

## **Board of Selectmen**

*John A. Foresto, Chair*

*Maryjane White, Vice-Chair*

*Richard A. D'Innocenzo, Clerk*

*Dennis P. Crowley*

*Glenn D. Trindade*



Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3264  
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# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**April 4, 2016, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

#### Other Business

1. Discussion - Alleged Open Meeting Law Violation
2. FY17 Budget Update
  - a. Town Clerk
  - b. Water & Sewer
3. Discussion – Proposed Phased Project for Recreation Facility Improvements to Include Choate Park, Medway Middle School, Oakland Park and Cassidy Field
4. Vote Articles and Recommendations – May 9 Annual Town Meeting Warrants
  - a. Article 4 – FY17 Water Enterprise Fund
  - b. Article 5 – FY17 Sewer Enterprise Fund
  - c. Article 18 – Community Preservation Committee
  - d. Article 21 –Recreation Facility Improvements
  - e. Article 27 – Parking & Storage of Commercial & Recreational Vehicles
5. Discussion – Senior Work Off Program –Hourly Rate Increase
6. Discussion – Social Media Usage
7. Approval – Contract with BETA Group for Engineering Consulting Services – 9 Summer Street & 34 West Street - \$18,715
8. Approval – Contract with Weston & Sampson for Engineering and Construction Oversight - Winthrop Street Culvert Repair - \$39,500
9. Approval – Contract with Rapid Flow Inc. for Sewer Inflow & Infiltration Repairs – \$138,634
10. Approval – Contract with Lantern Light & Electric Inc. for Electrical Maintenance Services - \$50,000
11. Approval – Contract with D&R Paving for Street Paving - \$1,700,000

*The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

12. Approval – Contract with Murray Paving & Reclamation Inc. for Milling & Reclamation Services  
- \$300,000
13. Discussion – Medical Marijuana Cultivation Facility
14. Approval – One-Day Liquor Licenses
  - a. Frank Arego – Thayer Homestead – April 16, 2016
  - b. Aileen Keaney – Thayer Homestead – April 30, 2016
  - c. Kirk Steinhoff – Thayer Homestead – May 7, 2016
15. Approval – Special Event Permits
  - a. Medway Youth Baseball Opening Day Parade – April 24, 2016
  - b. Braking AIDS Ride – September 23, 2016
  - c. 5<sup>th</sup> Annual Bicycle Ride for Food – September 25, 2016
16. Approval - Banner Display Request – Medway Pride Day
17. Action Items from Previous Meeting
18. Approval of Warrants
19. Town Administrator’s Report
20. Selectmen’s Reports

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For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

April 19, 2016 ---- Regular Meeting (Mon. holiday)  
May 2, 2016 ---- Regular Meeting

*The listed matters are those reasonably anticipated by the Chair to be discussed at the meeting. Not all items may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

# **AGENDA**

## **ITEM #1**

**Discussion - Alleged Open Meeting Law  
Violation**

**Associated backup materials attached:**

- Complaint Form from Brian Adams



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Brian Last Name: Adams

Address: [REDACTED]

City: Medway State: MA Zip Code: 02053

Phone Number: [REDACTED] Ext. \_\_\_\_\_

Email: [REDACTED]

Organization or Media Affiliation (if any): None

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

## Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Board of Selectmen/Town Administrator of the Town of Medway, MA.

Specific person(s), if any, you allege committed the violation: Dennis Crowley, Glenn Trindade, Richard D'Innocenzo, Michael Boynton (Town Administrator)

Date of alleged violation: Mar 1, 2016

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

On 3/1/16 the three members of the Board of Selectmen, and the Town Administrator were all sitting at a table at Medway Cafe for dinner. There was no meeting notification sent out that there would be a Board of Selectmen meeting, or working session 48 hours prior to that group meeting. When I mentioned this to Tracy Stewart, she contacted another member of the Board of Selectmen Mary Jane White, who was working at the polls that night, and she confirmed that they would be there meeting about parks in Medway.

