipality within the South West Advisory Planning Committee (SWAP) or Three Rivers Interlocal Council (TRIC) subregion of the Metropolitan Area Planning Council (MAPC) unless waived by a majority of the Town Managers/Administrators of the originally participating communities.

11. Financial Safeguards. The Town of Hopkinton shall maintain separate, accurate and comprehensive records of all services performed for each of the Municipalities hereto, and

all funds received from the Municipalities. The Town of Hopkinton shall issue a financial report for each fiscal year to each of the Municipalities by December 31 of the following fiscal year. The Town of Hopkinton agrees to comply with audit and financial requests and give full access to financial records, procurement and transactions documentation, and other applicable documentation to the Municipalities. The Town of Hopkinton shall promptly notify the Municipalities of any potential or actual violations of the generally accepted financial, accounting, or procurement procedures as related to the SWAP/TRIC Shared Housing Services Office.

12. Non-Local Funding Sources. Should any funding for the SWAP/TRIC Shared Housing Services Office, appropriated by the Municipalities, stem from non-local funding sources (i.e. federal, state, other grant sources), the Municipality or Municipalities are required to notify the Town of Hopkinton, in writing, of the source of the funding ninety (90) days prior to the beginning of the upcoming fiscal year, or the transfer of funding from the Municipality to the Town of Hopkinton. Written notice of non-local funding shall include any and all enhanced record keeping, reporting, audit, and financial management requirements. The Town of Hopkinton shall acknowledge receipt of the notice of non-local funding, in writing, and affirm compliance with the outlined reporting requirements. If the Town of Hopkinton acknowledges the notice of non-local funding and agrees to comply with the outlined reporting requirements, the Town of Hopkinton is expected to fulfil that obligation to the best of its ability and provide adequate access to all records to the appropriate Municipality. This clause includes, but is not limited to, the financial responsibilities established in The Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements outlined in the Code of Federal Regulations, specifically 2 CFR Part 200.

13. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

14. Amendment. This Agreement may be amended only in writing signed by all Municipalities duly authorized thereunto.

15. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Hopkinton
Town Manager
18 Main Street
Hopkinton, MA 01748

Town of Medfield
Town Administrator
459 Main Street
Medfield, MA 02052

Town of Medway
Town Manager
155 Village Street
Medway MA 02053

Town of Milton
Town Administrator
525 Canton Avenue
Milton, MA 02186

Town of Norwood
General Manager
566 Washington Street
Norwood, MA 02062

Town of Sharon
Town Administrator
90 South Main Street
Sharon, MA 02067

19. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

Hereon duly authorized and executed as a sealed instrument,

TOWN OF HOPKINTON
By its Town Manager

Date: _____, 2025

Hereon duly authorized and executed as a sealed instrument,

TOWN OF Medfield
By its Town Administrator

Date: _____, 2025

Hereon duly authorized and executed as a sealed instrument,

TOWN OF MEDWAY
By its Town Manager

Date: _____, 2025

Hereon duly authorized and executed as a sealed instrument,

TOWN OF MILTON
By its Town Administrator

Date: _____, 2025

Hereon duly authorized and executed as a sealed instrument,

TOWN OF NORWOOD
By its General Manager

Date: _____, 2025

Hereon duly authorized and executed as a sealed instrument,

TOWN OF SHARON
By its Town Administrator

Date: _____, 2025

Exhibit A

Core Housing Services

1. Monitoring

- Monitoring Database of Affordable Housing Developments and residents
- Monitor LIP and local ownership units
- Monitor LIP rental developments
- Assist with resales of ownership units
- Maintain municipal inventory records with the Subsidized Housing Inventory maintained by the Department of Housing and Community Development

2. Local Support

- Assist assessors with valuations of restricted ownership units
- Provide technical support to staff and housing entities
- Create and implement housing programs
- Advise and consult on projects
- Prepare and Review project documents
- Provide resident support, if requested

3. Regional Activities

- Assist communities with regional linkages
- Provide programs and referrals to residents

Exhibit B Fee Structure

The participating municipalities have allocated the amount listed below for FY24. The services of the Shared Housing Office provider will be available for \$155.00/hour.

This fee structure does not include payment for voluntary supplemental services which will be proposed and invoiced outside of this agreement or payment for additional hours in excess of the allotted hours.

	FY24 Appropriation
Hopkinton	\$23,000
Medfield	\$20,000*
Medway	\$10,000
Milton	\$12,000
Norwood	\$14,000
Sharon	\$20,000

*Conditional to Norfolk County approval

TOWN OF MEDFIELD
with
BETA Group, Inc.

CONTRACT AMENDMENT NO. 1

PROJECT TITLE: Design of Shared Streets and Spaces Safety Improvements

AMENDMENT:

The Town and the Consultant hereby agree to amend the original contract between the parties for the above-referenced project dated May 20, 2025; as follows:

Par 5. Contract Term:

Extend original completion date from August 20, 2025 to December 31, 2025.

CONTINUATION OF ORIGINAL TERMS AND CONDITIONS

All terms and conditions of the original contract not inconsistent herewith shall remain in full force and effect. Total contract price for all services to be provided by the Consultant to the Town remains unchanged.

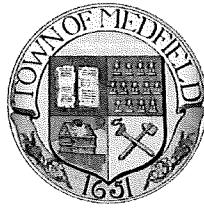
IN WITNESS WHEREOF, the parties have set their hands and seal this _____ day of August 2025.

MEDFIELD SELECT BOARD

Gustave H. Murby, Chair

Osler L. Peterson, Clerk

Eileen M. Murphy, Member



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-05

STATE CONTRACT # (if applicable) FAC116

This contract is made this 12th day of August, 2025, by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and Southworth Milton Inc., having a usual place of business at 100 Quarry Drive, Milford, MA 01757, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to furnish a new CAT 440 Backhoe Loader, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of One-hundred and seventy thousand dollars (\$170,000.00) less trade-in.

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (Attachment A). The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to deliver the vehicle in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. Warranties. The Contractor warrants that the new CAT 440 Backhoe Loader, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants 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. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. Delivery. The Contractor shall deliver onsite, the new CAT 440 Backhoe Loader FOB 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. Contract Term: The Contract Term is as follows: August 12, 2025 with delivery no later than June 30, 2026.
7. Payment for Work. The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$170,000.00 (less trade-in) only after delivery, installation, testing, and acceptance of equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. Performance. The contractor shall furnish the new CAT 440 Backhoe Loader and deliver it to the Town in accordance with the terms and conditions in the contract.
9. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall 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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the Backhoe Loader vehicle sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement

between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. Contractor's Personnel. The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
14. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
15. Termination.
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.
16. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
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 Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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.

(Contractor)

By: R. M.
Title: Vice President

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Ray Polillo
Print Name

Vice President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____, _____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

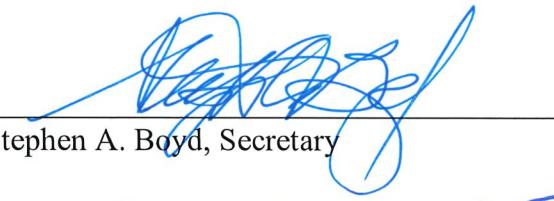
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

R. H.
Signature _____ Date _____

SOUTHWORTH-MILTON, INC.

SECRETARY'S CERTIFICATE

By unanimous written consent of the Board of Directors of Southworth-Milton, Inc. on December 16, 2024 it was voted that Raymond F. Polillio, Vice President of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its corporate seal hereto; and such execution of any contract or obligation in this Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company. I hereby certify that I am Secretary of the above named corporation and that Raymond F. Polillio is the duly elected officer as above of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this certificate.



Stephen A. Boyd, Secretary

Date: *August 5, 2025*

Ref: *Town of Medfield Massachusetts for Contract
DPW 2025-25 for a New CAT 440 Backhoe
Loader*

Corporate Seal

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

ATTACHMENT

A

Milton

**Massachusetts & RI Locations:**

100 Quarry Dr. 84 Concord St.
Milford, Ma. 01757 N. Reading, Ma. 01864

14 Kendrick Rd., Rte 28 2158 Plainfield Pike
Wareham, Ma. 02571 Cranston, Ri. 02920

Southworth-Milton, Inc.
www.miltoncat.com

Budget Quotation

DATE: October 18, 2024

Medfield DPW

55 N. Meadows Rd, Medfield MA
Kevin Chabot

State Contract: FAC116

Quote expires: June 30th, 2025

Qty	Description	List Price	State Contract Price
1	New CAT 440 Backhoe loader: C4.4 final tier 4 engine with cold weather package Cold weather pkg includes dual batteries & block heater Deluxe cab with heat & AC, BT radio, front & rear wipers Adjustable air ride seat with integrated joystick controls LCD screen with pattern changer, return to dig, parallel lift Integrated selectable ride control (auto, off, full time) 6 speed autoshift transmission with selectable 4 wheel braking Hydraulic power steering, spring applied hyd. release park brake Bi-directional tires with front fenders, external mirror kit IT hydraulic front quick coupler with 3rd valve hydraulics Extendible stick with aux. hydraulics, rated lifting eye on linkage Cab mounted fire extinguisher, rear license plate bracket LED work lights, cab mounted LED strobes: 2 front/2 rear 3 Year/ 1,500 hour Full Warranty Coverage Delivery & training included	\$ 280,285.00	\$ 170,000.00
	Worktools included with machine price		
1	1.75yd General purpose IT bucket with BOCE		
1	Cat pin-lock backhoe coupler (Wain-Roy style)		
1	30" Wain-Roy hydraulic jaw bucket		
<u>Trade in</u>			
-1	John Deere 710G, serial# T0710GX949693 6,480 hours with front bucket and Wain-Roy jaw bucket		\$ (18,000.00)

Total State Contract Delivered Price: \$ 152,000.00

Ryan Boudreau

Governmental and State Sales

Mobile Phone: 774-737-3275

Fax: 774-907-3062

ryan_boudreau@miltoncat.com



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-06

STATE CONTRACT # (if applicable) _____

This contract is made this 12th day of August, 2025, by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 herein referred to as the "Town" and McGovern MHQ Inc., having a usual place of business at 401 Elm Street, Marlborough, MA 01752, referred to as "Contractor."

WITNESSED:

Whereas, the Contractor submitted a Proposal to remove existing body and furnish and install a new 2-3 cu/yd Stainless Steel Dump Body, hereinafter referred to as "Program"; and

Whereas, the Town has decided to award the contract therefore to the Contractor based on the quote sent to the Town of Medfield in the amount of Twenty-two thousand, two-hundred ninety-nine dollars (\$22,299.00).

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

1. **Contract Documents.** The Contract Documents consist of this Agreement and the proposal for pricing and scope of work only from the contractor to the Town of Medfield, (Attachment A). The contract documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Goods / Services.** The Contractor shall furnish all product and services related to the Program in accordance with the bid specifications provided in the attached documents (Attachment A). Risk of loss or damage during transit is assumed by contractor.
3. **Performance of Work.** The Contractor shall furnish all equipment, staffing and materials to deliver the dump body in strict conformity with the specifications and requirements contained in the contract and 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. The Town will require a signed change order in advance of any additions or deletions to this agreement.

4. **Warranties.** The Contractor warrants that the new 2-3 cu/yd Stainless Steel Dump Body, and all components and attachments have been constructed / assembled in strict conformity with the specifications and requirements set out in the contract. In addition to express warranties required of the contractor, Contractor warrants 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. Except as otherwise expressly set forth in this agreement, there are no other warranties.
5. **Delivery.** The Contractor shall deliver onsite, the new 2-3 cu/yd Stainless Steel Dump Body FOB 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.
6. **Contract Term:** The Contract Term is as follows: August 12, 2025 with delivery no later than June 30, 2026.
7. **Payment for Work.** The Town shall pay the Contractor based on the proposal submitted to the Town of Medfield (Attachment A) in the amount of \$22,299.00 only after removal of existing body delivery, installation and acceptance of new equipment in accordance with the terms and conditions in the contract. Upfront payment(s) and/or progress payments are not acceptable. The Town shall make payments within thirty (30) days after its receipt.
8. **Performance.** The contractor shall remove existing body and furnish and install a new 2-3 cu/yd Stainless Steel Dump Body and deliver it to the Town in accordance with the terms and conditions in the contract.
9. **Indemnification of the Town.** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall 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 resulting from any employees or third party contractor or suppliers claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
10. **Contractor's Standard of Care.** In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the truck with stainless steel dump body sales industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement

between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.

11. **Contractor's Personnel.** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
12. **Insurance.** The Contractor shall provide a Certificate of Insurance showing evidence of General Liability, and Automobile Liability with a minimum of \$2,000,000, aggregate, each and, in case of General Liability, naming the Town of Medfield as an additional insured for this Project, as well as Worker's Compensation per Statute.
13. **Independent Contractor.** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
14. **Successors and Assigns.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
15. **Termination.**
 - a. **For Cause -** The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.
16. **Notice.** Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
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 Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial County; 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.

(Contractor)

By: Eric G. Cerel

Title: President of Sales

Medfield Select Board

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Frank C Chase
Print Name

President of Sales
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Frank C Chase, authorized signatory for
name of signatory

McGovern MFG Inc, whose
name of contractor

principal place of business is at 401 Elm St. Marlborough MA 01752
does hereby certify under the pains and penalties of perjury that
McGovern MFG Inc has paid all
name of contractor

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

Frank C Chase
Signature Date

CORPORATE RESOLUTION OF MCGOVERN MHQ, INC.

I, Matthew McGovern, certify that:

1. I am the duly appointed and acting President, Treasurer, and Secretary and the sole Director of McGovern MHQ, Inc. (the "Company").
2. In these capacities, I have authorized Clay Chase, Vice-President of Sales of the Company, to execute contracts with the City of Medfield, Massachusetts for the sale and upfitting of municipal vehicles.
3. Mr. Chase is authorized to execute any contract documents with the City of Medfield 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.

In witness whereof, I have signed this document as Secretary of McGovern MHQ, Inc. this 20th day of November 2024 at Newton, Massachusetts



Matthew McGovern
Secretary
McGovern MHQ, Inc.

ATTACHMENT

A



Quote

Company/Dept: Medfield DPW
Contact: Kevin Chabot
Street Address: 55 North Meadows RD
City, State, Zip: Medfield, MA 02052
Phone: 401-484-3280
E-Mail: kchabot@medfield.net
Job Description: Retub 1-Ton Dump Truck

Date: July 22, 2025
Quote #: _____
Revision #: _____
Customer ID: _____
Sales Rep: Greg Keith
508-954-2225
Contract: _____
gkeith@mcfournautocom

QTY	Item #	VEHICLE LINE DESCRIPTION	UNIT PRICE	Ext Line Total
				\$0.00
		CUSTOMER SUPPLIED F-SERIES CHASSIS W/ 60" CA		\$0.00
				\$0.00
			Vehicle Total:	\$0.00
QTY	Item #	EQUIPMENT LINE DESCRIPTION	UNIT PRICE	Ext Line Total
1	100UDS9X13X19	GALION 2-3 CU/YD STAINLESS STEEL DUMP BODY WITH DROP SIDES. CROSSMEMBERLESS CONSTRUCTION, HOIST AND SUBFRAME INCLUDED, INSTALLED AND PLUMBED TO EXISTING CENTRAL HYDRAULIC SYSTEM.	\$19,605.00	\$19,605.00
1	LABOR	REMOVE OLD BODY	\$821.00	\$821.00
1	LABOR	PREP CHASSIS RAILS FOR PAINT BEHIND CAB	\$616.00	\$616.00
1	1705103	30" ALUMINUM UNDERBODY TOOLBOX	\$762.00	\$762.00
1	DTR/BV8212	MANUAL LOAD COVER W/ BLACK MESH TARP	\$495.00	\$495.00
			Contract Equipment Total:	\$22,299.00
QTY	Item #	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	Ext Line Total
			Non-Contract Equipment Total:	\$0.00
			Vehicle and Equipment Total:	\$22,299.00
			Vehicle Quantity:	1
			Sub total:	\$22,299.00
Trade Description	Trade VIN	Trade Miles	Trade Value	
			Trade Vehicle/s Total:	\$0.00
			Quote Grand Total:	\$22,299.00

TERMS AND CONDITIONS

Custom or Special Orders are Non-Refundable
This Quote is for Budgetary Purposes and is Not a Guarantee of Cost for Services
Quote is Based on Current Information From Client About the Project Requirements
Actual Cost May Change Once Project Elements are Finalized
Trade value is subject to change based on time, mileage and condition of vehicle at turn-in

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from McGovern MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

INSURED
MCGOVERN MHQ, INC
401 ELM ST
MARLBOROUGH, MA 01752-

CONTACT	
NAME:	CLIENT CONTACT CENTER
PHONE (A/C, No, Ext):	888-333-4849
FAX (A/C, No):	507-446-4684
E-MAIL ADDRESS:	CLIENTCONTACTCENTER@FEDINS.COM
INSURERS AFFORDING COVERAGE	
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	NAIC # 13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERS

CERTIFICATE NUMBER: 735

REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Es occurrence)	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS & COMP/OP ACC	
							COMBINED SINGLE LIMIT (Es accident)	
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	Y	N	1897646	06/01/2025	06/01/2026	EACH OCCURRENCE	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory RN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				AGGREGATE	\$30,000,000
A	AUTO DEALER LIABILITY	Y	N	1897634	06/01/2025	06/01/2026	PER STATUTE	OTHER
							E.L EACH ACCIDENT	
							E.L DISEASE EA EMPLOYEE	
							E.L DISEASE - POLICY LIMIT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SEE ATTACHED PAGE								

CERTIFICATE HOLDER

TOWN OF MEDFIELD
459 MAIN ST
MEDFIELD, MA 02052-2009

CANCELLATION

735 0
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

Nichole R. Lauer



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MCGOVERN MHQ, INC 401 ELM ST MARLBOROUGH, MA 01752-
POLICY NUMBER SEE CERTIFICATE # 735.0		
CARRIER SEE CERTIFICATE # 735.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 735.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**OTHER COVERAGE(S)**

AUTO DEALER LIABILITY	N N 1897637 06/01/2025 06/01/2026	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	\$500,000 \$500,000 \$1,000,000
AUTO DEALER LIABILITY	N N 1897636 06/01/2025 06/01/2026	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	\$500,000 \$500,000 \$1,000,000
AUTO DEALER LIABILITY	N N 1897635 06/01/2025 06/01/2026	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	\$500,000 \$500,000 \$1,000,000

RE: DELIVERY OF VEHICLES TO PUBLIC WORKS DEPARTMENT, 55 NORTH MEADOWS ROAD, MEDFIELD, MA 02052
GENERAL LIABILITY IS PROVIDED UNDER THE AUTO DEALERS COVERAGE FORM.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON AUTO DEALERS COVERAGE FORM SUBJECT TO THE CONDITIONS OF THE AUTO DEALERS ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:

**MMAG Retail Holdings-CJD, LLC
247 Newbury St
Peabody, MA 01960-1315**

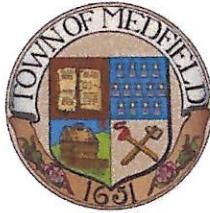
1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

**Any coverage provided by this endorsement applies only to delivery of autos to
public works department, 55 North Meadows Road, Medfield, MA 02052.**

Additional Insured Name and Address:

**Town of Medfield
459 Main St Medfield
Medfield, MA 02052-2009**



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT FOR CONSULTING SERVICES

Contract # Medfield 2025-03

This Contract is made this 23 day of June, 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Baystate Interpreters, Inc. having a usual place of business at 205 School Street 4th floor, Gardner, MA 01440 hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of translation services for written materials, hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

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

1. **Contract Documents:** The Contract consists of this Agreement together with the **Proposed Scope of Work** (Attachment A, for scope of work and pricing, only). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Contract Term:** The Contract Term is as follows:

Contractor to begin work as directed by July 1, 2025 and complete same, on or before September 30, 2025.

