



Select Board Meeting  
Meeting Packet  
October 7, 2025



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



**Kristine Trierweiler**  
*Town Administrator*

**Brittney Franklin**  
*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](http://www.town.medfield.net)

October 7, 2025

BETA Group, Inc.  
701 George Washington Highway,  
Lincoln, RI 02865

*Delivered via electronic mail*

Dear Mr. Kien Ho,

Per our discussion on Monday, September 29, 2025 we will need to cancel the contract between BETA Group, Inc and the Town of Medfield dated September 17<sup>th</sup>, 2024 for the West Street/North Meadows (Route 27) Intersection Safety Improvements herein attached for your reference. We understand that you have now ceased work on the project. Please do not incur any more costs and ensure that all expenses are accounted for.

As advised by MassDOT, in order for the Town to access the federal monies granted to it through the federal earmark, we need to go through formal federal procurement processes. We will issuing a RFP in the coming weeks for the remainder of the design services.

Sincerely,

Kristine Trierweiler

Town Administrator





**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,  
RE: UV SYSTEM DESIGN INSTALLATION AND BIDDING SERVICES**

**CONTRACT #** DPW 2025-09

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

This Contract is made this 30<sup>th</sup> day of September 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Weston & Sampson Engineers Inc., 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 (hereinafter referred to as the "Consultant").

**WITNESSED:**

Whereas, the Town requested a proposal for UV System Installation Design and Bidding Services, for the Department of Public Works hereinafter referred to as "Program"; and

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, October 1, 2025 to June 30, 2026. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$67,000.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed. Town will pay Consultant on basis of work performed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for the UV System Installation Design and Bidding and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as private industry best practices applicable to addressing issues applicable to UV System Installation Design obligations of consulting engineers/engineering firms.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

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

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

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

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Weston & Sampson Engineers Inc., 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts



02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed to the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

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

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

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

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

(Consultant)

Weston & Sampson Engineers, Inc.

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

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

Sr. Team Leader/Senior Associate

Medfield Select Board

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

Town of Medfield, MA

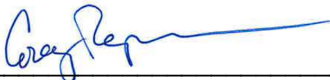
\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
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 Consultant by:

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

Sr. Team Leader/Senior Associate  
\_\_\_\_\_  
Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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


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

Weston & Sampson Engineers, Inc.  
\_\_\_\_\_, whose  
name of consultant

principal place of business is at 55 Walker Brook Drive, Ste. 100, Reading, MA 01867  
\_\_\_\_\_

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
Weston & Sampson Engineers, Inc. \_\_\_\_\_ has paid all  
name of consultant

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

  
\_\_\_\_\_  
Signature

09/26/25  
\_\_\_\_\_  
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

**Clerk's Certificate of Vote**

The undersigned, Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on July 23, 2025.

VOTED: To authorize

Jeffrey J. Alberti  
Eric T. Reitter

David M. Elmer  
Francis M. Ricciardi

John A. Figurelli  
Leah E. Stanton

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$5,000,000, during the fiscal year 2025.

VOTED: To authorize

S. Roger Alcott  
Robert J. Bukowski  
Pompeo Casale  
Kipling R. Gearhart  
Kara D. Keleher  
Hillary M. Lacirignola

Kevin A. MacKinnon  
Colleen A. Manning  
Jeffrey W. McClure  
Blake A. Martin  
Margaret A. McCarthy  
Tara E. McManus

Meghan E. Moody  
Kent M. Nichols  
Frank E. Occhipinti  
Christopher M. Perkins  
Kimberly A. Plourde  
Michael J. Richard

Cheri F. Ruane  
Jaurice A. Schwartz  
John M. Sykora  
Daniel G. Tenney III  
Patrick A. Terrien  
Anthony Zerilli

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$3,000,000, during the fiscal year 2025.