My husband and I were noticed by the group, and all of a sudden Mr. D'Innocenzo left the restaurant never to return. That left Mr. Trindade, Mr. Crowley and Mr. Boynton at the table.

I went to the restroom and saw the three of them sitting there. Upon my return to my table Mr. Trindade had left the restaurant as well.

I believe that they knew that they were in the wrong and that is why two members left the table.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The Board of Selectmen should be fully transparent with all meetings. They should follow the notification policies of announcing any meetings 48 hours prior to occurrence with an agenda published on the Town of Medway website. This gives the public a chance to view the agenda, and the ability to plan to attend the meeting if it is something that they are interested in. They also need to disclose how often they have met without giving any type of notification over the last year.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Brian Edberg

Date: 3/22/2016

For Use By Public Body      For Use By AGO  
Date Received by Public Body:      Date Received by AGO:

# **AGENDA**

# **ITEM #2**

## **FY17 Budget Update**

- a. Town Clerk
- b. Water & Sewer

### **Associated backup materials attached:**

- Water Rate Study
- Sewer Rate Study

Town of Medway  
Water Rate Study

Water FIVE Year Summary

Description	As Projected FY 2016	Projected FY 2017	Projected FY 2018	Projected FY 2019	Projected FY 2020	Projected FY 2021
<b>Percent of Revenue Increase</b>	<b>Base</b>	<b>9.18%</b>	<b>7.81%</b>	<b>4.69%</b>	<b>4.69%</b>	<b>4.70%</b>
Water Cost to Average Tier 1 Residential Household per Quarterly Bill (1,232 cubic feet, 2,119 Accounts, 65% of residential users)	\$75.03	\$84.03	\$89.91	\$93.51	\$97.25	\$101.14
Quarterly Increase from previous year		\$9.00	\$5.88	\$3.60	\$3.74	\$3.89
Total Cost Per Day	\$0.83	\$0.93	\$1.00	\$1.04	\$1.08	\$1.12
Total Increase Cost Per Day		\$0.10	\$0.07	\$0.04	\$0.04	\$0.04
Water Cost to Average Tier 1 & 2 Combined Residential Household per Quarterly Bill (1,625 cubic feet, 3,021 Accounts, 92% of residential users)	\$98.96	\$110.84	\$118.60	\$123.34	\$128.27	\$133.41
Quarterly Increase from previous year		\$11.88	\$7.76	\$4.74	\$4.93	\$5.13
Total Cost Per Day	\$1.10	\$1.23	\$1.32	\$1.37	\$1.43	\$1.48