5. **Payment for Work:** The Town shall pay for the Program in accordance with the pricing in Attachment A. Town shall make payments on the basis of Contractor's completed work. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
6. **Indemnification of the Town:** The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
7. **Contractor's Standard of Care:** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consultants. The contractor warrants and represents that it is familiar with services to be provided.
8. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
9. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, with minimum limits of \$1,000,000.00 The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
10. **Independent Contractor:** The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
11. **Successors and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
12. **Inspection and Reports:** The Town shall have the right at any time to inspect the records of the Contractor 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 Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor 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.
13. **Termination:**
 - a. **For Cause** – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30)

days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

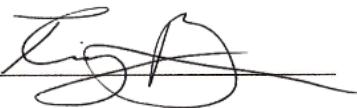
- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement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

14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
15. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
16. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
17. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor) Baystate Interpreters, Inc.

By: Riley Brooks



Title: Executive Director

Medfield Select Board

Approved as to Form:

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trieweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

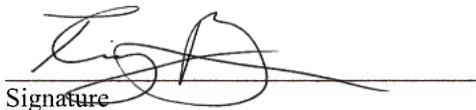
The Contractor by:

Riley Brooks
Print Name

Executive Director
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A Riley Brooks, authorized signatory for Baystate Interpreters, Inc., whose principal place of business is at 205 School Street 4th floor, Gardner, MA 01440, does hereby certify under the pains and penalties of perjury that Baystate Interpreters, Inc. has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

7/1/2025
Date



Attachment A
Proposed Scope of Work

Service Agreement

Customer Name: Town of Medfield - Medfield

Outreach/MCAP

Date: 06/23/2025

Exhibit A – Service Rates

*The rates listed below are in US dollars and exclusive of applicable taxes.

Service	Tier 1	Tier 2	Tier 3	Tier 4
In-person Consecutive Interpretation (Per Hour)	\$60.00	\$65.00	\$70.00	\$80.00
In-person Simultaneous Interpretation (Per Hour)	\$70.00	\$75.00	\$80.00	\$90.00
Virtual Remote Consecutive Interpretation (Per Minute)	\$1.25	\$1.25	\$1.25	\$1.25
Virtual Remote Simultaneous Interpretation (Per Minute)	\$1.50	\$1.50	\$1.50	\$1.50
Telephone Interpretation (Per Minute)	\$1.85	\$1.85	\$1.85	\$1.85
Written Translation (Per Word)	\$0.16	\$0.17	\$0.18	\$0.19

*Additional fees, minimums, and expedited services are outlined in Additional Service Terms section.

Tier	Language(s)
One	Spanish, Portuguese
Two	Albanian, Arabic, Armenian, Bosnian, Bulgarian, Cantonese, Cape Verdean, Dutch, French, Greek, Haitian Creole, Hindi, Hungarian, Italian, Khmer (Cambodian), Mandarin, Polish, Russian, Serbo-Croatian, Turkish, Ukrainian, Vietnamese
Three	Amharic, Balinese, Bengali, Burmese, Chinese, Czech, Ethiopian, German, Gujarati, Hebrew, Hmong, Indonesian, Japanese, Kikuyu, Kirundi, Korean, Krahn, Laotian, Liberian, Lithuanian, Nepali, Nigerian, Oromo, Pashto, Persian (Farsi), Punjabi, Romanian, Sinhala, Somalian, Sundanese, Swahili, Tagalog, Tamil, Telugu, Thai, Tibetan, Tigrinya, Taishanese, Twi, Urdu
Four	All other spoken languages

By signing this Service Order, Customer is obligated to pay for the services ordered, in accordance with the terms of this Service Order.

Customer – Town of Med.	Baystate Interpreters, Inc.
Signature:	Signature:
Name:	Name: Riley Brooks
Title:	Title: Executive Director
Email:	Email: rbrooks@baystateinterpreters.com
Date:	Date: 7/1/2025

CONFIDENTIALITY NOTICE: This document contains private, privileged, and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this document has occurred as the result of an error, please notify us immediately so we can arrange for the return of the documents.

Additional Service Terms

Service	Rules & Fees
Onsite Interpretation	Minimum Duration: 2-hour minimum Priority Coverage: Requests received with less than 24 hours' notice will incur an additional \$10.00 per hour fee. Cancellation Policy: Appointments must be canceled at least 24 hours in advance to avoid fees. Cancellations must occur during business hours (M-F 8 am-5 pm) to avoid full appointment fees. Cancellations within 24 hours will be charged the full appointment fee.
Telephone Interpretation	Minimum Duration: Meetings/appointments under 15 minutes will be charged for 15 minutes.
Virtual Interpretation	Minimum Duration: 1 hour Cancellation Policy: Appointments must be canceled at least 24 hours in advance to avoid fees. Cancellations must occur during business hours (M-F 8 am-5 pm) to avoid full appointment fees. Cancellations within 24 hours will be charged the full appointment fee.
Written Translations	Minimum Fee: A minimum translation fee of \$25.00 applies to all documents where the word count cost is under \$25. Notarization Fee: \$25.00 per document. Expedited Service: Additional \$0.01 per word. Cancellation Policy: If the client cancels after the translations have started, the client will pay for the work completed up to the point of cancellation.

CONFIDENTIALITY NOTICE: This document contains private, privileged, and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this document has occurred as the result of an error, please notify us immediately so we can arrange for the return of the documents.

Billing Information Sheet

Accounts Receivable	
Billing Name: (Master Account)	Town of Medfield
Street Address: (Include City, State, & Zip)	459 Main St Medfield, MA 02052
Department(s) if needed: (Sub Account(s) to be listed under master account that need to be sub-divided for reporting/ billing purposes)	Medfield outreach / MCAP
Billing Contact First & Last Name: (If different for each sub account please list which contact name belongs to which sub account)	Kathy McDonald
Billing Email: (If different for each sub account please list which account name belongs to which email)	kmcdonald@medfield.net
Secondary Email: (if different for each sub account please list which account name belongs to which email)	
Billing Contact Phone Number: (if different for each sub account please list which account name belongs to which number)	508-359-7121
Billing Fax Number: (if different for each sub account please list which account name belongs to which number)	
Invoice(s) require a Purchase Order: (Please Choose One)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If answered yes to question above: (Please choose one)	Choose an item.

*Please list any additional instructions for invoicing or notes you would like us to have on your account below.

CONFIDENTIALITY NOTICE: This document contains private, privileged, and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this document has occurred as the result of an error, please notify us immediately so we can arrange for the return of the documents.

Client Service Agreement

This Service Agreement ("Agreement") sets forth the terms and conditions governing the services provided by Baystate Interpreters, Inc. ("Service Provider") to the undersigned client ("Client").

1. **Services Provided:** The Service Provider agrees to deliver interpretation and/or translation services ("Services") to the Client as detailed in Exhibit A, which is attached hereto/ incorporated by reference.
2. **Service Rates:** The Client agrees to compensate the Service Provider for the Services at the rates specified in Exhibit A, attached hereto and incorporated by reference. These rates are exclusive of applicable taxes, which shall be the responsibility of the Client.
3. **Payment Terms:** The Client agrees to pay all invoices within thirty (30) days of the date of the invoice. Invoices will be issued upon completion of the Services or as otherwise agreed in writing by both parties. Overdue payments will incur a late fee of 1.5% per month on the outstanding balance.
4. **Term and Termination:** This Agreement shall commence on the date first written above and continue until terminated by either party with thirty (30) days written notice. Either party may terminate this Agreement immediately in the event of a material breach by the other party.
5. **Confidentiality:** Both parties agree to maintain the confidentiality of all information disclosed by the other party, designated as confidential or reasonably understood to be confidential. This obligation shall continue for two (2) years after the termination of this Agreement.
6. **Independent Contractor:** The Service Provider is an independent contractor and not an employee of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.
7. **Limitation of Liability:** In no event shall the Service Provider be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. The Service Provider's total liability under this Agreement shall not exceed the amount paid by the Client for the Services giving rise to the claim.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.
9. **Entire Agreement:** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral, regarding the subject matter hereof. This Agreement may be amended only by a written document signed by both parties.
10. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
11. **Notices:** All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by confirmed fax, or sent by certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth above.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

Client: Town of Medfield	Provider: Baystate Interpreters, Inc.
Signature:	Signature: 
Name:	Name: Riley Brooks
Email:	Email: rbrooks@baystateinterpreters.com
Date:	Date: 7/1/2025

AGREEMENT FOR SERVICES

Agreement made this 16 day of July, 2025 by and between the Town of Medfield, a duly-organized municipal corporation with administrative offices located in the Town House, 459 Main Street, Medfield, MA acting by and through its Board of Selectmen (hereinafter: "Town") and SAFE Coalition with a principal place of business at 31 Hayward Street, Suite 2C, Franklin, MA, 02038 (hereinafter: "Contractor"):

1. Services. Contractor will provide consultation services to employee of Medfield Outreach, as determined by its Director. The Contractor will provide Three (3) Narcan Trainings in the Town of Medfield.
2. Price. \$150/hour
3. Term. 1 hour of consultation work per month for nine months between September 1, 2025 and June 30, 2026. Three (3) Narcan Training sessions at 1 hour each for a total of 3 hours between September 1, 2025 and June 30, 2026.
4. Payment for Work. Contractor shall bill Town monthly and Town shall pay Contractor within thirty (30) days of its receipt of each bill.
5. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall 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 resulting from any employees or third party contractor or suppliers claim for payment for wagers, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
6. Contractor's Standard of Care. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by SUD/OUD and Prevention consulting, currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
7. Contractor's Personnel. The Contractor shall utilize only her employees and shall not utilize any third-party contractors without prior written approval of the Town.
8. Insurance. The Contractor shall provide a Certificate of Insurance showing evidence of Professional liability and General Liability, each with a minimum of \$1,000,000 and, in case of General Liability, naming the Town of Medfield as an additional insured, as well as motor vehicle liability insurance with the same minimum coverage and Worker's Compensation Insurance (per Statute).
9. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The

Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

10. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
11. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor 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 Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor 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.
12. Termination.
 - a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not affected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.
The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.
 - b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

13. Notice. Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
14. 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.
15. Governing Law. The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court Department, Norfolk Court, 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.
16. 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.

Jen Levine, CEO Safe Coalition

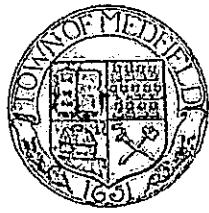
Approved as to Form:

Town of Medfield, by its Board of Selectmen

Town Attorney

I certify that an appropriation is available in the amount of the Contract.

Town Accountant



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 12th of August in the year Two Thousand and Twenty Five between Talty Floors, Inc. with a usual place of business at 86 Billerica Avenue #2, North Billerica, MA 018621 hereinafter called the CONTRACTOR, and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the OWNER.

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

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's Scope of Work document dated **June 16th, 2025** inclusive of Addendum #1 dated **July 2nd, 2025** and (Attachment A), and Contractors completed BID FORM (Scope of Work document Page 9). 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 replace the existing carpeting at the Medfield Council on Aging Facility with new carpet squares and luxury vinyl tiles as detailed in the Town of Medfield's Scope of Work document dated **June 16th, 2025** inclusive of Addendum #1 dated **July 2nd, 2025** (Attachment A). Alternate #1 to strip and wax all existing vinyl composite tile areas has been accepted by the Town and the cost has therefore been included in the lump sum contract total.

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 \$21,321.00**

4. Commencement and Completion of Work

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

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

5. Performance of the Work

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

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

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for 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.
- F. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or

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

G. **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 **\$21,321.00** 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:

By: Matthew Tally
Name: Matthew Tally
Title: VP

OWNER: Town of Medfield

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Matthew Taity
Print Name
VP
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Matthew Taity,
name of signatory
Taity Floors, Inc.,
name of contractor
principal place of business is at 86 Ellerica Ave. Suite 2.

B. Natica, MA does hereby certify under the pains and penalties of perjury that
Taity Floors, Inc. has paid all
name of contractor

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

MMT 7/31/25
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

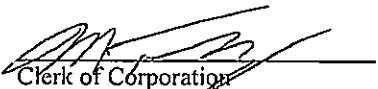
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the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

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

Clerk of Corporation Certificate

I, Mather Tally 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 5/20, 2025


Clerk of Corporation



SCOPE OF WORK:

COUNCIL ON AGING - CARPET REPLACEMENT

Town of Medfield, Massachusetts

Bid # FAC 2025-15

June 16, 2025

The Medfield Council on Aging facility offers a wide range of programs and services designed to support the social, physical, and intellectual well-being of older adults in the community. The building was a new construction completed back in 2008. The carpeting in the facility is original, and is overdue for replacement. The goal of this project is to replace the existing carpeting with new carpet tiles.

PROJECT LOCATION

Council on Aging
1 Ice House Road
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

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

SITE VISIT

A MANDATORY site visit will be held on Wednesday, June 25th, 2025 at 8:00 AM. There is parking available on site. Notify Ben via email (bjachowicz@medfield.net) at least twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

Please email questions directly to Ben by Friday, June 27th, 2025 by 5:00 PM. Responses will be sent out to all bidders recorded as planholder by Wednesday, July 2nd, 2025 by 5:00 PM.

BID DUE DATE

Bids are due on Wednesday, July 9th, 2025 by 5:00 PM. Bids should be emailed directly to Ben (bjachowicz@medfield.net) in PDF format before the due date.

RULE FOR AWARD

The Town will award this contract to the lowest responsible and responsive bidder. The Town may decide to award the project with any combination of requested alternates at its sole discretion. The Town reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

EXPERIENCE

Bidders must have a minimum of ten (10) years experience with carpeting projects of similar scope. Experience with municipal projects is strongly preferred.

SCOPE OF WORK

1.0 PROJECT SPECIFIC SCOPE OF WORK:

The Medfield Council on Aging Facility is a single level with an unfinished attic space located at 1 Ice House Road, Medfield, MA 02052. The scope of work for this project pertains to all of the existing carpeted areas in the building.

1.1 MATERIAL SELECTIONS:

1. The carpet selection is:

Interface Open Air 418:

Collection: Open Air

Product #: 147520250G

Color: 107043 Natural

Size: 50cm x 50cm

(or approved equal)

2. The existing wooden wall base shall remain.
3. The LVT shall be Interface or equal - final color selection is TBD.
4. The walk off mat selection is TBD - final color selection is TBD.

The awarded contractor shall provide samples to the Town for approval prior to ordering any materials.

1.2 ESTIMATED FLOORING QUANTITIES:

Below are approximate square footages of each area (Bidders are responsible for confirming all measurements and quantities). The drawings are from the original building (2008). The drawings are marked up for reference, but there may be minor changes to the layout that are not captured on the drawings.

#	Room Name	Carpet	Walkoff	LVT
100	Vestibule		128 SF	
101	Lobby	645 SF		
107	Reception			232 SF
108	Outreach			102 SF
109a	Director			127 SF
109b	Closet			19 SF
110	Closet			11 SF
111	Office			104 SF
112	Copy Room			72 SF
117	Library	387 SF		
118	Corridor	486 SF		
	Estimated Total	1,518 SF	128 SF	667 SF

1.3 RESPONSIBILITIES AND WORKING HOURS:

The contractor shall be responsible for the complete installation of the carpet tile, luxury vinyl tile (LVT), walk off mat, and vinyl wall base in accordance with the manufacturer's guidelines. Carpeting and LVT must be installed using tools and materials referenced in this scope of work. Proper tools and quality materials are essential for skilled and proficient carpet installation. The scope of work includes, but is not limited to, the following:

1. Move and replace furniture as needed for removal, floor preparation and new flooring installation.
2. The Town staff will pack up personal items, clean off desktops, and empty overhead bins, pack up any open shelving units, move plants and personal items, turn off all electronics where possible to help facilitate the project.
3. The work will need to be phased to accommodate an active facility. Installation needs to be

scheduled as “off-hours” work outside of the Council on Aging operating hours. Below are the Council on Aging hours of operation:

Monday	9:00 AM - 4:00 PM
Tuesday	9:00 AM - 4:00 PM
Wednesday	9:00 AM - 7:00 PM
Thursday	9:00 AM - 4:00 PM
Friday	9:00 AM - 1:00 PM
Saturday	10:00 AM - 3:00 PM
Sunday	CLOSED

4. The work will need to be completed outside of the Council on Aging hours of operation as noted above, the base scope of work must be completed by August 29, 2025

1.4 STORAGE:

Carpet and related materials must be stored in a climate-controlled, dry space. Carpet must be adequately protected from soil, dust, moisture and other contaminants and stored on a flat surface. Note: There is very limited storage space available at the Council on Aging.

1.5 REMOVAL OF EXISTING FLOORING:

1. Remove and dispose of existing carpeting in areas shown on the marked up drawings.
2. Remove and dispose of all existing vinyl wall base in the areas shown on the marked up drawings.
3. Materials are to be disposed of in accordance with all Federal, State and local regulations.

1.6 FLOOR PREPARATION:

1. Subfloor: According to Town records, the existing subfloor is a 4” slab on grade
2. Floor Cleaning: Ensure the subfloor is clean, dry, level, and free from any debris, adhesives, or other residues.
3. Moisture Testing: Conduct moisture testing on the subfloor as per manufacturer’s guidelines to ensure that it meets the required conditions for carpet tile installation.
4. Floor Leveling: Repair any uneven surfaces. Ensure all holes, cracks, or gaps are filled and leveled to ensure a smooth surface for the tiles.

5. Acclimation: Allow carpet tiles to acclimate in the installation space for at least 24 hours before installation, maintaining a temperature between 65-85°F.
6. Floor Preparation: Carpet must be installed over properly prepared substrates that are suitable for the specific product and installation method selected.
7. Sweeping Compounds: These compounds may leave residue that interferes with adhesive bonding. They must not be used prior to adhesive application. Vacuum dusty areas instead.

1.7 LAYOUT & PLANNING:

1. Layout Verification: Review layout with the Town to confirm design, pattern direction, and orientation as specified.
2. Starting Line: Mark a starting point and ensure tile layout is balanced with even cuts on all sides, as close as possible to avoid small tile pieces at edges.
3. Temperature & Humidity: Carpet must be installed when the indoor temperature is between 65-95°F (18-35°C) with a maximum relative humidity of 65%. If ambient temperatures are outside these parameters, the installation must not begin until these conditions are maintained at least 48 hours before, during, and 72 hours after completion.

1.8 GENERAL ITEMS:

1. Quality Assurance: Conduct a final inspection with the Town to confirm proper installation and satisfaction with the finished product. This includes a punch list with the Town at the completion of the project. Corrective actions are to take place within a week after punch list walkthrough.
2. Maintenance Guidance: Provide the client with care and maintenance instructions for carpet tile upkeep.
3. Warranty Documentation: Supply any warranty documentation and advise on its terms.
4. General: All work must be performed by certified professionals in accordance with manufacturer's installation instructions and industry best practices.

1.9 CARPET TILE & ENTRY MAT:

1. Furnish and install adhesive in accordance with the manufacturer's specifications for spacing and coverage and project specific application.
2. Tile Placement: Install the tiles starting from the designated point and work outward, carefully placing each tile to avoid gaps or misalignments.
3. Tile Cutting: Make precise cuts around edges, walls, and fixtures, ensuring each tile fits tightly.
4. Pattern Alignment: Maintain consistent alignment and directionality of tiles to adhere to design specifications.
5. Ensure all edges are trimmed neatly, especially around doorways, vents, and other fixed structures.
6. If applicable, ensure all seams are tight and consistent.