VOTED: To authorize

Daniel P. Biggs  
Scott R. Bruso  
John Colton  
Timothy P. Corrigan  
Patrick M. Cotton  
Tulin H. Fuselier  
Frank Getchell  
Indrani Ghosh

Rob F. Good, Jr.  
Paul R. Greco  
Johanna D. Hall  
Michael D. Kastanotis  
Peter J. Kolokithas  
Brandon M. Kunkel  
Brian J. McCormack

Joseph W. McGougan  
Paul A. McKinlay  
Nathan E. Michael  
Steven K. Pedersen  
Corey Repucci  
Robin Seidel  
Steven D. Shaw

Daniel E. Sheahan  
Robert G. Tedeschi  
Laurie R. Toscano  
Paul V. Uzgiris  
Raju Vasamsetti  
Stephen P. Wiehe  
Joseph M. Zongol

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2025.

VOTED: To authorize

Todd Bridgeo  
Ryan Chmielewski  
Melinda Costello  
Rachel Cotter  
Sarah R. DeStefano  
Michael DiPalma

Kevin S. Hutchens  
Jesse Johnson  
Michael Kapareiko  
Christopher S. Kennedy  
Daron Kurkjian  
Steven LaRosa

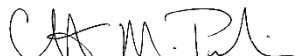
Brian McCusker  
Janet Moonan  
John Potts  
Jeffrey C. Provost  
Jeffrey Santacruce  
Nathan Seifert

Carl W. Stone  
Shawn Tomlinson  
Andrew Walker  
Michael Warner  
Anthony Wespiser  
Patrick Yeo

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$100,000 during the fiscal year 2025.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



  
Christopher M. Perkins, PE, Clerk

\_\_\_\_\_  
Date

# ATTACHMENT

A

September 23, 2025

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

Re: **UV System Installation Design Engineering Services Proposal**

Dear Mr. Goulet:

Weston & Sampson Engineers Inc. (herein referred to as the ENGINEER) is pleased to provide this proposal for engineering design services to provide a complete bid package of plans and specifications for the installation of the Ultraviolet (UV) Disinfection system previously purchased by the Town of Medfield (herein referred to as the OWNER).

Our team has previously completed an evaluation of the existing tankage and channels adjacent to the existing UV system, which is the desired location for this new system to be installed. It was determined that the tank and channels are in adequate existing condition to be repaired and modified for use with the proposed UV system. A conceptual drawing and summary memorandum was previously provided to the Town. This proposal includes the engineering efforts necessary to progress this concept into a final design package, complete with drawings and specifications. The scope of services is outlined in the following section.

### **Scope of Engineering Services**

The scope of engineering services proposed for the design and bidding phases includes the following:

#### **PHASE A – DESIGN**

- Preliminary data collection and site visits
  - One (1) in-person site visit for the electrical engineer(s) to gather information regarding the existing electrical systems and their rated capacities in order to connect the new system.
  - One (1) in-person site visit for the process and/or structural engineer(s) to gather information regarding specific measurements and wall conditions to provide the proposed improvements to the structure.
- 50% Design
  - Create preliminary drawings for process mechanical, structural, and electrical improvements necessary.
  - Compile a list of technical specification sections required for the project scope.
- 100% Design
  - Advance the design drawings to a 100% bid package, including plan views, section views, and details required for the process mechanical, structural, and electrical aspects.
  - Compile technical specifications and front-end bidding documents for a public bid under Massachusetts Chapter 30.
  - Deliver a review set of plans and specifications to the Owner for a final review.
  - Conduct an internal review of the final plans and specifications. Revise as necessary.

## PHASE B – BIDDING

- Provide an advertisement for the project to the Central Registry
- Attend a pre-bid meeting and provide meeting minutes
- Respond to questions during the bidding process
- Prepare and provide up to two (2) addenda for the project
- Attend the bid opening at the Town Hall
- Review the submitted bid packages from qualified contractors
- Prepare an award recommendation letter to the Town recommending a contractor to award the project.