Total Increase Cost Per Day		\$0.13	\$0.09	\$0.05	\$0.05	\$0.06
<b>Water Revenues</b>						
User Charges	\$ 2,056,512	\$ 2,245,274	\$ 2,420,608	\$ 2,534,027	\$ 2,652,945	\$ 2,777,638
Abatements and Adjustments	(19,788)	(8,203)	(8,203)	(8,203)	(8,203)	(8,203)
Liens to Taxes	165,039	135,989	135,989	135,989	135,989	135,989
Other Revenue (Fees, Interest, etc.)	67,672	135,127	137,830	140,586	143,398	146,266
Lifeline Discount	(11,085)	(8,859)	(9,036)	(9,216)	(9,401)	(9,589)
<b>Total Revenues</b>	<b>\$ 2,258,350</b>	<b>\$ 2,499,328</b>	<b>\$ 2,677,187</b>	<b>\$ 2,793,182</b>	<b>\$ 2,914,727</b>	<b>\$ 3,042,100</b>
<b>Available Funds</b>						
Retained Earnings Appropriated	79,116					
<b>Total Revenues and Available Funds</b>	<b>\$ 2,337,466</b>	<b>\$ 2,499,328</b>	<b>\$ 2,677,187</b>	<b>\$ 2,793,182</b>	<b>\$ 2,914,727</b>	<b>\$ 3,042,100</b>
<b>Water Expenditures</b>						
Salaries & Wages	\$ 629,334	\$ 647,208	\$ 659,138	\$ 671,307	\$ 683,719	\$ 696,379
Expenses	544,096	600,210	611,305	622,622	634,166	645,940
Existing Debt Service	874,965	858,887	823,799	778,397	757,172	637,551
New Debt Service	-	100,688	315,085	307,876	300,667	293,459
Short Term Debt	20,000	20,000	20,000	20,000	20,000	20,000
Indirect Costs	269,071	272,361	277,808	283,364	289,032	294,812
<b>Total Expenditures</b>	<b>\$ 2,337,466</b>	<b>\$ 2,499,354</b>	<b>\$ 2,707,136</b>	<b>\$ 2,683,567</b>	<b>\$ 2,684,756</b>	<b>\$ 2,588,142</b>
<b>SURPLUS/(DEFICIT)</b>	<b>\$ (0)</b>	<b>\$ (26)</b>	<b>\$ (29,949)</b>	<b>\$ 109,615</b>	<b>\$ 229,971</b>	<b>\$ 453,958</b>
<i>Cumulative Surplus</i>	<i>\$ (0)</i>	<i>\$ (26)</i>	<i>\$ (29,974)</i>	<i>\$ 79,641</i>	<i>\$ 309,613</i>	<i>\$ 763,570</i>
<b>Retained Earnings Projections</b>						
Certified RE June 30, 2015		\$ 316,383				
Retained Earnings Appropriated FY16		\$ (32,979)				
		\$ -				
Projected Retained Earnings end of FY15		\$ 283,404				
Retained Earnings Start FY17		\$ 283,404	\$ 438,127	\$ 408,179	\$ 517,794	\$ 747,766
Deficit balance Re-couped from FY16		\$ 355,749				
Retained Earnings Appropriated FY17		\$ (201,000)	\$ -	\$ -	\$ -	\$ -
Surplus/(Deficit) Current FY17		\$ (26)	\$ (29,949)	\$ 109,615	\$ 229,971	\$ 453,958
Projected Available Certified RE at end of FY17		\$ 438,127	\$ 408,179	\$ 517,794	\$ 747,766	\$ 1,201,723
Rate increase based on water user charges for latest 12-month period						