7. Remove all debris, dust, and adhesive residues. Vacuum the installed area to ensure a clean finish.
8. At the transition between carpet and other floor coverings, carpet edges must be protected and covered with appropriate molding. In transition areas, the edge of the hard surface flooring must be a minimum of 1/16" higher than the carpeted flooring. Seam sealer must be applied to the edge of the carpet at the transition area.
9. Do not install carpet over expansion joints. Expansion joints allow separate floor surfaces to expand and contract independently. In addition, do not install on any area of a floor that does not provide a stable and mechanically sound surface. This does not include cut or saw joints within a section of the floor. Non-stable/unsound substrate joint conditions must be handled in strict accordance with Manufacturer's guidelines. If no expansion joint device is specified in Manufacturer's recommendations, the Town must be made aware that failure to address expansion joints may result in installation failure, damage to the carpet and potential safety concerns.
10. The installation must be finished and adhered securely along the wall line with a smooth, neat appearance. It is highly recommended that carpet base, wall base with toe, baseboards or other moldings, be installed after the carpet is installed.

1.10 LUXURY VINYL TILE:

1. Furnish and Install Interface Luxury Vinyl Tile (or equal) according to the manufacturer's specifications and guidelines to ensure durability and adherence to warranty requirements.
2. Utilize adhesives and installation methods suitable for a concrete subfloor to prevent movement and maintain stability. Supply all necessary adhesives, transition strips, trim, and any additional materials needed for complete installation.
3. Utilize adhesives and installation methods suitable for a concrete subfloor to prevent movement and maintain stability.
4. Where necessary, a moisture barrier shall be applied according to the manufacturer's recommendations to prevent moisture buildup.
5. Luxury vinyl tile must be installed using manufacturer-approved adhesives and techniques to ensure durability.
6. Installation should be precise and even, ensuring proper alignment of patterns, no gaps, and seamless transitions at thresholds and around fixtures.
7. The contractor must install transition strips and edge treatments at all doorways and other necessary areas to ensure a smooth, safe transition.
8. Install appropriate transition strips and moldings at all entryways, terminations, and level changes to provide a clean and professional finish. Ensure all seams and edges are properly sealed and aligned for uniformity and durability.

1.11 VINYL COVE BASE:

1. Provide all labor, materials, equipment, and tools necessary to furnish and install new 4" vinyl

cove base at all areas where new LVT is installed

2. Size, color, and style to be specified by the Town. The contractor shall provide samples for approval prior to ordering materials.
3. Remove the existing rubber wall base or related materials as needed.
4. Ensure proper adhesion of the cove base to all wall surfaces, as specified, using approved adhesives suitable for painted gypsum wallboard surfaces.
5. Make cuts, adjustments, and transitions as necessary to provide a clean, professional finish around doorways, corners, and other areas requiring special attention.
6. Maintain alignment and ensure all cove base is straight, secure, and free from gaps or lifting edges.

1.12 DRAWING LIST:

Note: As previously stated, the drawings are from the original construction back in 2008. The drawings are intended for reference only. Existing conditions and quantities are to be verified by the contractor prior to submitting a proposal.

A1.1 - FIRST FLOOR PLAN - marked up

2.0 SCHEDULE

2.1 This project will commence on or around July 15th, 2025, and must be completed by August 29th, 2025.

3.0 WARRANTY

- 3.1 Provide a 1-year warranty on workmanship and installation
- 3.2 Provide the Town with all product data sheets and O&M manuals
- 3.3 Provide the Town with copies of all manufacturer's warranties

4.0 PREVAILING WAGE RATE

4.1 In accordance with Massachusetts General Laws, this project is subject to the prevailing wage rate. The current wage rate sheet is attached to the end of this document.

5.0 BONDING REQUIREMENTS

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

6.0 SUBMISSION REQUIREMENTS

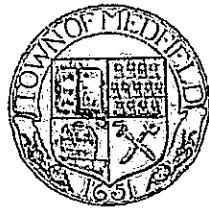
6.1 Completed 'Bid Submission Form' (found on page 9)

- 6.2 Completed 'References Form' (found on page 10)
- 6.3 Proof of licensing, certifications, insurance, and bonding (if applicable)
- 6.4 Contractor is prepared to agree to contract terms and conditions if awarded

7.0 EXISTING CONDITIONS PHOTOS

Below is a photo of the lobby area:





BID SUBMISSION FORM
COUNCIL ON AGING
Carpet Replacement

COMPANY NAME

Contractor: TalTy Floors, Inc.

ADDENDUMS

Acknowledges Addendum #: 1, _____, _____, _____, _____

CONSTRUCTION COST

Base Bid Amount: \$ 19,321.00

Schedule to complete work (in working days): 4

ALTERNATES

ALT 1: Add: Strip and wax all existing VCT floors \$ 2000 LS

ALT 2: Deduct: Provide carpet tiles in office area \$ 1000 LS

UNIT COSTS

UC1: Additional square foot of carpet tile \$ 8 /SF

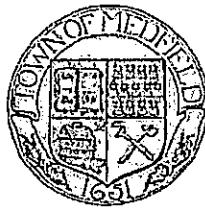
UC2: Additional square foot of LVT \$ 9 /SF

ATTESTATION

Has reviewed the contract and is prepared to execute the agreement with terms and conditions as written? (see pages 9 through 19) YES or NO

SIGNED: 

DATE: 7/8/25



REFERENCES FORM
COUNCIL ON AGING
Carpet Replacement

Customer: Chelmsford Housing Authority
Mailing Address: 10 Wilson St. Chelmsford, MA 01824
Period of Service (MM/YYYY): 04/2019 through present
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Flooring Services
Primary Contact: Mark Andersen Title: Director of Maintenance
Telephone: 857-991-4408 Ext: _____
Email: mandersen@Chelmsford-ha.com

Customer: Town of Dracut
Mailing Address: 62 Arlington St. Dracut, MA 01826
Period of Service (MM/YYYY): 03/2022 through 05/2025
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Fire Dept / Council on Aging - Flooring
Primary Contact: Barbara O'Connor Title: Purchasing Agent
Telephone: 978-770-2584 Ext: _____
Email: b.oconnor@dracut.ma.gov

Customer: Ayer Housing Authority
Mailing Address: 18 Pond St. Ayer, MA 01432
Period of Service (MM/YYYY): 06/2019 through present
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Flooring Services
Primary Contact: Ken Martin Title: Executive Director
Telephone: 978-423-8618 Ext: _____
Email: ayerhousing@hotmail.com

Customer: Concord Housing Authority
Mailing Address: 34 Everett St. Concord, MA 01742
Period of Service (MM/YYYY): 06/2018 through present
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Flooring Services
Primary Contact: Jen Polito Title: Executive Director
Telephone: 978-369-8435 Ext: _____
Email: jpolito@concorsha.org



TALTFLO-01

PKIERSTEAD

DATE (MM/DD/YYYY)

7/7/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Clark Insurance, a Marsh & McLennan Agency, LLC company
165 Thorndike St
Suite 3001
Lowell, MA 01852

CONTACT NAME:	
PHONE (A/C, No, Ext):	(978) 459-0505
FAX (A/C, No):	(978) 459-0044
E-MAIL ADDRESS:	info@clarkinsurance.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Ins Co	
INSURER B: Arbella Indemnity Insurance	10017
INSURER C: Sentinel Insurance Company, Ltd.	11000
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Talty Floors Inc
86 Billerica Avenue, Suite 2
North Billerica, MA 01862

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				NN1746392	10/2/2024	10/2/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJCT	<input type="checkbox"/> LOC						
	OTHER:								
B	AUTOMOBILE LIABILITY				1020051391 10	1/26/2025	1/26/2026	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION S							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y / N	N / A	08WECH6724	5/27/2025	5/27/2026	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Medfield Council on Aging
1 Ice House Road
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

CERTIFICATION OF GOOD FAITH

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

The Contractor by: _____

Print Name _____

Title/Authority _____

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory _____, whose
name of contractor _____, whose
principal place of business is at _____,

_____, does hereby certify under the pains and penalties of perjury that

_____, has paid all
name of contractor _____

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

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

Clerk of Corporation

SEAL

MEDFIELD ADULT COMMUNITY CENTER

MEDFIELD, MA

GRAHAM/MEUS

ARCHITECTURE

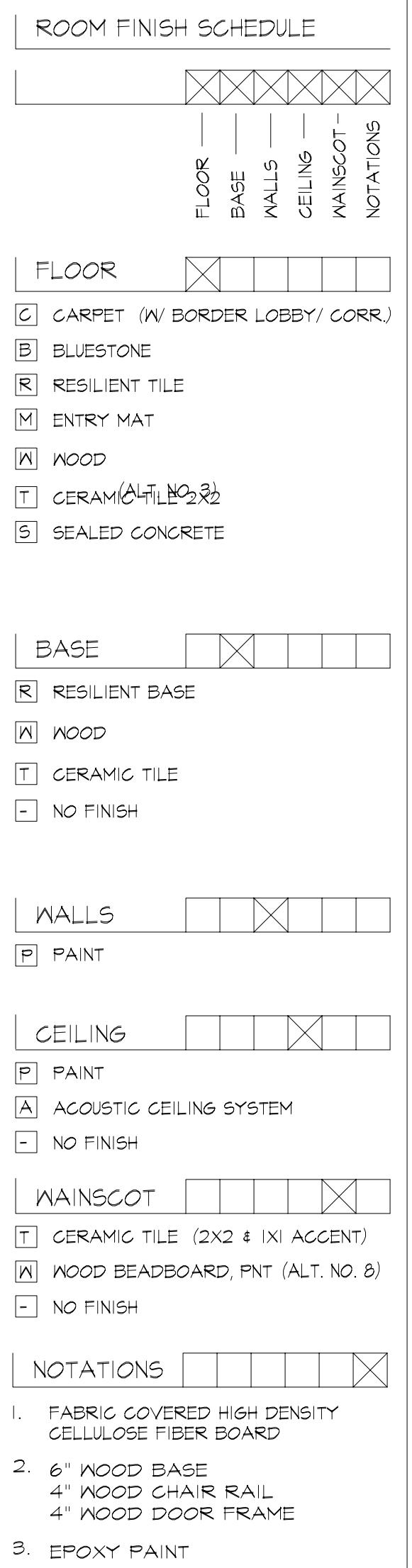
Six Edgerly Place Boston, MA
(617) 423 9399 02116

NOTES:

ALL INTERIOR WALLS TO BE
TYPE I UNLESS OTHERWISE NOTED.
REFER TO A7.1 FOR DETAILS

ALTERNATES THAT APPLY TO THIS SHEET:

- NO. 1 DEDUCT OPERABLE PARTITION
(KEEP STRUCTURAL SUPPORTS
FOR FUTURE)
- NO. 3 DEDUCT WOOD FLOOR
REPLACE WITH VCT
- NO. 5 DEDUCT ALUMINUM WOOD CLAD
WINDOWS
REPLACE WITH VINYL WINDOWS
- NO. 7 DEDUCT ENTRANCE CANOPY
- NO. 8 DEDUCT WAINSCOTING
- NO. 9 DEDUCT LIFT



FIRST FLOOR PLAN

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

FIRST FLOOR PLAN



Town of Medfield

**459 Main Street
Medfield, MA 02052**

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

**FAC 2025-15
Council on Aging
Addendum #1 - Carpeting Replacement
Dated 7/2/2025**

This Addendum #1 includes clarification #1 through #3, and questions and responses #1 through #7, followed by existing conditions photos for rooms that were locked during the walkthrough.

CLARIFICATIONS:

1. The due date listed on COMMBUY'S shows 12:00 PM on July 9th. The Due date is before 5:00 PM on July 9th.
2. Requested unit costs should be units costs 'furnished and installed'
3. The Council on Aging hours of operation on Saturdays are from 9AM-3PM

QUESTIONS AND RESPONSES:

1. Question: Is the 10-year experience requirement an absolute minimum for the prime contractor, or can it be satisfied through key personnel or subcontractors?

Response: The Town may at its sole discretion waive the 10 year minimum requirement if it is deemed in the Town's best interest to do so. If key personnel or subcontractors have 10+ years of experience it should be noted as part of the proposal submission.

2. Question: Please let us know style for the LVT in the walk off mat

Response: LVT has not been selected yet, but bidders should carry Interface textured wood grain A004 or equal.

Walk off mat has not been selected yet, but bidders should carry Interface Step Repeat Collection SR899 or equal.

3. Question: Please send a picture of the sign in sheet

Response: See attached (page 9)

4. Question: Please send measurements of the offices that were unable to be seen along with pictures of the furniture contained within

Response: See below updated approximate square footages for each room:

106	Outreach	110 SF
109a	Director	131 SF
109b	Closet	19 SF
110	Closet	11 SF
111	Office	102 SF
112	Copy Room	72 SF
		445 SF

Photos of each room are included at the end (pages 3-8) of this addenda

5. Question: Will the curio cabinet, closets in the hallway, and bookcases in offices be empty?

Response: The curio cabinet will be emptied, but the contractor will be expected to move it. Items on the floor in the Hallway closets will be moved by the Town. Any open faced shelves or bookcases in any of the offices will be emptied by the Town.

6. Question: Is there a budget amount available to the public?

Response: \$20,000

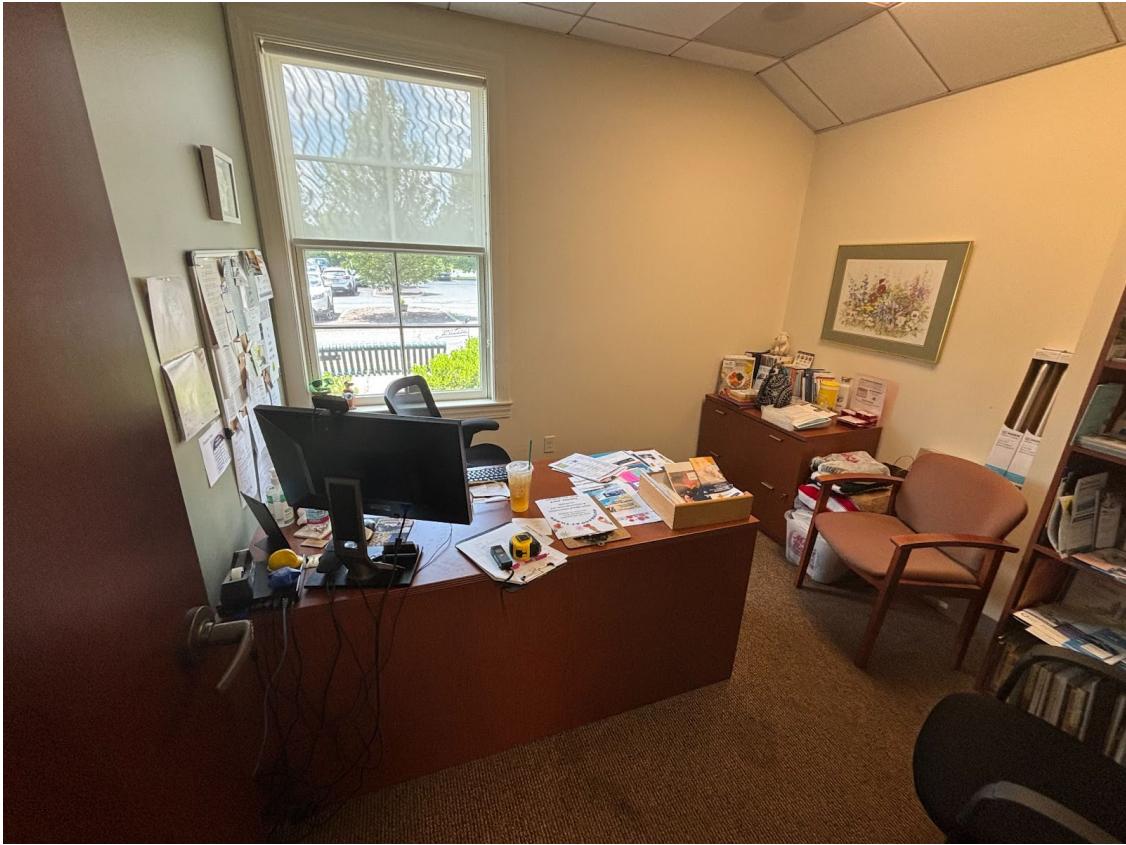
7. Question: Need further clarity on how much content handling the town expects. We can do actual furniture items that are cleared and empty but are they expecting us to empty closets, move boxes and small items, etc.?

Response: Here is portion of pack up the Town will complete:

- *Pack up any and all personal belongings - including papers, pictures, and knick-knacks that are on top of, or underneath the desks.*
- *Clean off tops of cabinets, shelves, desks and bookcases*
- *Empty overhead bins*
- *Pack up any open shelving units - including bookshelves*
- *Move plants and personal items*
- *Remove any pictures or loose papers on walls or bulletin boards*
- *Empty filing cabinets that are taller than ~4'-0"*

Please note that some personal items may be boxed, labeled, and stacked on or around office areas. It is expected that the contractor will move boxes to accommodate flooring installation. Any scope required to complete the flooring installation not listed above will be the responsibility of the contractor.

EXISTING CONDITIONS PHOTOS OF LOCKED ROOMS DURING WALKTHROUGH...CONTINUE ON TO NEXT PAGES 3 THROUGH 8...



ROOM 108 - OUTREACH 1 OF 2



ROOM 108 - OUTREACH 2 OF 2



ROOM 109A - DIRECTOR - 1 OF 2



ROOM 109A - DIRECTOR - 2 OF 2



ROOM 109B - CLOSET - 1 OF 1



ROOM 110 - CLOSET - 1 OF 1



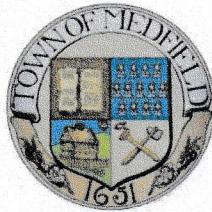
ROOM 111 - OFFICE - 1 OF 2



ROOM 111 - OFFICE - 2 OF 2



ROOM 112 - COPY ROOM - 1 OF 1



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **12th** of **August** in the year **Two Thousand and Twenty Five** between **JS Masonry Restoration, Inc.** with a usual place of business at **52 Eagle Drive, Dudley, MA 01571** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

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

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's Invitation for Bids (IFB) document dated **June 11th, 2025** inclusive of Addendum #1 dated **July 2nd, 2025** and (Attachment A), and Contractors completed BID FORM (IFB document Page 8). 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 provide on call masonry services to various Town and School buildings in accordance with the Town of Medfield's IFB document dated **June 11th, 2025** inclusive of Addendum #1 dated **July 2nd, 2025** (Attachment A). The Work is to be performed as directed, on an as needed basis.

3. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement in accordance with work completed, the hourly rates on submitted Bid Form, and the terms and conditions as listed in this agreement and the Town's Invitation for Bids document. The Town's financial obligations in future fiscal years are subject to annual appropriation by its legislative body.

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall be available to perform, per contract documents, upon the execution of this agreement on **August 12th, 2025**, and the agreement shall remain in effect until **August 11th, 2028**.

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

5. Performance of the Work

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

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

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

D. Notices, Compliance With Laws:

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

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

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

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

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

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

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

G. **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 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 time expended. The Town shall make payments within thirty (30) days after its receipt and approval of an invoice. In the

event that the Town requests a project to be completed on a 'cost not to exceed' basis, the invoice shall not exceed the not to exceed amount without written approval from the Town.

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:

By: Jen Sudyka
Name: JAN SUDYKA.
Title: PRESIDENT.

OWNER: Town of Medfield

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

EXAMPLE CLERK'S CERTIFICATE

July 2nd 2025

Action of Shareholders

Written Consent

(Date)

Inc.

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

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

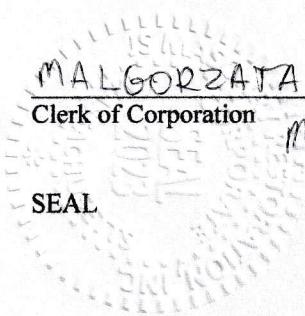
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as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

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

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

Clerk of Corporation Certificate

I, Malgorzata Suduka, 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 July 2nd, 2025


Clerk of Corporation

SEAL

MALGORZATA SUDUKA Secretary of JS Masonry Restoration Inc.
Malgorzata Suduka



INVITATION FOR BIDS (IFB)
TOWN OF MEDFIELD, MASSACHUSETTS
ON-CALL MASONRY SERVICES CONTRACT

FAC 2025-14
JUNE 11, 2025

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TOWN OF MEDFIELD

459 Main Street
Medfield, MA 02052
508-359-8505

INVITATION FOR BIDS

The Town of Medfield, Massachusetts invites bids for:

"ON-CALL MASONRY SERVICES CONTRACT" Contract No. FAC 2025-14

The Town of Medfield is seeking qualified firms to provide **ON-CALL MASONRY SERVICES CONTRACT** installations and repairs.