Our assumptions for providing engineering services are as follows:

- The operators intend to use one UV system at a time and will not be able to run both channels at once.
- The electrical power for the new UV system will be sourced from the existing UV system, installing a manual transfer switch to select which system is active.
- Existing UV panel has sufficient capacity and space to feed the new UV system
- All UV system wiring requirements will be provided to us by the Owner or manufacturer of the UV system
- Electrical and instrumentation conduits and wiring from the UV tankage to the existing building will not be included in the scope of this design.
- The OWNER will post the advertisement for this project bid to COMMBUYS and on their website.
- This proposal does not include construction administration or engineering services during construction. A contract amendment can be provided if this is desired.

## Fee for Engineering Services

The engineering services described in this proposal will be completed for a lump sum fee of \$67,000. Fees for this project shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.

## Schedule

The ENGINEER will initiate work under this agreement following a formal acceptance and signature of this agreement by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work within 14 days of receipt of a signed agreement and concluding Phase A within 120 consecutive days.

To execute this proposal, an authorized person from the OWNER shall sign both this proposal and the attached General Terms and Conditions.

Please do not hesitate to reach out with any questions you may have.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Kent M. Nichols, PE  
Vice President

Accepted By:

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

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

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

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

TOWN OF MEDFIELD, MASSACHUSETTS

Enclosures:  
General Terms and Conditions



## WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated September 23, 2025 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or

- other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
  - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
  - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
  - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
  - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
  - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
  - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
  - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance

with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's

independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in

OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

20. Interpretation of Construction Documents. The parties agree that should WESTON & SAMPSON's services not include construction phase services, the OWNER shall be solely responsible for interpreting any construction contract documents and for observing any associated construction work in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar tasks at a similar site and under similar circumstances and conditions, including with respect to discovery and correcting or mitigating errors, inconsistencies, or omissions in such contract documents. If, under the foregoing circumstances, the OWNER authorizes deviations from the documents prepared by WESTON & SAMPSON, the OWNER shall not bring any claim against WESTON & SAMPSON and shall indemnify and hold WESTON & SAMPSON, its agents, and employees from and against claims, losses, damages, and expenses, including defense costs and the time of WESTON & SAMPSON, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

Approved by:

\_\_\_\_\_  
OWNER Name

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

\_\_\_\_\_  
Printed Name and Title

P:\MA\Medfield\25-0867-Medfield WWTF UV Evaluation\01-  
ProjectManagement\02-EngineeringContract\Design  
Proposal\GTCs.docx





# 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: 37 POWWSET STREET Telephone: 508-530-1140  
City/Town, State: DOVER, MA  
Event and Purpose: OUTDOOR MOVIE NIGHT

Location of Event: ROCKY WOODS RESERVATION

Date and Hours of Event: 8PM - 12MIDNIGHT


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

10/2/25  
Date filed

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

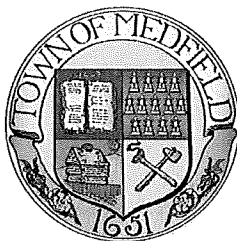
\_\_\_\_\_  
Date approved

Conditions: \_\_\_\_\_





**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: Medfield Select Board Email: bfranklin@medfield.net

Street Address: 459 Main St., Telephone: 508-906-3012

City/Town, State: Medfield

Event and Purpose:

Board and Committee Recognition Night

Location of Event: 2110 Gallery

Date and Hours of Event: October 16 6-10pm

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 ☐ N/A

Signature of Applicant

10-3-2025  
Date filed

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

\_\_\_\_\_  
Date approved

Conditions: \_\_\_\_\_

Informational

Dear Medfield select Board,

On behalf of the Big Blue basketball team, we sincerely thank you for allowing us to use the town hall parking lot and water access for our fundraiser on September 14th.

We were lucky to have a beautiful, sunny day and the energy and enthusiasm of our players brought a big crowd. Thanks to the support from the community it turned out to be our most successful fundraiser in recent history. We truly appreciate the town's support for Medfield High School athletics.

Events like these are not only important for raising funds, but also to give our team an opportunity for lasting camaraderie.

Best Regards, Thomas Behrman '26 apt and Owen Armstrong '26 apt.