Description	As Projected FY 2016	Projected FY2017	Projected FY2018	Projected FY2019	Projected FY2020	Projected FY2021
<b>Percent of Revenue Increase</b>	<b>Base</b>	<b>9.18%</b>	<b>8.69%</b>	<b>8.70%</b>	<b>8.71%</b>	<b>8.71%</b>
Sewer Cost to Average Tier 1 Residential Household per Quarterly Bill (1,232 cubic feet, 1,627 Accounts, 65% of residential users)	\$61.77	\$67.02	\$72.38	\$78.17	\$84.42	\$91.17
Quarterly Increase from previous year		\$5.25	\$5.36	\$5.79	\$6.25	\$6.75
Total Cost Per Day	\$0.69	\$0.74	\$0.80	\$0.87	\$0.94	\$1.01
Total Increase Cost Per Day		\$0.06	\$0.06	\$0.06	\$0.07	\$0.08
Sewer Cost to Average Tier 1 & 2 Combined Residential Household per Quarterly Bill (1,628 cubic feet, 2,325 Accounts, 93% of residential users)	\$81.62	\$88.56	\$95.64	\$103.29	\$111.56	\$120.48
Quarterly Increase from previous year		\$6.94	\$7.08	\$7.65	\$8.26	\$8.92
Total Cost Per Day	\$0.91	\$0.98	\$1.06	\$1.15	\$1.24	\$1.34
Total Increase Cost Per Day		\$0.08	\$0.08	\$0.09	\$0.09	\$0.10
<b>Sewer Revenues and Available Funds</b>						
User Charges	\$ 1,247,648	\$ 1,376,925	\$ 1,497,421	\$ 1,627,680	\$ 1,769,388	\$ 1,923,560
Abatements and Adjustments	(10,477)	(5,651)	(5,651)	(5,651)	(5,651)	(5,651)
Betterment Receipts - Summer St	1,665	1,665	1,620	1,575	1,530	1,485
Betterment Receipts - Industrial Park	87,660	86,830	85,210	82,864	80,517	78,171
Liens to Taxes (incl. Tax Title and Penalty)	91,691	74,849	74,849	74,849	74,849	74,849
Other Revenue (Fees, Interest, etc.)	6,100	7,550	7,701	7,855	8,012	8,172
Lifeline Discount	(6,006)	(5,221)	(5,325)	(5,431)	(5,540)	(5,651)
<b>Total Revenues</b>	<b>\$ 1,418,282</b>	<b>\$ 1,536,948</b>	<b>\$ 1,655,825</b>	<b>\$ 1,783,740</b>	<b>\$ 1,923,105</b>	<b>\$ 2,074,936</b>
<b>Available Funds</b>						
Retained Earnings Appropriated	107,926					
Stabilization Account Transfer In	\$ 17,386	\$ 16,986	\$ 16,986	\$ 16,986	\$ 16,986	\$ 16,986
<b>Total Revenues and Available Funds</b>	<b>\$ 1,543,594</b>	<b>\$ 1,553,934</b>	<b>\$ 1,672,811</b>	<b>\$ 1,800,726</b>	<b>\$ 1,940,091</b>	<b>\$ 2,091,922</b>
<b>Sewer Expenditures</b>						
Salaries & Wages	\$ 215,670	\$ 224,924	\$ 229,422	\$ 234,011	\$ 238,691	\$ 243,465
Expenses	75,006	80,970	82,589	84,241	85,926	87,645
Charles River Pollution Assessment - O&M	555,000	478,210	490,165	502,419	514,980	527,854
Charles River Pollution Assessment - Capital	320,000	420,220	409,636	410,640	396,748	346,705
Existing Debt Service	296,862	225,897	215,232	210,522	205,462	200,462
New Debt Service	-	19,938	128,825	125,994	123,163	120,332
Short Term Debt	5,000	5,000	5,000	5,000	5,000	5,000
Indirect Costs	89,897	98,775	101,244	103,775	106,370	109,029
<b>Total Expenditures</b>	<b>\$ 1,557,435</b>	<b>\$ 1,553,934</b>	<b>\$ 1,662,114</b>	<b>\$ 1,676,602</b>	<b>\$ 1,676,340</b>	<b>\$ 1,640,491</b>
<b>SURPLUS/(DEFICIT)</b>						
	\$ (13,841)	\$ 0	\$ 10,697	\$ 124,125	\$ 263,751	\$ 451,430
Cumulative Balance	\$ (13,841)	\$ 0	\$ 10,697	\$ 134,822	\$ 398,573	\$ 850,003
<b>Retained Earnings Projections</b>						
Certified RE June 30, 2015		\$ 280,023				
Retained Earnings Appropriated FY16		\$ (3,819)				
		\$ -				
Projected Retained Earnings end of FY16		\$ 276,204				
Retained Earnings Start FY17		\$ 276,204	\$ 276,204	\$ 286,901	\$ 411,026	\$ 674,777
Retained Earnings Appropriated Current FY17		\$ -	\$ -	\$ -	\$ -	\$ -
Surplus/(Deficit) Current FY17		\$ 0	\$ 10,697	\$ 124,125	\$ 263,751	\$ 451,430
Projected Available Certified RE at end of FY		\$ 276,204	\$ 286,901	\$ 411,026	\$ 674,777	\$ 1,126,207
Rate increase based on sewer user charges for latest 12-month period						
Certified RE as a % of Operating Budget		17.8%	17.3%	24.5%	40.3%	68.7%