The selected vendor(s) will provide all labor, materials, equipment, tools, permits and supervision necessary for **ON-CALL MASONRY SERVICES** for all Town of Medfield buildings as directed by the Director of Facilities, in accordance with the conditions, requirements, and specifications attached.

Bid Documents will be available after **12:00 PM on June 11th, 2025**, to request a copy of the IFB document, send an email to: bjachowicz@medfield.net

All bids shall be submitted to the Medfield's Town Administrator's Office prior to **Wednesday, July 9th at 12:00 PM** at the address listed below:

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

The contract will be awarded under the provisions of M.G.L. c. 149 to the responsible and responsive bidder(s) offering the lowest total price for all three years of the contract.

If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having requested the IFB. The Town assumes no responsibility if a prospective bidder's designated email address is not current, or if technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.

If, at the time of the scheduled bid opening, the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open. Bids will be accepted until that date and time.

The Town of Medfield accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the Town of Medfield.

The Town of Medfield reserves the right to reject any and all bids, or to award or not to award the contract for any reason the Town Administrator determines to be in the Town's and/or the public's best interest.

SECTION 2: INSTRUCTIONS TO BIDDERS

This contract is being awarded under provisions of M.G.L. c. 149. Attention of all bidders is directed to all applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and By-Laws, as most recently amended, which govern this contract. They will be deemed to be included in the contract the same as though written out in full.

No bid received after the closing time and date established in the INVITATION FOR BIDS for the receipt of bids will be considered regardless of the cause for delay in the receipts of such bids.

ARTICLE 1 - BIDDER'S REPRESENTATION

1. Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
 - a. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 - b. The Bidder has visited the work sites and is familiar with the local conditions under which the work has to be performed. Note that the work may take place at any Town or School building.
2. Failure of any bidder to acquaint himself with the bid, work sites and contract documents shall in no way release that bidder from the obligations with respect to his bid.

ARTICLE 2 - REQUEST FOR INTERPRETATION/ADDENDA

1. Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
2. Questions concerning this invitation for bids must be submitted in writing via email to: bjachowicz@medfield.net The Town will only answer such requests if received by **Wednesday, June 25th, 2025 by 5:00 PM** Written responses will be emailed to all bidders on record as having requested the IFB.
3. Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The Town will not be held accountable for any oral communication.
4. Addenda will be emailed to every individual or firm on record as having requested the bid documents.
5. Bidders or proposers contacting ANY TOWN EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Facilities Department, once an IFB has been released, may be disqualified from the procurement process.
6. It is the responsibility of the prospective bidder to keep current the email address and to monitor

that email inbox for communications from the Town of Medfield, including requests for clarification. If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having requested the IFB. The Town assumes no responsibility if a prospective bidder's designated email address that is not current, or if technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.

7. The Town of Medfield accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the Town of Medfield.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

1. Bids shall be submitted on the "FORM OF GENERAL BID " as appropriate, furnished by the Town.
2. All bid forms shall be completely filled in and signed by the Contractor.
3. Each bid must be submitted on the prescribed forms which are included as pages of this document. All blank spaces bid prices must be filled in, in ink or typewritten, and must be legible. Forms which are incomplete or obscure, or which contain work not in accordance with the specifications, will be rejected.
4. Where so indicated on the Form of General Bid, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
5. Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to Town of Medfield and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the Town for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the Town will retain all bid deposits for withdrawn bids.
6. Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Town-Contractor agreement.
7. Each bid must be submitted in a sealed envelope bearing on its outside the name of the bidder, his address, and "**SEALED BID – ON-CALL MASONRY SERVICES CONTRACT**" **Contract No. FAC 2025-14**" - Attn: Town Administrator's Office.
8. Sealed bids shall be delivered to:

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

IF FORWARDED BY MAIL, the sealed envelope containing the bid must be enclosed in another

envelope addressed as specified.

8. If, at the time of the scheduled bid opening, the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open. Bids will be accepted until that date and time.
9. By submitting a bid, the bidder agrees to execute the contract, to provide insurance certificates, and to commence work within the time limits stated in the Contract Documents. If the successful bidder does not meet this requirement, the Town may then, at its option, award the contract to the next lowest bidder, or rebid the contract if determined to be in the public interest to do so. The Select Board will then sign for the Town, after which the contract will become effective.

EACH BID PACKAGE MUST CONTAIN:

- (a.) Contractor's Price Proposal (Form of General Bid) - signed by an authorized person. A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed and a Certificates As To Corporate Bidder.
- (b.) Non-Collusion and Tax Compliance Form
- (c.) Labor Harmony and OSHA Training Certification Form
- (d.) Bid Deposit (5% of the value of the total bid)
- (e.) Debarment Letter
- (f.) Bidder Qualifications and Reference Forms

ARTICLE 4 – ALTERNATES (*there are NO alternates with this bid*)

ARTICLE 5 – WITHDRAWAL OF BIDS

1. Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
2. Any bidder may modify his bid at any time prior to the scheduled closing time for receipt of bids provided such is received by the TOWN ADMINISTRATOR'S OFFICE prior to the closing time, and provided further that the final prices or terms will not be disclosed to the TOWN OF MEDFIELD until the sealed bid is opened.
3. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

4. No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

1. The contract will be awarded to the lowest responsible and responsive bidder offering the lowest total **price for all three years of the contract**.
2. The work under the contract is to be performed "as required" for the one (1) year period commencing **August 2025 and ending July 2026** with two (2) one-year options to be exercised at the sole discretion of the Town.
3. The Town will award the contract to the lowest responsible and eligible Bidder(s) within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids. The Town reserves the right to award the contract to multiple bidders if it is in the public's best interest to do so.
4. The Town reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
5. The Town reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
6. As used herein, the term "lowest responsible and eligible Bidder" is defined by M.G.L. c. 30 § 39M.
7. Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Town a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.
8. In the event that the Town receives low bids in identical amount from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by a blind selection process chosen by the Town such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
9. The Town of Medfield reserves the right to award the contract, or to reject any and all bids if it is in the public interest to do so.

ARTICLE 7 - TAXES

1. The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
2. The Town is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. Tax exemption forms will be provided to successful bidder(s).

**SECTION 3: BID FORM FOR GENERAL CONTRACTOR
FORM OF GENERAL BID**

The undersigned proposes to furnish all labor and materials as is required for this contract for buildings owned and operated by the Town of Medfield in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices.

The contract will be awarded to the lowest responsible and responsive bidder offering lowest total price for all three years of the contract.

This bid MUST be signed by authorized individual(s). The bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

By signing the Form of General Bid, the Bidder confirms compliance with applicable state and federal employment laws or regulations, including Worker's Compensation Insurance as required by M.G.L. Chapter 152.

Business Name: JS Masonry Restoration Inc

Business Address: 52 Eagle Drive

Town/State/Zip: Dudley MA 01571

Signed: JAN SUDYKA 07-02-25 (Date)

Printed Name: JAN SUDYKA Title: PRESIDENT

F.I.D. #: 932 398 215.

Telephone: 774 230 4893 Fax: 508 949 2028

Email address: jansudyka@yahoo.com

Addendums: # 1

MASON HOURLY RATES

		YEAR 1		YEAR 2		YEAR 3	
TERM		8/1/2025 to 7/31/2026		8/1/2026 to 7/31/2027		8/1/2027 to 7/31/2028	
Description	Estimated Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Monday – Friday 7:00 am – 4:00 pm	50 x	\$ 94.00	\$ 4700.00	\$ 95.00	\$ 4750.00	\$ 96.00	\$ 4800.00
Monday – Friday 4:00 pm – 7:00 am	15 x	\$ 94.00	\$ 1410.00	\$ 95.00	\$ 1425.00	\$ 96.00	\$ 1440.00
Saturdays, Sundays, Holidays	10 x	\$ 94.00	\$ 940.00	\$ 95.00	\$ 950.00	\$ 96.00	\$ 960.00
Total			\$ 7050.00		\$ 7125.00		\$ 7200.00

MASON HOURLY RATES of all three years \$ 21375.00

HELPER HOURLY RATES

		YEAR 1		YEAR 2		YEAR 3	
TERM		8/1/2025 to 7/31/2026		8/1/2026 to 7/31/2027		8/1/2027 to 7/31/2028	
Description	Estimated Hours	Hourly Rate	Total	Hourly Rate	Total	Hourly Rate	Total
Monday – Friday 7:00 am – 4:00 pm	50 x	\$ 79.00	\$ 3950.00	\$ 80.00	\$ 4000.00	\$ 81.00	\$ 4050.00
Monday – Friday 4:00 pm – 7:00 am	15 x	\$ 79.00	\$ 1185.00	\$ 80.00	\$ 1200.00	\$ 81.00	\$ 1215.00
Saturdays, Sundays, Holidays	10 x	\$ 79.00	\$ 790.00	\$ 80.00	\$ 800.00	\$ 81.00	\$ 810.00
Total			\$ 5925.00		\$ 6000.00		\$ 6075.00

HELPER HOURLY RATES of all three years \$ 18000.00

1. TOTAL MASON RATES (3 years) \$ 21375.00 and TOTAL HELPER RATES (3 years) \$ 18000.00 = TOTAL HOURLY RATES \$ 39,375.00

CONTRACTOR MARKUP

Materials - The contractor shall furnish all materials (equipment, parts and supplies) required under this contract at the **actual cost (wholesale) net price plus 10 percent:**

Estimated Material Cost	% Markup
Percentage of Markup	<u>10</u> %
Cost based on \$10,000 in Materials*	\$ 1000.00

2. TOTAL CONTRACTOR MARK UP \$ 1000.00 = (\$10,000 X 10 %)

Estimated material cost is for evaluative purposes only and does not reflect actual estimate materials required under contract.

3. Total of HOURLY RATES (1) and CONTRACTOR MARKUP (2) =

TOTAL CONTRACT PRICE \$ 40,375.00

END OF SECTION

SECTION 4: BIDDER'S QUALIFICATION FORMS

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, use an additional sheet. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract. In order to be responsive to this IFB, each bidder's company must have:

- a. Five (5) or more years in the Masonry industry.
- b. Representation of fleet vehicle and licensed personnel capable of responding within the required response time(s); and,
- c. Five (5) municipal references indicating the bidder's service quality, response time, personnel qualifications, business and billing office competence, equipment and part locating and pricing ability.
- d. The successful bidder must possess adequate labor, equipment, and management capabilities to effectively service this contract over the anticipated term, including all renewal options. e. The availability and proximity of the contractor's prime business location, as well as experience with school and municipal building work, shall be considered in its ability to respond to the Town of Medfield.
- f. Items or services equaling or exceeding the specifications will be considered as meeting the specifications.

1. FIRM NAME: J S MASONRY RESTORATION INC

2. WHEN ORGANIZED: July 08, 2023

3. INCORPORATED? ✓ YES NO (DATE AND STATE OF INCORPORATION: 07-08-2023 MA

4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION: \$ 116,472.00 for 3y service

On-call Masonry Services Town of Needham From January 2024 to Dec 2026

On-call Masonry Services Town of LEXINGTON From July 2024 to June 2026
\$ 149,999.00 3y service or max contract value reached.

1. Do you have at least five (5) years demonstrated experience performing similar services for municipalities or school districts? ✓ Yes No

2. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time? ✓ Yes No

3. Do you possess adequate labor, equipment, engineering, and management capabilities to effectively service this contract over the anticipated term, including all renewal options? ✓ Yes No

4. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded? Yes ✓ No

If "yes," please describe the circumstances below: (Attach a separate sheet of paper if necessary.)

JS Masonry Restoration INC previously Build Max INC.

REFERENCE FORM

Please list the names of **Five (5)** municipalities or school districts that you have provided similar services to within the last five (5) years.

1) Municipality/District: Town of Needham

Contact Name: Wayne Whistler

Phone: 781 898 4873

Email: wwhistler@needhamm.gov

Address: 500 Dedham Ave. Needham MA 02492

Contract Term (e.g. 2013-2021): 2018 - Present

Total Value: \$ 116 472.00 for 3 year service.

2) Municipality/District: Springfield Housing Authority

Contact Name: John Healy

Phone: 413 221 1432

Email: jhealy@shamass.org

Address: 60 Congress Street, Springfield MA 01104

Contract Term (e.g. 2013-2021): 2022 - Present

Total Value: \$ 60,000.00 for One year.

3) Municipality/District: Town of Douglas DPW

Contact Name: Adam Furno

Phone: 508 612 6738

Email: afurno@douglas-

Address: _____

Contract Term (e.g. 2013-2021): 2015 - Present

Total Value: \$ 12,000.00 for 1 year.

4) Municipality/District: Town of Reading
Contact Name: Kevin Cabuzzi
Phone: 781 670 0657
Email: Kcabuzzi@ci.reading.ma.us
Address: 16 Lowell Street Reading MA 01867
Contract Term (e.g. 2013-2021): 2021 - 2024
Total Value: \$ 50 000.00 for 3 year Service .

5) Municipality/District: City of Melrose
Contact Name: Jay McNeil
Phone: 781 870 0562
Email: jmcneil@cityofmelrose.org
Address: 562 Main Street Melrose MA 02176
Contract Term (e.g. 2013-2021): 2021 - 2023
Total Value: \$ 70,000.00 for a One year service .

DEBARMENT LETTER

Date: _____
Contractor Name: JS Masonry Restoration INC.
Re: Debarment Letter for Invitation For Bid # FAC 2025-14

As a potential vendor on the above contract, the Town requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

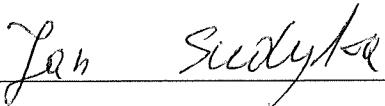
Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name: JAN SUDYKA
Company: JS Masonry Restoration INC
Address: 52 Eagle Drive
City, State, Zip: Dudley MA 01571
Phone: 774 2304893
Fax: 508 949 2028

Signature:



Date: 07-02-25

CERTIFICATE OF NON-COLLUSION

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.

JAN Sudyka

(Name of person signing bid or proposal)

JS Masonry Restoration INC

(Name of business)

CERTIFICATE OF TAX COMPLIANCE

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

JAN SUDYKA

Printed name of person signing bid or proposal

JAN Sudyka

Signature of person signing bid or proposal

JS Masonry Restoration INC

Name of business

93-2398215

*Social Security Number or Federal

Identification Number

07-02-25

Date

*Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

LABOR HARMONY AND OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c. 30, § 39 S (a), I certify under the penalties of perjury:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

JAN SUDYKA

Printed name of person signing bid or proposal

JAN SUDYKA

Signature of person signing bid or proposal

JS Masonry Restoration INC.

Name of business

07-02-25

Date



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: July 1st, 2025

AGENT CODE: 20-01948

ATTENTION: Lacie

Number of Pages: 3

RE: Bond 73735640 . JS Masonry Restoration, Inc.

On-Call Masonry Services Contract No. FAC 2025-14
5%

Contract Amount: \$ 41,000
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

*****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____
Contract Date: _____
Next two lowest bidders: \$ _____
\$

Was the principal the low bidder? Yes No

Do you need approval for the Performance and Payment bond at this time? Yes No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

**IMPORTANT NOTICE AND REMINDER: Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

BID BOND
(Percentage)

Bond Number: 73735640

KNOW ALL PERSONS BY THESE PRESENTS, That we JS Masonry Restoration, Inc.

of

52 Eagle Dr., Dudley, MA 01571, hereinafter

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto Town of Medfield

of 459 Main St., Medfield, MA 02052, 5.00% of the Amount

hereinafter referred to as the Obligee, in the sum of Bid (5%) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

On-Call Masonry Services Contract No. FAC 2025-14

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of July, 2025.

JS Masonry Restoration, Inc.

(Principal)

By Jan Sadyk (Seal)

Western Surety Company

(Surety)

By James J. Stochaj (Seal)

James John Stochaj

Attorney In Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73735640

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint James John Stochaj

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: JS Masonry Restoration, Inc.

Obligee: Town of Medfield

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73735640 is not issued on or before midnight of October 11th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed to this 9th day of July, 2025.

WESTERN SURETY COMPANY

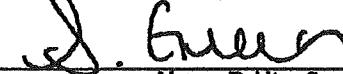

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of July, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of July, 2025.

WESTERN SURETY COMPANY


Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
Form F6308-5-2023

SPECIFICATIONS FOR **ON-CALL MASONRY SERVICES CONTRACT**

I. General Purpose

This bid is solicited for the purpose of procuring **ON-CALL MASONRY SERVICES CONTRACT** to be provided to the Town of Medfield for five (5) school buildings and six (6) town buildings for a minimum of one year with the option to extend annually for an additional two years at the sole discretion of the Town.

II. Scope of Work

The Town of Medfield is seeking qualified firms to provide **ON-CALL MASONRY SERVICES CONTRACT** installations and repairs.

Provide all labor, materials, equipment, tools, permits and supervision necessary for **ON-CALL MASONRY SERVICES** for all Town of Medfield buildings as directed by the Director of Facilities, in accordance with the conditions, requirements, and specifications attached.

A. General Requirements

- 1) Contractor shall furnish all labor, materials, equipment, staging and trucking as required for work in all buildings in accordance with all specifications.
- 2) Prices submitted on bid forms will be effective for one year from the date of award of the contract and can be extended for two (2) additional one (1) year periods by written agreement between the Town of Medfield and the successful bidder. The Town of Medfield shall have the unilateral option to extend the contract.
- 3) Contractor shall obtain and pay for all permits, inspections, licenses, bonds, and certificates required for work under this section. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.
- 4) Payment and Performance Bonds as required pursuant to M.G.L. 149. The contractor has 10 days from the date of the notification of the contract award to obtain the bond(s). The cost(s) of obtaining the bond(s) shall be paid for by the Contractor.
- 5) Contractor must certify that all employees on the worksite have successfully completed at least 10 hours of OSHA approved training, pursuant to M.G.L. c 30, 39S.
- 6) All work shall be authorized by the Director of Facilities or his designee through the issuing of a work order. Work under a specific work order shall begin and end upon the recording by a representative of the Facilities Department of the arrival and departure time of the contractor at the jobsite. It shall be incumbent upon the contractor to notify the Director of Facilities or his designee of their arrival at and departure from the jobsite. A copy of the service report including date of work, start time and finish time, name(s) of person(s) performing work and time each person worked, brief description of the work, materials used, and recommendations or comments pertaining to the condition of the work area shall be left at the jobsite upon the completion of the work. Any and all alterations to the scope covered by this contract are subject to the Town's approval.

- 7) All materials used are to be exact duplicate, or an approved substitute of the original used and/or specified by the Town, and in every case, guaranteed as per manufacturer's specification(s). All materials supplied by the contractor must be free of any lien, claim, or encumbrance.
- 8) Inspections and work are to be done during normal working hours (7:00 a.m. through 4:00 p.m., Monday through Friday). The Director of Facilities or his designee may authorize work outside normal working hours or days.
- 9) Hourly rates shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.
- 10) Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used. Invoices must indicate separate charges for labor and materials and material charges must be itemized. The contractor may only invoice for materials that have been furnished; materials on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Weekly payroll reporting forms for prevailing wage rates and signed statements of compliance must be submitted with all invoices. No invoices will be processed for payment without the above referenced documentation. The Town of Medfield reserves the right to audit vouchers for material to determine proper pricing.
- 11) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (June 30) must be invoiced immediately and in any case, before July 15th of the same calendar year. Payments may not be made if invoices are submitted after July 15th following the close of the fiscal year (July 1 – June 30).
- 12) All workmanship by the successful bidder shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials supplied by the successful bidder will have the standard manufacturers' warranties. Any defective materials supplied by the contractor shall be replaced at no cost to the Town of Medfield.
- 13) The obtaining of the insurance certificate(s) shall be a condition precedent to the effectuation of the contract. The premiums for this insurance coverage shall be paid for by the Contractor. The insurance shall remain in force during the full term of the contractual agreement and/or until all work is completed and accepted by the Town.

The Town is to be named as an additional insured, and is to be given notice prior to any changes or lapses of insurance coverage. Insurance coverages are to be provided in accordance with limits in sample contract agreement.

- 14) The contractor must supply all applicable MSDS forms as requested by the Town of Medfield Pursuant to MGL Chapter 111F, Sections 8-10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The contractor agrees to comply with all requirements set forth in the pertinent laws.
- 15) The contractor shall keep all exterior doors locked when the buildings are unoccupied and shall be responsible for locking the doors of the buildings or any portion(s) of the buildings at times other than when they are in normal use. Any Town property damaged by the contractor in carrying out the

provisions of this contract shall be restored to its original condition by and at the expense of the contractor. The Town of Medfield shall hold the contractor responsible for any Town property that is lost or stolen during the execution of the work. The contractor shall prohibit his employees from smoking, and they will be held responsible for any damage caused by smoking by any of his employees.

16) All material and debris shall be cleaned up immediately and removed from the building, leaving the premises in a clean condition.

17) The work shall include but not limited to:

- Replacement of concrete sidewalk panels and placement of new sidewalks
- Brick repointing
- Repointing and resetting brick walkways and stairs for ADA compliance
- Rebuilding/repairing of CMU block walls
- Concrete stair repair/replacement
- Replace/rebuilding of modular block walls
- Concrete restoration
- Stamped concrete
- Slab Cutting/saw cutting openings
- Installation of ADA concrete curb cuts
- Repair and installation of steel masonry lintels
- Enlarging or closing in of existing masonry openings
- Repairs to granite or concrete stairs
- Sealing of all types of masonry, brick, concrete and granite
- Pressure washing of masonry wall veneers

When requested, a written estimate shall be provided prior to commencement of work. Projects estimated to cost greater than \$50,000 (\$100,000 for schools) will be bid separately under the auspices of MGL Ch. 149 and Ch. 30 section 39M. The service contract will only cover jobs with a total cost of less than \$50,000 per job inclusive of all parts, supplies, materials, labor, etc. Any job over this amount must follow the required competitive procurement procedures

18) The contractor must possess a valid Unrestricted Massachusetts Construction Supervisors License (CSL).

19) They must have availability 365 days per year, and must respond within 24 hours.

20) The contractor must have established a minimum of 5 years' experience in the fields of MASONRY and CONCRETE services contained herein.

21) The contractor shall use trained and experienced employees to perform the services, directly employed and supervised by a designated foreman.

22) All tradesmen shall have a copy of any required licenses on file.

23) All persons operating a motor vehicle on town or school property must have a copy of the required motor vehicle license on file.

24) CORI CHECK Upon award of contract, contractors must have all personnel fill out a CORI Form and be approved OSHA Certification by the Town of Medfield before they begin any work.

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the TOWN, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the Town of Medfield certified payroll affidavits verifying compliance with M.G.L. c.149, §§27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the TOWN on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with M.G.L. c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

I, _____, 20_____

(Name of signatory party) (Title)

do hereby state: That I pay or supervise the payment of the persons employed by

on the
(Contractor, subcontractor or public body) (Building
or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____ Title _____



Town of Medfield

**459 Main Street
Medfield, MA 02052**

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

**FAC 2025-14
Town and District Wide
Addendum #1 - On Call Masonry Services
Dated 7/2/2025**

This Addendum #1 includes questions and responses numbered 1 through 3

QUESTIONS AND RESPONSES:

1. Question: Are the bid results from the previous contract available to review?

Response: This is the first time this contract has been bid out this way.

2. Question: The dollar amount that has been spent on this contract for each of the past three years.

Response: The Town has not had this contract in place previous years. Estimated yearly hours have been included on the bid form for bid comparison purposes – but these are estimated and the actual hours could be more or less.

3. Question: Verification that the use of our Annually Renewable Performance and Payment bond forms is acceptable.

Response: Yes, and annually renewable performance and payment bond form is acceptable



TOWN OF MEDFIELD, MASSACHUSETTS

DPW SALT SHED PAINTING FAC 2025-16 CONTRACT AGREEMENT

THIS AGREEMENT made this **12th of August** in the year **Two Thousand and Twenty Five** between **Hasson Enterprises, Inc. D/B/A CertaPro of Attleboro** with a usual place of business at **221 B Plain Street, Rehoboth, MA 02769** hereinafter called the **CONTRACTOR**, and the **Town of Medfield**, with a usual place of business at **459 Main Street, Medfield, MA, 02052**, hereinafter called the **OWNER**.

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

1. Contract Documents

The Contract Documents consist of this Agreement together with the Town of Medfield's Scope of Work document dated **July 9th, 2025** inclusive of **Addendums #1 and #2** (Attachment A), and Contractors completed BID SUBMISSION FORM (Scope of Work document Page 5). 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 prepare, repair, and repaint the Medfield Department of Public Works Salt Shed as detailed in the Town of Medfield's Scope of Work document dated **July 9th, 2025** inclusive of **Addendums #1 and #2** (Attachment A).

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 \$21,710.60**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work **before September 25th, 2025.**

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

5. Performance of the Work

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

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

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

D. Notices, Compliance With Laws:

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

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

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

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

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

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

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

G. **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 **\$21,710.60** 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:

By: 

Name: Randy Hasson

Title: President

OWNER: Town of Medfield

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, Tina Hassen 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 August 5, 2025

Tina Hassen
Clerk of Corporation

SEAL

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Jorge Rios
Print Name
Sales Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Jorge Rios, authorized signatory for
CertaPro Painters of Attleboro, whose
name of contractor
principal place of business is at 221 Main St, Rehoboth MA.,

____ does hereby certify under the pains and penalties of perjury that

CertaPro Painters of Attleboro has paid all
name of contractor

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

7/28/2016
Signature Date



SCOPE OF WORK:

DEPARTMENT OF PUBLIC WORKS - SALT SHED PAINTING

Town of Medfield, Massachusetts

Bid # FAC 2025-16

July 9, 2025

The Medfield Department of Public Works was rebuilt back in 2014. As part of this project, a new salt shed was also built on the property. The storage shed is approximately (95'L x 60'W x 42'H). The shed is in need of some minor repairs to siding, and new paint. The South side of the shed is several shades lighter due to sun exposure. The goal of this project is to repair any damaged siding or trim, and to apply new primer and paint coatings.

PROJECT LOCATION

Department of Public Works
55 North Meadows Road
Medfield, MA 02052

M.G.L. STATUTE

Chapter 149 - Building Construction Contracts

CONTACT INFORMATION

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

SITE VISIT

A MANDATORY site visit will be held on Wednesday, July 23rd, 2025 at 10:00 AM. There is parking available on site. Notify Ben via email (bjachowicz@medfield.net) at least twenty-four (24) hours in advance if you plan on attending.

QUESTIONS

No interpretations of the meaning of any plans or bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, by email to Ben: bjachowicz@medfield.net by Thursday, July 24th, 2025 by 5:00 PM. Responses will be sent out to all bidders recorded as planholder by Friday, July 25th, 2025 by 5:00 PM.

BID DUE DATE

Bids are due on Wednesday, July 30th, 2025 by 5:00 PM. Bids should be emailed directly to Ben (bjachowicz@medfield.net) in PDF format before the due date.

RULE FOR AWARD

The Town will award this contract to the lowest responsible and responsive bidder. The Town may decide to award the project with any combination of requested alternates at its sole discretion. The Town reserves the right to accept or reject any and all bids, to waive any irregularities or informalities in the bidding process, and to make the award in the best interest of the Town.

EXPERIENCE

Bidders must have a minimum of ten (10) years experience with painting projects of similar scope. Experience with municipal projects is strongly preferred.

SCOPE OF WORK

1.0 PROJECT SPECIFIC SCOPE OF WORK:

1.1 The contractor shall provide all labor, materials, tools, and equipment necessary to complete the following:

1.2 Inspect all exterior surfaces to be painted and identify areas requiring repair or additional preparation.

1.3 Pressure wash or clean all surfaces to remove dirt, mildew, and debris.

1.4 Scrape, sand, and prime all loose, peeling, or flaking paint.

1.5 Repair minor cracks, holes, and other imperfections in the siding and trim. Reattach or replace siding or trim where necessary.

1.6 Caulk gaps, seams, and joints to ensure a weather-tight seal.

1.7 Repair & Prep work must be signed off by the Town before priming can commence.

- 1.8 Apply one (1) full coat of high-quality exterior primer.
- 1.9 Apply a minimum of two (2) coats of high-quality, weather-resistant exterior paint in a color approved by the Town. The colors are to match the existing exterior colors.
- 1.10 Ensure even coverage and a uniform finish across all surfaces.
- 1.11 Properly protect adjacent surfaces, doors, equipment, asphalt, and landscaping from paint splatter and damage.
- 1.12 Remove and properly dispose of all debris, paint chips, and hazardous materials in compliance with Massachusetts environmental regulations.
- 1.13 Restore work areas to their original condition.
- 1.14 All work must comply with the Massachusetts State Building Code, OSHA regulations, and all other applicable federal, state, and local laws.
- 1.15 The contractor must obtain all necessary permits before commencing work.
- 1.16 All materials used must meet or exceed industry standards for durability and environmental compliance.
- 1.17 The contractor must be licensed and insured in the Commonwealth of Massachusetts.
- 1.18 Final signoff on all punch list items is required by the Town prior to the release of final payment.

1.12 DRAWING LIST:

There are no drawings included as part of this bid package. Bidders shall complete a site visit to verify existing conditions and familiarize themselves with the project site.

2.0 SCHEDULE

- 2.1 This project will commence on or around August 13th, 2025, and must be completed by September 25th, 2025.

3.0 WARRANTY

- 3.1 Provide a 1-year warranty on workmanship and installation
- 3.2 Provide the Town with all product data sheets and O&M manuals
- 3.3 Provide the Town with copies of all manufacturer's warranties

4.0 PREVAILING WAGE RATE

4.1 In accordance with Massachusetts General Laws, this project is subject to the prevailing wage rate. The current wage rate sheet is attached to the end of this document.

5.0 BONDING REQUIREMENTS

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

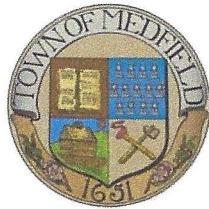
6.0 SUBMISSION REQUIREMENTS

- 6.1 Completed 'Bid Submission Form' (found on page 5)
- 6.2 Completed 'References Form' (found on page 6)
- 6.3 Proof of licensing, certifications, insurance, and bonding (if applicable)
- 6.4 Contractor is prepared to agree to contract terms and conditions if awarded

7.0 EXISTING CONDITIONS PHOTOS

Below is a photo of the salt shed taken circa November 2024:





BID SUBMISSION FORM
DEPARTMENT OF PUBLIC WORKS
Salt Shed Painting
FAC 2025-16

COMPANY NAME

Contractor: Centro Paints of Attleboro

ADDENDUMS

Acknowledges Addendums #: 1, 2, , , , ,

CONSTRUCTION COST

Base Bid Amount: \$ \$21,710.62

Schedule to complete work (in working days): 3-5 days

ALTERNATES

None

UNIT COSTS

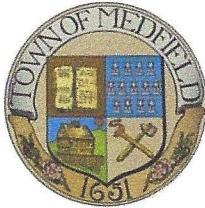
None

ATTESTATION

Has reviewed the contract and is prepared to execute the agreement with terms and conditions as written? (see pages 9 through 19) YES or NO

SIGNED: John P. Lis

DATE: 7/28/2025



REFERENCES FORM
DEPARTMENT OF PUBLIC WORKS
Salt Shed Painting
FAC 2025-16

Customer: Attleboro Public Schools
Mailing Address: 908 Oak Hill Ave.
Period of Service (MM/YYYY): July 2025 through present.
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Hilley Elementary & Briggs Corner School
Primary Contact: Jason Parentean Title: Director
Telephone: 508-326-0258 Ext: _____
Email: Jason.Parentean@sodexo.com

Customer: Watertown MA.
Mailing Address:
Period of Service (MM/YYYY): July 2025 through July 2025
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Cunniff School
Primary Contact: Denise Moroney Title: Director
Telephone: 617-686-3184 Ext: _____
Email: dmoroney@watertown-ma.gov

Customer: Pembroke Hospital
Mailing Address:
Period of Service (MM/YYYY): July 2025 through July 2025
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Pembroke Bathrooms
Primary Contact: Zack Solomon Title: Director
Telephone: 617-283-6917 Ext: _____
Email: Zachary.Solomon@ushri.org

Customer: Primo on the Water - Restaurant.
Mailing Address:
Period of Service (MM/YYYY): July 2025 through present.
Is this a Municipal or other Governmental Unit?: Yes No
Project Name: Extension Brick.
Primary Contact: James /shannon Primo Title: Owners
Telephone: 774-644-6602 Ext: _____
Email: jprimo275@gmail.com



Town of Medfield

**459 Main Street
Medfield, MA 02052**

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

**FAC 2025-16
Department of Public Works
Addendum #1 - Salt Shed Painting
Dated 7/25/2025**

This Addendum #1 includes clarifications 1 & 2, and questions and responses 1-6

CLARIFICATIONS:

1. Prior to starting work on site, the Town will move equipment staged around the salt shed and cut away weeds along the back side of the building.
2. Bidders should include painting of one (1) 3070 hollow metal door and frame, and two (2) steel concrete filled bollards (approx. 50" tall x 7" diameter)

QUESTIONS AND RESPONSES:

1. Question: Is all labor on site to be prevailing wage?

Response: Yes

2. Question: Is caulking required to seal existing woodwork?

Response: Yes

3. Question: Is a DCAMM certification required to bid this project?

Response: No

4. Question: What coatings systems/manufacturers are acceptable for this project?

Response: Paint should be an exterior latex exterior grade paint – Sherwin Williams, Benjamin Moore, or equal.

5. Question: Can you clarify the extent of the wood repair and wood replacement?

Response: Voids or gaps in siding or wood beams should be filled. Any rotted or significantly damaged pieces of wood should be replaced. An example is the South side rake boards that have been damaged by woodpeckers should be replaced.

6. Question: What type of replacement wood, fillers, etc. should be used for repairs?

Response: Wood should be replaced in kind with existing, wood filler should be an epoxy based or exterior grade wood filler.



Town of Medfield

**459 Main Street
Medfield, MA 02052**

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

**FAC 2025-16
Department of Public Works
Addendum #2 - Salt Shed Painting
Dated 7/28/2025**

This Addendum #1 includes clarifications 1 & 2

CLARIFICATIONS:

1. Scope of Work item 1.9 notes that the colors are to match the existing. The green color should match existing, but the blue/grey color will likely be replaced with a color that is slightly darker.
2. Continue on to page 2 for a copy of the pre-bid sign in sheet.

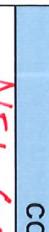
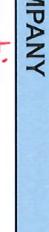
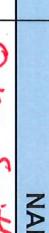
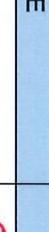
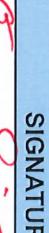
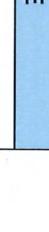


TOWN OF MEDFIELD, MASSACHUSETTS

SOW - DPW SALT SHED PAINTING - WALKTHROUGH SIGN IN SHEET

Bid Number: FAC 2025-16

Bids Due: Wednesday, July 30th, 2025 before 5:00 PM

COMPANY	NAME	EMAIL	SIGNATURE
1 NEL Corporation	Owen Smith	Owen@nelcorporation.com	
2 Northeast Construction Inc	Bruno Schuonck	northeastconstructionma@gmail.com	
3 CertaPro Painters	Jorge Rios	Jorge.Rios@certapro.com	
4 ApiairyPaintingLLC	Peter Moisakos	Peter@ApiairyPainting.com	
5 IEC	David Knibb II	DavidIEC-corp.com	
6 Performance Coating	Sonny Phorch	SPhorch2@gmail.com	
7 King Painting	Tim Rukke	TimRukke@KingPaintingInc.com	
8 John W Egan	Ryan Roode	Estimating@JohnWegan.com	
9 Fine Enterprises of Englewood	Glen Anderson	Glen.anderson@fineofne.com	
10 TAB Painting Contractors	Michael Brancu	Mike@90-3491.com	
11 YES UGLY CHAIN PAINTING INC	Tonie Mihayloff	YESUGLYCHAINPAINTINGINC.COM	
12 R T E Painter	Angie Eckstrey	Angie.Eckstrey@redgreenhousepaint.com	
13 RFG	EDDIE	EDDIE@RFGContractor.com	
14 RFG Contractor	Thago Datsch	T.DATSC@RFGContractor.com	
15			

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, Massachusetts 02118
Home Improvement Contractor Registration

HASSON ENTERPRISES, INC.
D/B/A CERTAPRO OF ATTLEBORO
221 B PLAIN STREET
REHOBOTH, MA 02769

Type: Corporation
Registration: 157097
Expiration: 10/19/2025

Update Address and Return Card.

THE COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs & Business Regulation
HOME IMPROVEMENT CONTRACTOR
TYPE: Corporation
Registration 157097 Expiration 10/19/2025

HASSON ENTERPRISES, INC.
D/B/A CERTAPRO OF ATTLEBORO

TINA HASSEN
221 B PLAIN STREET
REHOBOTH, MA 02769

Edward A. Pallotti
Undersecretary

Registration valid for individual use only before the
expiration date. If found return to:
Office of Consumer Affairs and Business Regulation
1000 Washington Street - Suite 710
Boston, MA 02118

Tina Hassen
Not valid without signature



TOWN OF MEDFIELD, MASSACHUSETTS
459 MAIN STREET, MEDFIELD, MA 02052

TOWN HALL WINDOW REPLACEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made this **14th** day of **July, 2025**, by and between the **Town of Medfield**, a municipal corporation, duly organized under the laws of Massachusetts and having a usual place of business at **459 Main Street, Medfield MA 02052**, hereinafter referred to as the **OWNER**, and **AECOM Technical Services, Inc.**, having a place of business at **1 Federal Street, 8th Floor, Boston, MA 02110**, hereinafter referred to as the **CONTRACTOR**.

WHEREAS, the OWNER and Contractor entered into an agreement dated **January 21, 2025**, in accordance with their Proposal dated **August 9, 2024**, which is attached to the original Contract as Appendix A; and WHEREAS, the Contract has expired on **June 30, 2025**; and

WHEREAS, the Owner and Contractor have continued to operate under the contract notwithstanding the expiration of the Contract, desire to ratify any and all activities under the Contract since its expiration, and to reinstate and carry forward the terms, conditions, covenants and obligations of the contract as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the OWNER and Contractor agree as follows:

1. The OWNER and Contractor agree to amend the expiration of the Contract from **June 30, 2025 to September 30, 2025**.
2. The contract total remains the same: **\$70,156.90**
3. This Agreement for Extension of Contract shall be attached to original Contract and shall be fully integrated and incorporated therein, and shall form the Contract Documents.
4. All other provisions of Contract including terms and conditions to remain the same and in full force and effect.

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

MEDFIELD SELECT BOARD

By: _____

By: _____

By: _____

AECOM TECHNICAL SERVICES, INC.

By: *Lane Toporowski* _____

Title: Vice President

TOWN OF MEDFIELD

Kristine Trierweiler, Town Administrator

Approved as to Form:

Mark G. Cereal, Town Attorney



Southeastern Regional Services Group

CONTRACT FOR OFFICE SUPPLIES

THIS AGREEMENT made this _____ day of _____ in the year 20____ by and between **W.B. Mason Co. Inc. of Brockton, MA** (hereinafter called the Contractor) and the **Town of Medfield** represented by the Board of Selectmen or Town Administrator/Manager (hereinafter called the Town) or the Mayor (hereinafter called the City).

The Contractor has bid successfully to provide office supplies described in the reference Catalog or electronic catalog-file as may be ordered on an as-needed basis for a twenty-four-month period commencing July 1, 2025 and ending June 30, 2027 ("Contract Period"). Incorporated by reference and specifically made a part of this Contract are the advertisement for bids, terms in the Invitation for Bids and the Bid of the Contractor including the reference Catalog or electronic catalog-file. Capitalized terms not defined herein shall have the meaning ascribed to them in the Invitation for Bid.

1. Scope of Contract

The Contractor agrees to furnish and deliver office supplies to the City or Town at the delivery points listed in the Invitation for Bids as well as any formally added by the municipalities during the contract period in conformance with the terms and conditions of the Contract and the requirements and specifications as set out in the Invitation for Bids. Contractor also agrees to accept and pick-up all returned items and credit the account promptly with the appropriate refund. Contractor agrees that there will be no delivery charge and no taxes added to the discounted prices. Contractor agrees that there is no minimum order under this Contract.

2. Contractor's Responsibilities for Receiving Orders

a. One employee of the Contractor shall be designated the customer service representative for the purpose of establishing customer account numbers. The City or Town may set up as many customer service accounts as it desires. The customer service rep shall deliver an **electronic** copy of the 2026 Essendant, Inc. electronic file.

b. The Contractor shall submit invoices for supplies delivered that correctly show the item ordered, the date, and quantity delivered. It shall also correctly reflect returns and credits. The invoice shall also designate the name of the ordering department and FOR EACH ITEM ORDERED SHOW THE CATALOG LIST PRICE, THE DISCOUNT TAKEN, THE NET PRICE, THE QUANTITY ORDERED AND THE EXTENSION.

INCORRECT INVOICES WILL NOT BE PAID. If the contract discount is not taken off of the Catalog list price for an item, the fact that the item is a non-discounted item must be noted on the invoice. If this item receives a discount other than the one specified by the Contractor on Appendix A, the amount of this discount must be noted next to the item ordered.

c. The Contractor shall establish a telephone number in the local calling area of the City or Town, or a

toll-free number, to facilitate free telephone calls for the placing of verbal orders or for customer service. A FAX number shall also be established to permit placing written orders.

d. The Contractor shall provide, in a timely manner, the City or Town with quarterly usage reports with a written inventory of items and quantities which the City or Town has ordered to date under this Contract. These reports shall show purchases by department listing the stock number and description of the item ordered, the list-catalog price, discount taken, net price, quantity and extension as well as a designation of whether the item is recycled. If quarterly reports are not provided in a timely manner do not fit the required format, awarding authorities reserve the right to terminate the contract.

3. Authorized Personnel

The City or Town will provide the Contractor with the names of personnel who are authorized to place orders under this Contract and who will be supervising the services rendered. All deliveries shall be made in the presence of these authorized representatives who will sign any delivery slips. Any deliveries made without authorization and without a signature shall be at the risk and expense of the Contractor.

4. Risk of Loss.

The Contractor shall bear the risk of loss for the office supplies while in transit to the destination within the City or Town and until receipt and acceptance of the items by the City or Town.

5. Product Delivery

Office supplies shall be delivered by the Contractor within twenty-four hours of the receipt of the order. Contractor shall notify the City or Town at the time that the order is placed if it is not possible to comply with this delivery schedule. The City or Town reserves the right to obtain any item it has ordered from an alternate source if the Contractor does not meet this delivery schedule. All materials must be off-loaded at the delivery site by the Contractor.

6. Payments

Payments shall be made at the end of each month for the deliveries made during the preceding month. Individual invoices shall be submitted to the City or Town no later than the fifth of each month. Payment will be made on a unit price basis for all office supplies delivered during the previous month. Invoices must list the unit price **WITH THE DISCOUNT TAKEN** (the net price) in order for payment to be made.

TARIFF COST ADJUSTMENT

SSERG is not specifying a cost percentage inclusion or exclusion rule for bid prices that may be subject to change on account of potential tariffs on materials or equipment. All bidders should calculate their bid prices on the basis of the best information available to them at the time of bid submission. If, after award of a contract, there is a question regarding an impact on pricing as a result of adoption or assessment of a tariff, SSERG will evaluate the circumstances to determine whether a contract price adjustment is warranted. Bidders should create and save documentation and supporting information (including price quotes, take-off sheets, etc.) for bid prices used at the time of bid submission. Any contract price adjustment will require clear evidence of a post-bid price change, and how, specifically, the material or equipment cost was affected by tariff requirements after submission of the bid.

NOTE: The contract price will be subject to reduction if bid prices include an amount attributable to tariffs that ultimately are not adopted for, or not assessed on, the item(s) in question. SSERG reserves

the right to require evidence of Contractor's bid pricing computations and prices actually paid for materials and equipment, for the purpose of ensuring SSERG does not pay any inapplicable tariff-based premium. The Contractor shall comply with SSERG's information and documentation requests for that purpose

7. Substitute list-price Reference Catalogs, either in print or electronic-file form:

The Contractor will be permitted during the Contract Period to substitute the 2022 version of the Catalog for the 2021 reference Catalog and the 2023 version for the 2022 Catalog for the purpose of establishing new Catalog prices. New Catalogs must be provided by the Contractor to all departments who are authorized to purchase under this Contract. **No other price increases are allowed under this contract.** If contractor does not provide catalogs in a timely manner, awarding authorities reserve the right to terminate the contract.

8. Warranty

The Contractor warrants that all goods, equipment and/or supplies provided will be free of any defects in workmanship or materials and will conform to the specifications identified in the Invitation for Bids and as submitted in the Contractor's Bid and will be fit for ordinary use for the usual life of the item or part thereof. The warranties in this section do not replace or diminish any warranties contained in the Contractor's Bid or Specifications but are in addition to those provided by the Contractor. Any manufacturers' warranties in addition to those provided by the Contractor shall accrue to the benefit of the City or Town.

9. Termination for Convenience

The City or Town may terminate the Contract in whole or in part when the City or Town determines such termination to be in the best interests of the City or Town. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be reimbursed for the cost of those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this paragraph shall not relieve the Contractor of any liability to the City or Town which it has under the Contract for damages sustained or costs incurred by reason of any breach of the Contract by the Contractor.

10. Termination for Default

Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The City or Town's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure.

Notice of the termination for default may be oral, faxed or written and will be effective immediately upon receipt. If notice is oral or faxed, it must be subsequently confirmed in writing.

Termination of the Contract shall not relieve the Contractor of any liability to the City or Town under the Contract. The City or Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the City or Town from the Contractor is determined.

If the City or Town terminates the Contract for default in whole or in part, it may acquire under the terms and in the manner it considers appropriate, goods, equipment or supplies similar to those ordered. In such case, the Contractor will be liable to the City or Town for any excess costs of those items; however, the Contractor shall continue any part of the Contract not terminated.

The rights and remedies of the City or Town under this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

11. Force Majeure.

Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, Acts of God or the public enemy, fires, flooding, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this paragraph. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

12. Fair Employment Practices

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; Massachusetts General Laws Chapter 151B Section 4 (and all relevant subsections); and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

13. Assignment

Neither the Contract nor any payments due pursuant to any order under it may be assigned to any other party except with the prior written approval of the City or Town. Such approval shall not be unreasonably withheld.

14. Tax Exemptions

No taxes are to be included in any price. The City or Town is exempt from federal taxes, excise, state and local taxes and from Massachusetts sale and use taxes. To the extent any sales, import or other taxes apply, or become applicable, the Contractor shall be reimbursed for any costs or expenses incurred as a result of the tax being newly applied. SERSG Service Corp. is not exempt from sales tax and shall be billed accordingly.

15. Indemnification

The Contractor shall indemnify and hold harmless the City or Town against any liability, damage or expense which the City or Town may sustain, incur or be required to pay, arising out of or in connection with claims for personal injury or damage to real or tangible personal property resulting from any negligent action or inaction or willful misconduct of the Contractor, a person employed by the Contractor, or any of its subcontractors in the performance of the Contract provided that:

- (a) The Contractor is notified of any claim promptly after the City or Town becomes aware of it; and
- (b) The City or Town gives the Contractor information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, the City or Town makes any defenses available to it also available to the Contractor.
- (c) In such event the Contractor shall have the right to disapprove any negotiated settlement.

The Contractor's indemnity obligation under this paragraph shall be reduced to the extent by which the liability, damage or expense results from the negligence or misconduct of employees of the City or Town or the employees, agents and subcontractors of another contractor. No limitation of liability provision of the Contract shall apply to the indemnification provided by this paragraph.

16. Examination/Audit of Records

The City or Town may, at reasonable times, examine and audit the books and/or records of the Contractor where such books and/or records relate to the performance and payments due there under for the Contract or subcontract entered into by the Contractor. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor for a period of six (6) years from the date of final payment under the prime contract or subcontract.

17. Contract Manager/Contract Officer

The Contractor designates Andrew Lane to act as Contract Manager.

He or she or any successor to this role designated in writing will act to ensure the Contract provisions and scope of services are being adhered to and will work with the City or Town to facilitate the performance of the Contract.

The City or Town designates _____ to act as Contract Officer.

He or she shall have responsibility for coordinating the performance of the City or Town's obligations under the Contract and interacting with the Contract Manager.

18. Notices

Any notice required by the Contract to be given to a party shall be in writing addressed as follows:

To the Contractor

Andrew Lane
c/o W.B. Mason, Co., Inc.
59 Centre St
Brockton, Ma 02303

To the City or Town

Either party may change its address for the purposes of this section by notice given in accordance with this paragraph. Notices given by certified mail, return receipt requested, shall be sufficient. Notices delivered by ordinary mail or in hand shall not be sufficient unless acknowledged in writing by the addressee or his designee.

19. Employee Insurance

The Contractor agrees during the Contract Period to maintain at the Contractor's expense all insurance required by law for its employees including disability, workers compensation and unemployment compensation.

20. Amendments

No Amendment to the Contract shall be effective or binding upon the parties unless in writing and signed by the City or Town and the Contractor.

21. Choice of Law

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any action relating to or claim arising from the Contract, whether pursuant to state or federal law in a court of competent jurisdiction within the Commonwealth of Massachusetts. —

22. Severability

If any provision of the Contract is found to be illegal, then both parties shall be relieved of their obligation under that provision. The remainder of the Contract shall continue in force.

23. Conflicting Terms and Conditions

In the event a Contractor's pre-printed forms and literature state information that conflicts with the terms and conditions in the Contract, the terms of the Contract shall take precedence.

24. Entire Agreement

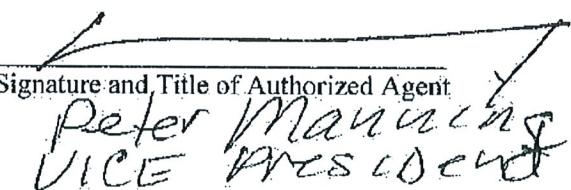
The City or Town and the Contractor agree that all of the terms stated herein and any attachments hereto constitute the total and complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, negotiations and undertakings not set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and the year above written.

For the Contractor:

6/26/25
Date:

By:


Signature and Title of Authorized Agent
Peter Manning
VICE PRESIDENT

For the Town:

Date

By _____
Signature and Title of Authorized Agent



Southeastern Regional Services Group

Award of PAPER contract for 7/1/2025 - 6/30/2026

The Board of Selectmen of the Town of Medfield voted at its meeting held on _____ to award a contract to W.B. Mason of Brockton, MA for Paper items listed below for the one-year period commencing on July 1, 2025. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chair, Board of Selectmen

Date

Board Member

Board Member

92 BRIGHTNESS**20 lb. White, 8 1/2" x 11" LETTER**

<u>W.B. Mason</u>	<u>\$39.40</u>	per carton	23	cartons	<u>\$906.20</u>
	Bid Price				Sub-Total

**20 lb. White, 8 1/2" x 11" LETTER
PUNCHES**

<u>W.B. Mason</u>	<u>\$40.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 11" LETTER RECYCLED

<u>W.B. Mason</u>	<u>\$42.40</u>	per carton	31	cartons	<u>\$1,314.40</u>
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 14" LEGAL

<u>W.B. Mason</u>	<u>\$42.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

20 lb. White, 8 1/2" x 14" LEGAL RECYCLED

<u>W.B. Mason</u>	<u>\$45.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

20 lb. White, 11" x 17" LEDGER**(Carton- 2500 Sheets)**

<u>W.B. Mason</u>	<u>\$40.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

'20 lb. White, 11" x 17" LEDGER**RECYCLED (Carton- 2500 Sheets)**

<u>W.B. Mason</u>	<u>\$43.90</u>	per carton	2	cartons	<u>\$87.80</u>
	Bid Price				Sub-Total

60 lb., 8 1/2" x 11" LIGHT CARDSTOCK

<u>W.B. Mason</u>	<u>\$62.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

96 BRIGHTNESS**20 lb. White, 8 1/2" x 11"**

<u>W.B. Mason</u>	<u>\$43.40</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

96 BRIGHTNESS**24 lb. White, 8 1/2" x
14"**

<u>W.B. Mason</u>	<u>\$79.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

96 BRIGHTNESS**24 lb, White, 11" x
17"**

<u>W.B. Mason</u>	<u>\$64.40</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

98 BRIGHTNESS**20 lb. White, 8 1/2" x
11"**

<u>W.B. Mason</u>	<u>\$46.30</u>	per carton	8	cartons	<u>\$370.40</u>
	Bid Price				Sub-Total

20 Lb. - Bond Paper**25% Cotton or Similar, 8 1/2" x
11"**

<u>W.B. Mason</u>	<u>\$129.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

COLORED PAPER**20 lb.-One Color- 8 1/2" x 11"**

<u>W.B. Mason</u>	<u>\$53.90</u>	per carton	0	cartons	<u>\$0.00</u>
	Bid Price				Sub-Total

20 lb.- Assorted colors- 8 1/2" x 11"

<u>W.B. Mason</u>	<u>\$55.90</u>	per carton	1	cartons	<u>\$55.90</u>
	Bid Price				Sub-Total

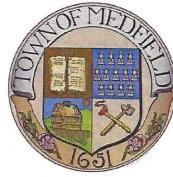
GRAND TOTALS

W.B. Mason

\$2,734.70

Bidder's Name

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



Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

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

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

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Applicants Name: Evan Mustard Email: EMustard@thetrustees.org
Street Address: 39 Powisset Street Telephone: 508-530-1140

City/Town, State: Douglas MA 02030

Event and Purpose: Folk the Woods! outdoor music festival

Location of Event: Rocky Woods Reservation

Date and Hours of Event: August 31, 2025 12-5PM

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

Sketch of Area Where Liquor to be Served attached: Yes No

Copy of Valid Bartender Trainings attached: Yes No

Copy of Certificate of Liability Insurance attached: Yes No

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

Signature of Applicant

Date filed

Licensing Authority Signature

Date approved

Conditions: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Federal Street Boston MA 02110	CONTACT NAME: PHONE (A/C, No. Ext): 617-261-6700	FAX (A/C, No): 617-646-0400
	E-MAIL ADDRESS:	
INSURED The Trustees of Reservations 200 High Street, 4th Floor Boston MA 02210	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Navigators Insurance Company	42307
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 220598413 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	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2713745	5/16/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	OTHER:						MED EXP (Any one person)	\$ 5,000	
	AUTOMOBILE LIABILITY ANY AUTO						PERSONAL & ADV INJURY	\$ 1,000,000	
	OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					GENERAL AGGREGATE	\$ 2,000,000	
	EXCESS LIAB						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A					PER STATUTE	OTH- ER	
E.L. EACH ACCIDENT							\$		
E.L. DISEASE - EA EMPLOYEE							\$		
E.L. DISEASE - POLICY LIMIT							\$		
B A A	Excess Liability SEXUAL/PHYSICAL Liquor Liability			NY24EXRZ04W1CIV PHPK2713745 PHPK2713745	5/16/2025 5/16/2025 5/16/2025	4/1/2026 4/1/2026 4/1/2026	Excess Limit Aggregate Limit Limit	\$10,000,000 \$2,000,000 \$1,000,000	

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

Named Insured's:
The Trustees of Reservation
Boston Natural Areas Network
The Farm Institute
The Massachusetts Land Conservation Trust
Hilltown Land Trust
Fruitlands Museum
deCordova
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED The Trustees of Reservations 200 High Street, 4th Floor Boston MA 02210	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

deCordova Museum and Sculpture Park
 deCordova and Dana Museum and Park

RE: 2019 Ford E450 Reefer - VIN# 1FDXE4FS8KDC14922



CERTIFICATE OF COMPLETION

This certifies that

Evan Mustard

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
06/30/2025

Expiration Date
06/29/2028

Certificate #
 ON-000037871644

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)

TIPS[®]
On-Premise
Issued: 06/30/2025
Certificate #: ON-000037871644

CERTIFIED

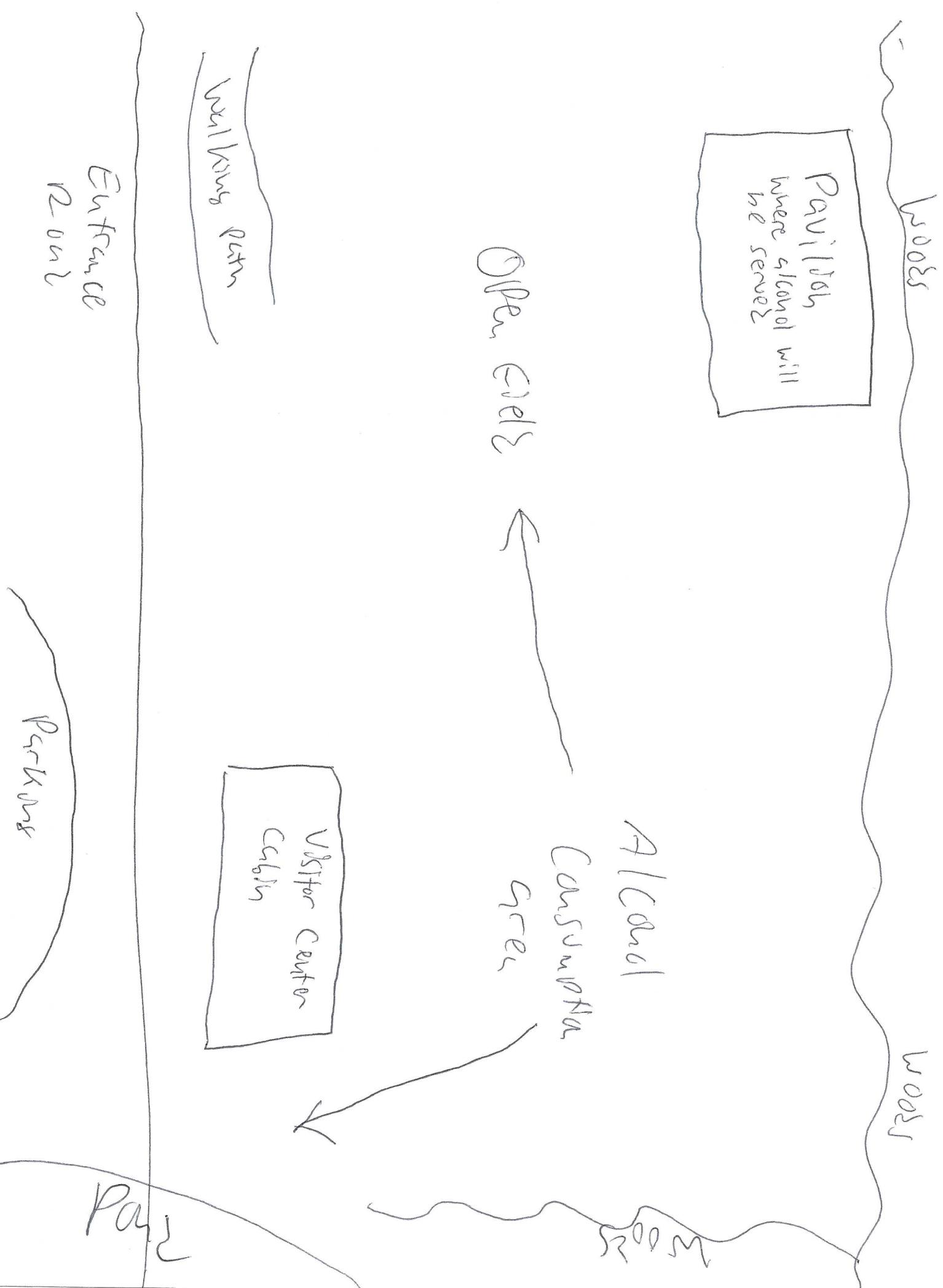
Expires: 06/29/2028

Evan Mustard
39 Powisset Street, Dover, MA, USA
Dover MA 02030

TIPS[®]
360
TRAINING[™]
A 360TRAINING COMPANY
Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Bike to the Beach for Autism

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

Date: July 14, 2025

Send To: Medfield, MA Town Hall - Town Administrator

Attention: Town Administrator - Kristine Trierweiler

Office Location: 459 Main Street, Medfield, MA 02052

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

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

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

EVENT NOTIFICATION

Urgent

Reply ASAP

Please Comment

Please Review

For Your Information

Comments:

Notification of Cycling Event for Autism. Bike to the Beach for autism will take place in the early morning on Saturday September 13, 2025 along bike friendly roads and will not require any road closures or impact major traffic in any way. It would be greatly appreciated if you would kindly fill out and return the included notification.

This is our 12th year hosting this event, and we are excited to continue to make an impact for the millions affected by autism.

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

Thank you for your support.



Kristine Trierweiler
Town Administrator
459 Main Street
Medfield, MA 02052

July 14, 2025

Re: Bike to the Beach for autism: Event Notification – September 13th, 2025 Charity Ride

Town Administrator Trierweiler,

Bike to the Beach for autism is a fully supported charity cycling event that will be passing through the Medfield, MA area on September 13th, 2025. The purpose of our charity event is to raise awareness and support for autism, and the efforts of our primary ride partner Autism Speaks, as well as to support local autism service providers in the greater Boston area.

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

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

We do not foresee needing Police, Fire, or Emergency Medical Services. However, because safety is our number one priority and we need to prepare for the unforeseen, we want to inform you that our event will be passing through the area on September 13th, beginning at approximately 6:30 AM. We expect all our riders to pass through area in no more than one hour.

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

Sincerely,
Melissa Parsons
Executive Director
Add Impact Network / Bike to the Beach for Autism



Event Notification and Approval



Our jurisdiction has been notified in writing that Bike to the Beach will be taking place on September 13, 2025. We are aware that approximately 100 bicyclists will be participating. Participants will ride at their own pace and will follow the vehicular rules of the road. This is not a race or a timed event.

Event Date: September 13th, 2025 6:30 AM

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

Name: Kristine Trierweiler - Town Administrator

Name of Jurisdiction: Medfield, MA - Town Hall

Address: 459 Main Street
Medfield, MA 02052

Phone: 508-906-3011

Email: ktrierweiler@medfield.net

Signature: _____

Contact Names and Numbers

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

Name: _____

Phone: _____

Cell: _____

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

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

Please Return to:

Add Impact Network (DBA Bike to the Beach)

Attn: Carl Sylvester, Operations Manager

4315 50th St NW, Suite 100 #7224

Washington, DC 20016

Csylvester@biketothethebeach.org

Informational

Smart Meters

Giving you more control over the energy you use.

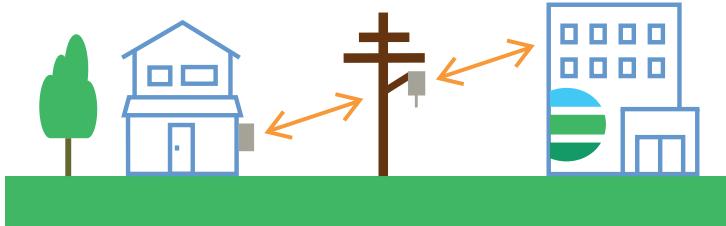


Electric
Smart Meter
Program

We're exchanging all existing electric meters with smart meters.

When?

From the second half of 2025 to 2028 we'll exchange the meters, starting in Western Massachusetts and moving east.



Why?

Smart meters are one important part of how we're building a more modern, reliable and clean energy grid for the future. It makes sense to replace your current meter with the latest technology that will also enhance your electric service.

What's in it for you?

- **See the information collected by your smart meter through your online account.** This enables you to monitor and manage the energy you use.
- **See the projected amount of your next bill.** Based on the energy you use daily, you'll see what your next bill may be in your online account.
- **Automatic power outage reporting.** We'll know automatically if your power goes out.
- **Sign up to receive additional notifications:**
 - **High-usage alerts.** If the amount of energy you use goes above a set level based on the amount of energy you've used in the past.
 - **High-bill alerts.** When your bill goes above an amount that you set during a billing cycle.

What is a smart meter?

A smart meter is an electric meter that sends data about the energy you use in your home to a network device, which then provides the data to us. The meter sends data over our secure network and also doesn't send any of your personal information, making for safe communication with our system.

Current Meter	Smart Meter
Projected bill amounts	✓
Automatic power outage reporting	✓
High energy-use alerts	✓
High bill alerts	✓
Start and end service remotely	✓

EVERSOURCE

Smart Meters

Giving you more control over the energy you use.



Electric
Smart Meter
Program

Important information

- Since we're changing all the meters in your area, we can't tell you exactly when it will happen. Specific or complex metering situations may require appointments, but if this applies to you, you'll receive information to schedule an appointment.
- If your meter is located outside of your home or business and easily accessible, you don't need to be present for the technician to switch your meter. When a technician arrives at your home, they'll knock as a courtesy.
- If your meter isn't accessible and you aren't available, the technician will leave a notice with information to schedule a meter change appointment.
- You may experience a very brief power outage, typically 5 minutes or less, while your meter is changed.
- You don't need to do anything once your smart meter is installed. You'll receive additional information through U.S. Mail and email, if we have a valid email address on file, on how to view and use the data provided by your smart meter.

Protect yourself against scams

We want to make sure you remain safe during this process so here are some tips to avoid scams:

- Highly trained technicians from Grid One Solutions will exchange your meter.
- Their trucks and ID badges will clearly state that they are Eversource contractors. Don't hesitate to ask to see ID.
- We won't ask for money or any personal information when changing your meter.

Smart Meter Exchange Timeline

A few months out

Start to receive letters and emails
if we have a good email address on file.

1-3 days out

Receive a text, phone or email alert
if you are signed up to receive outage alerts.

Day of installation

Technician will knock as a courtesy,
but you don't have to be there.

Day of installation

Meter will be changed
if it is accessible.

Day of installation

**Information will be left for you
to schedule an appointment**
if meter isn't accessible.

Post-installation

**Start enjoying all your
smart meter has to offer!**



EVERSOURCE

Frequently Asked Questions about Smart Meters

What is the difference between the meter I have now and a smart meter?

Today's meters collect data on a monthly basis via an Eversource vehicle driving by and reading meters from the street. Smart meters will transmit data automatically to our internal systems in regular intervals without a vehicle driving by.

Do I have to pay for the smart meter?

There is no one-time fee associated with the installation of your smart meter. A charge for smart meters is included in the Distribution Charge listed on page 2 of your monthly billing statement. This program and its associated costs will be reviewed and adjusted every year through 2028 by the Massachusetts Department of Public Utilities.

I rent or lease my residence. How will this impact me?

If you're responsible for paying your electric bill, you'll have access to all smart meter benefits. If your electric bill is paid by your landlord, you won't have direct access to smart meter information.

I am a net metering customer. Will I receive a new smart meter?

Yes. You currently have two meters, a regular meter and a net meter. Your regular meter will be upgraded to a smart meter. Some net meters may need to be upgraded at the same time your regular meter is changed to a smart meter.

What if I don't want a smart meter? Can I opt out of getting one?

You will be able to opt out of receiving a new smart meter if you're classified as a Rate R-1 (Residential), R-2 (Residential Assistance), R-3 (Residential Space Heating) and R-4 (Residential Space Heating Assistance) customer. If you qualify and elect to opt out, we'll replace your current meter with a non-communicating meter. You'll be charged a \$42 one-time service fee for this exchange and a \$34 monthly fee to have your meter read manually every month. You can only opt out once you receive notification via U.S. Mail or email that your meter change will take place in the next few months.

How does a smart meter transmit data?

A smart meter has an embedded radio that enables safe, secure two-way communication between the meter and our systems.

Is the information transmitted by a smart meter secure?

Yes. Data sent from a smart meter is sent over a private network and stored on our secure company servers. In addition, smart meters are not used to transmit any customer personal information, such as name and address.

Will you be able to control how much energy I use and when I use it?

While we will be able to stop or start service remotely, smart meters are not used to control how much or when you use energy in your house or business. The information we collect from smart meters is used for billing and outage purposes and to determine if the meter is functioning properly.



Electric
Smart Meter
Program

EVERSOURCE



July 9, 2025

Select Board
Town of Medfield
459 Main St.
Medfield, MA 02052

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity channel lineup provided in your community:

- *TV Update: Effective August 15, 2025, Warner Bros. Discovery will discontinue its HBO Family and ThrillerMax linear TV channels. HBO Family programming will remain available On Demand with an HBO Max subscription. ThrillerMax programming will continue to be available On Demand with a Cinemax subscription.*

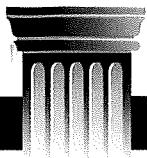
Customers are receiving notice of these changes in their bill.

Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at patrick_shearns@comcast.com.

Very truly yours,

Patrick J. Shearns

Patrick J. Shearns, Sr. Manager
Government & Regulatory Affairs



SOVEREIGN CONSULTING INC.

July 15, 2025

Ms. Kristine Trierwieler
Town Administrator
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Re: **Results of Groundwater Sampling Conducted June 19, 2025**
In the Vicinity of Former Texaco-Branded Service Station No. 100084
26 Spring Street, Medfield, Massachusetts
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from the groundwater monitoring well located on the shoulder of Spring Street on June 19, 2025. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

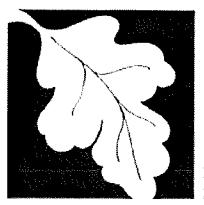
Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank you for your cooperation in this matter.

Sincerely,
SOVEREIGN CONSULTING INC.

Matthew Duclos
Senior Project Manager

Attachments: MassDEP Form BWSC-123
Laboratory Data Report

cc: Edward Henke, Equilon Enterprises LLC dba Shell Oil Products US
Sovereign File – 2L883



NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

BWSC 123

This Notice is Related to
Release Tracking Number

2

3003830

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 26 Spring Street

City/Town: Medfield Zip Code: 02052

B. This notice is being provided to the following party:

1. Name: Kristine Trierweiler, Town Administrator

2. Street Address: 459 Main Street

City/Town: Medfield Zip Code: 02052

C. This notice is being given to inform its recipient (the party listed in Section B):

- 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.
- 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.
- 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: Shoulder of Spring Street

City/Town: Medfield Zip Code: 02052

2. MCP phase of work during which the sampling will be/has been conducted:

Immediate Response Action Phase III Feasibility Evaluation

Release Abatement Measure Phase IV Remedy Implementation Plan

Utility-related Abatement Measure Phase V/Remedy Operation Status

Phase I Initial Site Investigation Post-Class C Operation, Maintenance and Monitoring

Phase II Comprehensive Site Assessment Other _____

(specify)

3. Description of property where sampling will be/has been conducted:

residential commerical industrial school/playground Other Municipal ROW
(specify)

4. Description of the sampling locations and types (e.g., soil, groundwater) to the extent known at the time of this notice.

Groundwater from a monitoring well.

E. Contact information related to the party providing this notice:

Contact Name: Matthew Duclos

Street Address: 9 Payson Road, Suite 150

City/Town: Foxborough Zip Code: 02035

Telephone: (508) 339-3200 Email: mducllos@sovcon.com

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

When environmental samples are taken as part of an investigation under the Massachusetts Contingency Plan at a property on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/dep/cleanup/oview.htm>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See <http://mass.gov/dep/about/region/schedule.htm> if you would like to make an appointment to see these files. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.

The results set forth herein are provided by SGS North America Inc.

*e-Hardcopy 2.0
Automated Report*

Technical Report for

Shell Oil Products US

SCMAW:26 Spring Street, Medfield, MA

2L883; TASK#2L883.10R

SGS Job Number: JE13825

Sampling Date: 06/19/25

Report to:

Sovereign Consulting, Inc.
9 Payson Road, Suite 150
Foxborough, MA 02035
blaughlin@sovcon.com

ATTN: Barbara Laughlin

Total number of pages in report: 25



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable unless noted in the narrative, comments or footnotes.

A handwritten signature in black ink that reads "Olga A. Azarian".

Olga Azarian
Technical Director

Client Service contact: Jeremy Vienneau 732-329-0200
Certifications: NJ(12129), NY(10983), CA, CO, CT, FL, HI, IL, IN, KY, LA (120428), MA, MD, ME, MN, NC, NH, NV, AK (UST-103), AZ (AZ0786), PA(68-00408), RI, SC, TX (T104704234), UT, VA, WA, WV

This report shall not be reproduced, except in its entirety, without the written approval of SGS.
Test results relate only to samples analyzed.

SGS North America Inc. • 2235 Route 130 • Dayton, NJ 08810 • tel: 732-329-0200 •



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Sample Summary

Shell Oil Products US

Job No: JE13825

SCMAW:26 Spring Street, Medfield, MA
Project No: 2L883; TASK#2L883.10R

Sample Number	Collected Date	Time By	Received	Matrix Code Type	Client Sample ID
---------------	----------------	---------	----------	------------------	------------------

This report contains results reported as ND = Not detected. The following applies:
Organics ND = Not detected above the RL

JE13825-1 06/19/25 12:30 SW 06/20/25 AQ Ground Water MW-105

CASE NARRATIVE / CONFORMANCE SUMMARY



Client: Shell Oil Products US

Job No: JE13825

Site: SCMAW:26 Spring Street, Medfield, MA

Report Date 7/9/2025 5:48:09 AM

On 06/20/2025, 1 sample(s), 0 Trip Blank(s), 0 Equip. Blank(s) and 0 Field Blank(s) were received at SGS North America Inc. (SGS) at a temperature of 2 °C. The samples were intact and properly preserved, unless noted below. An SGS Job Number of JE13825 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

GC Volatiles By Method MADEP VPH REV 2.1

Matrix: AQ	Batch ID: L:GLC4120
------------	---------------------

- The data for MADEP VPH REV 2.1 meets quality control requirements.
- JE13825-1: Analysis performed at SGS Scott, LA.

SGS certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting SGS's Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

SGS is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. This report is authorized by SGS indicated via signature on the report cover.

CASE NARRATIVE / CONFORMANCE SUMMARY

Client: SGS Dayton, NJ

Job No: JE13825

Site: SHELLWIC: SCMAW:26 Spring Street, Medfield, MA

Report Date 7/9/2025 2:48:15 AM

On 07/01/2025, 1 sample(s), 0 Trip Blank(s), 0 Equip. Blank(s) and 0 Field Blank(s) were received at SGS North America Inc. (SGS) at a temperature of 1.6 °C. The samples were intact and properly preserved, unless noted below. An SGS Job Number of JE13825 was assigned to the project. The lab sample ID, client sample ID, and date of sample collection are detailed in the report's Results Summary.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

GC Volatiles By Method MADEP VPH REV 2.1

Matrix: AQ	Batch ID: GLC4120
------------	-------------------

- All samples were analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.
- JE13825-1 for 2,5-Dibromotoluene: Recovery from Aromatics fraction.
- JE13825-1 for 2,5-Dibromotoluene: Recovery from Aliphatics fraction.
- GLC4120-MB1 for 2,5-Dibromotoluene: Recovery from Aromatics fraction.
- GLC4120-MB1 for 2,5-Dibromotoluene: Recovery from Aliphatics fraction.
- GLC4120-BSD1 for 2,5-Dibromotoluene: Recovery from Aromatics fraction.
- GLC4120-BSD1 for 2,5-Dibromotoluene: Recovery from Aliphatics fraction.
- GLC4120-BS1 for 2,5-Dibromotoluene: Recovery from Aromatics fraction.
- GLC4120-BS1 for 2,5-Dibromotoluene: Recovery from Aliphatics fraction.

SGS certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting SGS's Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

SGS is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. This report is authorized by SGS indicated via signature on the report cover.

Summary of Hits

Page 1 of 1

Job Number: JE13825
Account: Shell Oil Products US
Project: SCMAW:26 Spring Street, Medfield, MA
Collected: 06/19/25



Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
Analyte						

JE13825-1 MW-105

C9- C12 Aliphatics (Unadj.) ^a	1180	200	ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics ^a	440	200	ug/l	MADEP VPH REV 2.1
C9- C10 Aromatics ^a	741	200	ug/l	MADEP VPH REV 2.1

(a) Analysis performed at SGS Scott, LA.

Sample Results

Report of Analysis

Report of Analysis

Client Sample ID: MW-105
Lab Sample ID: JE13825-1
Matrix: AQ - Ground Water
Method: MADEP VPH REV 2.1
Project: SCMAW:26 Spring Street, Medfield, MA

Date Sampled: 06/19/25

Date Received: 06/20/25

Percent Solids: n/a

Run #1 ^a	File ID LC906799.D	DF 2	Analyzed 07/03/25 14:39	By ALA	Prep Date n/a	Prep Batch n/a	Analytical Batch L:GLC4120
Run #2							

Purge Volume	
Run #1	5.0 ml
Run #2	

MADEP VPH List

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	10	ug/l	
100-41-4	Ethylbenzene	ND	10	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	10	ug/l	
91-20-3	Naphthalene	ND	10	ug/l	
108-88-3	Toluene	ND	10	ug/l	
	m,p-Xylene	ND	20	ug/l	
95-47-6	o-Xylene	ND	10	ug/l	
	C5- C8 Aliphatics (Unadj.)	ND	200	ug/l	
	C9- C12 Aliphatics (Unadj.)	1180	200	ug/l	
	C5- C8 Aliphatics	ND	200	ug/l	
	C9- C12 Aliphatics	440	200	ug/l	
	C9- C10 Aromatics	741	200	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
615-59-8	2,5-Dibromotoluene	91% ^b		70-130%
615-59-8	2,5-Dibromotoluene	81% ^c		70-130%

(a) Analysis performed at SGS Scott, LA.

(b) Recovery from Aliphatics fraction.

(c) Recovery from Aromatics fraction.

ND = Not detected

RL = Reporting Limit

E = Indicates value exceeds calibration range

J = Indicates an estimated value

B = Indicates analyte found in associated method blank

N = Indicates presumptive evidence of a compound

Misc. Forms



Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody
- MCP Form
- VPH Form
- Sample Tracking Chronicle
- QC Evaluation: MA MCP Limits

JE 13825
TF-061025-20



Shell Oil Products Chain Of Custody Record

100-3825: Chain of Custody

Page 6 of 2

SGS Sample Receipt Summary

Job Number: JE13825

Client: SOVEREIGN CONSULTING, INC.

Project: SCMAW:26 SPRING STREET, MEDFIELD

Date / Time Received: 6/20/2025 11:24:00 PM

Delivery Method: SGS

Airbill #'s:

Cooler Temps (Raw Measured) °C: Cooler 1: (2.0);

Cooler Temps (Corrected) °C: Cooler 1: (2.0);

Cooler Security	Y or N	Y or N	Sample Integrity - Documentation	Y or N
1. Custody Seals Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	3. COC Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
2. Custody Seals Intact:	<input checked="" type="checkbox"/> <input type="checkbox"/>	4. Smpl Dates/Time OK	<input checked="" type="checkbox"/> <input type="checkbox"/>	
Cooler Temperature		Y or N	Sample Integrity - Condition	
1. Temp criteria achieved:	<input checked="" type="checkbox"/> <input type="checkbox"/>		1. Sample recvd within HT:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Cooler temp verification:	IR-50		2. All containers accounted for:	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. Cooler media:	Ice (Bag)		3. Condition of sample:	Intact
4. No. Coolers:	1			
Quality Control Preservatio		Y or N	Sample Integrity - Instructions	
1. Trip Blank present / cooler:	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		1. Analysis requested is clear:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Trip Blank listed on COC:	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		2. Bottles received for unspecified tests	<input type="checkbox"/> <input checked="" type="checkbox"/>
3. Samples preserved properly:	<input checked="" type="checkbox"/> <input type="checkbox"/>		3. Sufficient volume recvd for analysis:	<input checked="" type="checkbox"/> <input type="checkbox"/>
4. VOCs headspace free:	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		4. Compositing instructions clear:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
			5. Filtering instructions clear:	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>

Test Strip Lot #s:	pH 1-12: 231619	pH 12+: 203117A	Other: (Specify) _____
--------------------	-----------------	-----------------	------------------------

Comments

SM089-03
Rev. Date 12/7/17

JE13825: Chain of Custody

Page 2 of 2



Massachusetts Department
of Environmental Protection
Bureau of Waste Site Cleanup

WSC-CAM

Exhibit VII A

July 1, 2010

Revision No. 1

Final

Exhibit VII A-2: MassDEP Analytical Protocol Certification Form

MassDEP Analytical Protocol Certification Form

Laboratory Name: SGS North America Inc. - Dayton Project #: JE13825

Project Location: SCMAW:26 Spring Street, Medfield, MA MADEP RTN None

This form provides certifications for the following data set: list Laboratory Sample ID Numbers(s)

JE13825-1

Matrices: Groundwater/Surface Water (X) Soil/Sediment () Drinking Water () Air () Other ()

CAM Protocol (check all that apply below):

8260 VOC () CAM IIA	7470/7471 Hg () CAM III B	MassDEP VPH (X) CAM IV A	8081 Pesticides () CAM V B	7196 Hex Cr () CAM VI B	Mass DEP APH () CAM IX A
8270 SVOC () CAM II B	7010 Metals () CAM III C	MassDEP EPH () CAM IV B	8151 Herbicides () CAM V C	8330 Explosives () CAM VIII A	TO-15 VOC () CAM IX B
6010 Metals () CAM III A	6020 Metals () CAM III D	8082 PCB () CAM V A	9014 Total Cyanide/PAC CAM VI A	6860 Perchlorate () CAM VIII B	

Affirmative Responses to Questions A Through F are required for "Presumptive Certainty" status

A	Were all samples received in a condition consistent with those described on the Chain-of Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
E	VPH, EPH, APH, and TO-15 only: a. VPH, EPH, and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Responses to questions G, H, and I below is required for "Presumptive Certainty" status

G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No ¹
Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40.1056(2)(k) and WSC-07-350.			
H	Were all QC performance standards specified in the CAM protocol(s) achieved?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No ¹
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No ¹

¹ All Negative responses must be addressed in an attached Environmental Laboratory case narrative.

I the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, accurate and complete.

Signature:		Position:	Technical Director
Printed Name:	Olga Azarian	Date:	09-Jul-25

MADEP VPH FORM

Matrix	<input checked="" type="checkbox"/> Aqueous	<input type="checkbox"/> Soil	<input type="checkbox"/> Sediment	<input type="checkbox"/> Other			
Containers	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Broken	<input type="checkbox"/> Leaking				
Aqueous Preservatives	N/A	<input type="checkbox"/> pH <= 2	<input checked="" type="checkbox"/> pH > 2				
Temperature	Received on Ice	<input type="checkbox"/>	Received at 4 Deg. C	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>	Rec'd at 2.0 Deg. C
Methanol	N/A						
Method for Ranges:	MADEP VPH REV 2.1	Client ID: MW-105			Lab ID: JE13825-1		
Method for Target Analytes:	MADEP VPH REV 2.1	Date Collected: 6/19/2025			Date Received: 6/20/2025		
VPH Surrogate Standards		Date Extracted: N/A	First Date Run: 7/3/2025	Last Date Run: N/A			
PID: 2,5-Dibromotoluene		% Solids: N/A	Low Dilution: 2	High Dilution: N/A			
FID: 2,5-Dibromotoluene							
Unadjusted Ranges		CAS #	Elution Range	Units	Result	RDL	Q
C5- C8 Aliphatics (Unadj.)			N/A	ug/l	ND	^a	200
C9- C12 Aliphatics (Unadj.)			N/A	ug/l	1180	^a	200
Target Analytes							
Benzene	71-43-2	C5-C8	ug/l	ND	10		
Naphthalene	91-20-3	N/A	ug/l	ND	10		
Ethylbenzene	100-41-4	C9-C12	ug/l	ND	10		
Methyl Tert Butyl Ether	1634-04-4	C5-C8	ug/l	ND	10		
Toluene	108-88-3	C5-C8	ug/l	ND	10		
m,p-Xylene		C9-C12	ug/l	ND	20		
o-Xylene	95-47-6	C9-C12	ug/l	ND	10		
Adjusted Ranges							
C5- C8 Aliphatics		N/A	ug/l	ND	^b	200	
C9- C12 Aliphatics		N/A	ug/l	440	^c	200	
C9- C10 Aromatics			ug/l	741		200	
Surrogate Recoveries						Acceptance Range	
FID:2,5-Dibromotoluene			%	81	^e	70-130 %	
PID:2,5-Dibromotoluene			%	91	^d	70-130 %	
Footnotes							
A	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range						
B	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C5-C8 Aliphatic Hydrocarbons exclude the concentration of Target Analytes eluting in that range.						
C	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C9-C12 aliphatic Hydrocarbons exclude conc of Target Analytes eluting in that range AND concentration of C9-C10 Aromatic Hydrocarbons.						
D	Recovery from Aliphatics fraction.						
E	Recovery from Aromatics fraction.						

Were all QA/QC procedures REQUIRED by the VPH Method followed? Yes No- Details Attatched
 Were all performance/acceptance standards for required QA/QC procedures achieved? Yes No- Details Attatched
 Were any significant modifications made to the VPH method, as specified in Sect. 11.3? No Yes- Details Attatched

I attest under the pains and penalties of perjury that, based upon my inquiry of those individuals immediately responsible for obtaining the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.



Signature

Printed Name

David Chastain

Position

General Manager

Date

7/9/2025

MADEP VPH FORM

Matrix	Aqueous <input checked="" type="checkbox"/>	Soil <input type="checkbox"/>	Sediment <input type="checkbox"/>	Other <input type="checkbox"/>
Containers	Satisfactory <input checked="" type="checkbox"/>	Broken <input type="checkbox"/>	Leaking <input type="checkbox"/>	
Aqueous Preservatives	N/A <input type="checkbox"/>	pH <= 2 <input checked="" type="checkbox"/>	pH > 2 <input type="checkbox"/>	
Temperature	Received on Ice <input type="checkbox"/>	Received at 4 Deg. C <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	Rec'd at 2.0 Deg. C
Methanol	N/A			
Method for Ranges:	MADEP VPH REV 2.1			
Method for Target Analytes:	MADEP VPH REV 2.1			
VPH Surrogate Standards				
PID:	2,5-Dibromotoluene			
FID:	2,5-Dibromotoluene			
	Client ID: MW-105	Lab ID: JE13825-1		
	Date Collected: 6/19/2025	Date Received: 6/20/2025		
	Date Extracted: N/A	First Date Run: 7/3/2025	Last Date Run: N/A	
	% Solids: N/A	Low Dilution: 2	High Dilution: N/A	
<small>Z A 'J' qualifier indicates an estimated value</small>				



Were all QA/QC procedures REQUIRED by the VPH Method followed? Yes No- Details Attached
 Were all performance/acceptance standards for required QA/QC procedures achieved? Yes No- Details Attached
 Were any significant modifications made to the VPH method, as specified in Sect. 11.3? No Yes- Details Attached

I attest under the pains and penalties of perjury that, based upon my inquiry of those individuals immediately responsible for obtaining the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.

Signature

Position

General Manager

Printed Name

David Chastain

Date

7/9/2025

Internal Sample Tracking Chronicle

Shell Oil Products US

Job No: JE13825

SCMAW:26 Spring Street, Medfield, MA
Project No: 2L883; TASK#2L883.10R



Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
JE13825-1	Collected: 19-JUN-25 12:30 By: SW MW-105			Received: 20-JUN-25 By: EC		
JE13825-1	MADEP VPH REV 2.1 03-JUL-25 14:39	ALA			VMAVPH	

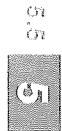
QC Evaluation: MA MCP Limits

Page 1 of 1

Job Number: JE13825
Account: Shell Oil Products US
Project: SCMAW:26 Spring Street, Medfield, MA
Collected: 06/19/25

QC Sample ID	CAS#	Analyte	Sample Type	Result Type	Result	Units	Limits
--------------	------	---------	-------------	-------------	--------	-------	--------

No MA MCP Limits found for methods in this job.



* Sample used for QC is not from job JE13825



Misc. Forms

Custody Documents and Other Forms

(SGS Scott, LA)

Includes the following where applicable:

- **Chain of Custody**
- **Sample Tracking Chronicle**



CHAIN OF CUSTODY

Page 1 of 1

JE13825: Chain of Custody

Page 3 of 3

SGS Scott, LA



JE13825: Chain of Custody

Page 2 of 3

SGS Sample Receipt Summary

Job Number: JE13825 Client: SGS NORTH AMERICA Project: SCMAW: 26 SPRING STREET, MEDFIEL
 Date / Time Received: 7/1/2025 10:45:00 AM Delivery Method: FEDEX Airbill #'s: 439239776732

Cooler Temps (Raw Measured) °C: Cooler 1: (1.6);

Cooler Temps (Corrected) °C: Cooler 1: (1.6);

Cooler Security		Y or N			Sample Integrity - Documentation		Y or N	
1. Custody Seals Present:		<input checked="" type="checkbox"/> <input type="checkbox"/>	3. COC Present:		<input checked="" type="checkbox"/> <input type="checkbox"/>	1. Sample labels present on bottles:		<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Custody Seals Intact:		<input checked="" type="checkbox"/> <input type="checkbox"/>	4. Smpl Dates/Time OK		<input checked="" type="checkbox"/> <input type="checkbox"/>	2. Container labeling complete:		<input checked="" type="checkbox"/> <input type="checkbox"/>
Cooler Temperature		Y or N			3. Sample container label / COC agree:		<input checked="" type="checkbox"/> <input type="checkbox"/>	
1. Temp criteria achieved:		<input checked="" type="checkbox"/> <input type="checkbox"/>			Sample Integrity - Condition		Y or N	
2. Cooler temp verification:		<input checked="" type="checkbox"/> <input type="checkbox"/>			1. Sample recvd within HT:		<input checked="" type="checkbox"/> <input type="checkbox"/>	
3. Cooler media:		<u>Ice (direct contact)</u>		2. All containers accounted for:		<input checked="" type="checkbox"/> <input type="checkbox"/>		
4. No. Coolers:		1		3. Condition of sample:		Intact		
Quality Control Preservatio		Y or N	N/A	Sample Integrity - Instructions		Y or N	N/A	
1. Trip Blank present / cooler:		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			1. Analysis requested is clear:		<input checked="" type="checkbox"/> <input type="checkbox"/>	
2. Trip Blank listed on COC:		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			2. Bottles received for unspecified tests		<input type="checkbox"/> <input checked="" type="checkbox"/>	
3. Samples preserved properly:		<input checked="" type="checkbox"/> <input type="checkbox"/>			3. Sufficient volume recvd for analysis:		<input checked="" type="checkbox"/> <input type="checkbox"/>	
4. VOCs headspace free:		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>			4. Compositing instructions clear:		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
				5. Filtering instructions clear:		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		

Test Strip Lot #: pH 1-12: _____ pH 12+: _____ Other: (Specify) _____

Comments

SM089-03
 Rev. Date 12/7/17

JE13825: Chain of Custody
 Page 3 of 3

SGS North America Inc.

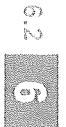
Internal Sample Tracking Chronicle

SGS Dayton, NJ

Job No: JE13825

SHELLWIC: SCMAW:26 Spring Street, Medfield, MA
Project No: 2L883; TASK#2L883.10R

Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
JE13825-1	Collected: 19-JUN-25 12:30 By: SW MW-105			Received: 20-JUN-25 By: HC		
JE13825-1	MADEP VPH REV 2.1 03-JUL-25 14:39	NN			VMAVPH	



GC Volatiles

QC Data Summaries

1

(SGS Scott, LA)

Includes the following where applicable:

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries
- Surrogate Recovery Summaries

Method Blank Summary

Page 1 of 1

Job Number: JE13825

Account: ALNJ SGS Dayton, NJ

Project: SHELLWIC: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GLC4120-MB1	LC906793.D	1	07/03/25	NN	n/a	n/a	GLC4120

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JE13825-1

7.1.1

7

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	5.0	ug/l	
100-41-4	Ethylbenzene	ND	5.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	5.0	ug/l	
91-20-3	Naphthalene	ND	5.0	ug/l	
108-88-3	Toluene	ND	5.0	ug/l	
	m,p-Xylene	ND	10	ug/l	
95-47-6	o-Xylene	ND	5.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	ND	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	ND	100	ug/l	
	C5- C8 Aliphatics	ND	100	ug/l	
	C9- C12 Aliphatics	ND	100	ug/l	
	C9- C10 Aromatics	ND	100	ug/l	

CAS No.	Surrogate Recoveries	Limits
615-59-8	2,5-Dibromotoluene	112% ^a
615-59-8	2,5-Dibromotoluene	105% ^b

(a) Recovery from Aliphatics fraction.

(b) Recovery from Aromatics fraction.

Blank Spike/Blank Spike Duplicate Summary

Page 1 of 1

Job Number: JE13825

Account: ALNJ SGS Dayton, NJ

Project: SHELLWIC: SCMAW:26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GLC4120-BS1	LC906791.D	1	07/03/25	NN	n/a	n/a	GLC4120
GLC4120-BSD1	LC906792.D	1	07/03/25	NN	n/a	n/a	GLC4120

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JE13825-1

CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	BSD ug/l	BSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	40	37.1	93	36.4	91	2	70-130/25
100-41-4	Ethylbenzene	40	37.9	95	37.1	93	2	70-130/25
1634-04-4	Methyl Tert Butyl Ether	40	38.0	95	38.2	96	1	70-130/25
91-20-3	Naphthalene	40	38.3	96	39.1	98	2	70-130/25
108-88-3	Toluene	40	36.8	92	36.1	90	2	70-130/25
	m,p-Xylene	80	76.9	96	75.8	95	1	70-130/25
95-47-6	o-Xylene	40	38.1	95	37.6	94	1	70-130/25
	C5- C8 Aliphatics (Unadj.)	200	232	116	227	114	2	70-130/25
	C9- C12 Aliphatics (Unadj.)	320	308	96	303	95	1	70-130/25
	C5- C8 Aliphatics	120	114	95	112	93	2	70-130/25
	C9- C12 Aliphatics	120	111	92	109	91	2	70-130/25
	C9- C10 Aromatics	40	35.1	88	36.0	90	3	70-130/25

CAS No.	Surrogate Recoveries	BSP	BSD	Limits
615-59-8	2,5-Dibromotoluene	113% ^a	110% ^a	70-130%
615-59-8	2,5-Dibromotoluene	105% ^b	103% ^b	70-130%

(a) Recovery from Aliphatics fraction.
(b) Recovery from Aromatics fraction.

* = Outside of Control Limits.

Surrogate Recovery Summary

Page 1 of 1

Job Number: JE13825

Account: ALNJ SGS Dayton, NJ

Project: SHELLWIC: SCMAW:26 Spring Street, Medfield, MA

Method: MADEP VPH REV 2.1

Matrix: AQ

Samples and QC shown here apply to the above method

Lab Sample ID	Lab File ID	S1 ^a	S1 ^b
JE13825-1	LC906799.D	91 ^c	81 ^d
GLC4120-BS1	LC906791.D	113 ^c	105 ^d
GLC4120-BSD1	LC906792.D	110 ^c	103 ^d
GLC4120-MB1	LC906793.D	112 ^c	105 ^d

Surrogate
Compounds

Recovery
Limits

S1 = 2,5-Dibromotoluene

70-130%

- (a) Recovery from GC signal #2
- (b) Recovery from GC signal #1
- (c) Recovery from Aliphatics fraction.
- (d) Recovery from Aromatics fraction.

7.3.1
7

July 28, 2025

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Ms. Kristine Trierweiler
Town Administrator
495 Main Street
Medfield, MA 02052

Re: Notification of Release
Medfield State Hospital
45 Hospital Road, Medfield, MA
RTN 2-0052059

Dear Ms. Trierweiler:

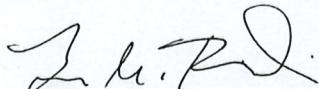
A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. The Division of Capital Asset Management and Maintenance (DCAMM) previously received a petition from residents in Medfield requesting that this disposal site be designated a Public Involvement Plan (PIP) site, in accordance with M.G.L. c. 21E §14(a) and 310 CMR 40.1404. As a result, a public meeting will be held on August 18, 2025 at 7:00PM in Cheney Hall at the Medfield Town House, 459 Main Street Medfield, MA to present the draft Immediate Response Action (IRA) Plan, to solicit public comment on the draft IRA Plan, and to provide information about disposal site conditions. Copies of the draft IRA Plan will be made available at the meeting. Please note that Weston & Sampson will submit the Draft IRA Plan to the Massachusetts Department of Environmental Protection (MassDEP) by August 25, 2025 to remain in compliance with the Massachusetts Contingency Plan, but will continue to adhere to the PIP requirements after submittal. Once the PIP process is completed, Weston & Sampson will finalize and submit a Final IRA Plan to MassDEP.

Any questions regarding this meeting or the draft IRA Plan should be directed to Jonathan Moore, Project Manager, DCAMM, 1 Ashburton Place, Boston, MA, (617) 947-4051 or jonathan.moore@mass.gov.

The disposal site file can be viewed at the MassDEP website using Release Tracking Number 2-0052059 (and the related Release Tracking Number 2-3020799) at <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> or at MassDEP Central Regional Office; 8 New Bond Street, Worcester MA .

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Frank Ricciardi, P.E., LSP
CEO



Rebecca Mauser-Hoye, PE, CEA
Project Manager

cc: DEP-CERO, Worcester, MA
Susan Ruch, DCAMM
Jonathan Moore, DCAMM

Attachments: Legal Notice Proofs

LEGAL NOTICE

NOTICE OF PUBLIC INVOLVEMENT PLAN SITE MEETING

**FORMER MEDFIELD STATE HOSPITAL
45 HOSPITAL ROAD, MEDFIELD, MA
RELEASE TRACKING NUMBER 2-0052059**

A release of oil and/or hazardous materials has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. The Division of Capital Asset Management and Maintenance (DCAMM) previously received a petition from residents in Medfield requesting that this disposal site be designated a Public Involvement Plan site, in accordance with M.G.L. c. 21E §14(a) and 310 CMR 40.1404. As a result, a public meeting will be held on August 18, 2025 at 7:00PM in Cheney Hall at the Medfield Town House, 459 Main Street Medfield, MA to present the draft Immediate Response Action (IRA) Plan, to solicit public comment on the draft IRA Plan, and to provide information about disposal site conditions. Copies of the draft IRA Plan will be made available at the meeting.

Any questions regarding this meeting or the draft IRA Plan should be directed to Jonathan Moore, Project Manager, DCAMM, 1 Ashburton Place, Boston, MA, (617) 947-4051 or jonathan.moore@mass.gov.

The disposal site file can be viewed at the MassDEP website using Release Tracking Number 2-0052059 (and the related Release Tracking Number 2-3020799) at <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> or at MassDEP Central Regional Office; 8 New Bond Street, Worcester MA 01606; (508) 864-4413