# **AGENDA**

## **ITEM #3**

**Discussion – Proposed Phased Project for Recreation Facility Improvements to Include Choate Park, Medway Middle School, Oakland Park and Cassidy Field.**

**Associated backup materials attached:**

- **Itemized project list prepared by Town Administrator**

**CHOATE PARK/RECREATION FACILITY IMPROVEMENTS  
PROPOSED FUNDING PLAN**

**PHASE 1**

**Choate Park & Cassidy Field**

Children's Playground Upgrade - ADA	\$300,000.00
Beach Play Area Improvements	\$30,000.00
Water Park/Splash Pad	\$350,000.00
Choate Pond Perimeter Walkway	\$310,000.00
Choate Trail Improvements	\$15,000.00
Parking Expansion	\$250,000.00
Gen. Conditions	\$70,000.00
Cassidy Field ADA Improvements & Lighting	\$190,000.00
Basketball & Volleyball Courts Rehab (\$5k each)	\$10,000.00
Design	\$150,000.00
Contingency	\$200,000.00
<b>TOTAL</b>	<b>\$1,875,000.00</b>

**Middle School**

Tennis Courts	\$400,000.00
Gen. Conditions	\$40,000.00
Design	\$60,000.00
Contingency	\$80,000.00
<b>TOTAL</b>	<b>\$580,000.00</b>

**TOTAL PHASE 1** **\$2,455,000.00**

**PHASE 2**

**Oakland Park**

Sunshine Group Building	\$350,000.00
Playing Field Renovations	\$300,000.00
Children's Playgrounds - ADA	\$300,000.00
Gen. Conditions	\$70,000.00
Design	\$140,000.00
Contingency	\$175,000.00
<b>TOTAL</b>	<b>\$1,335,000.00</b>

**GRAND TOTAL** **\$3,790,000.00**

**CHOATE PARK/RECREATION FACILITY IMPROVEMENTS  
PROPOSED FUNDING PLAN**

**PHASE 1 - CHOATE PARK/MIDDLE SCHOOL/CASSIDY FIELD**

Children's Playground Upgrade - ADA	
Beach Play Area Improvements - ADA	
Water Park/Splash Pad - ADA	
Choate Pond Perimeter Walkway - ADA & Lighting	
Choate Trail Improvements - ADA	
Cassidy ADA Improvements & Lighting	
Middle School Tennis Courts Rehabilitation	
Basketball & Volleyball Courts Rehab	
<b>TOTAL</b>	<b>\$2,455,000.00</b>

**PHASE 2 - OAKLAND PARK & CAMP SUNSHINE**

Sunshine Group Building - ADA Compliant	
Playing Field Renovations	
Children's Playgrounds - ADA	
<b>TOTAL</b>	<b>\$1,335,000.00</b>

<b>GRAND TOTAL</b>	<b>\$3,790,000.00</b>
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**FINANCING OPTIONS**

<b>YEAR 1</b>	<b>PHASE 1 - Choate, Cassidy &amp; Middle School</b> <i>State Request</i> <i>Town Share</i>	<b>\$2,455,000.00</b> <b>\$500,000.00</b> <b>\$1,955,000.00</b>
	<b>PROPOSED FINANCING:</b> - \$977,500 direct CPA Cash Fund - \$977,500 CPA Borrow - 20 years (approx. \$80k/yr @ 4.5%)	
<b>YEAR 2</b>	<b>PHASE 2 - Oakland Park &amp; Camp Sunshine</b> <i>State Request</i> <i>Town Share</i>	<b>\$1,335,000.00</b> <b>\$500,000.00</b> <b>\$835,000.00</b>
	<b>PROPOSED FINANCING:</b> - \$500,000 direct CPA Cash Fund - \$335,000 direct Town Cash	

# **AGENDA**

# **ITEM #4**

## **Vote Articles and Recommendations – May 9 Annual Town Meeting Warrants**

- a. **Article 4 – FY17 Water Enterprise Fund**
- b. **Article 5 – FY17 Sewer Enterprise Fund**
- c. **Article 18 – Community Preservation Committee Budget**
- d. **Article 21 – Recreation Facility Improvements**
- e. **Article 27 - Parking & Storage of Commercial & Recreational Vehicles**

**Note:** vote needed to accept the article in the warrant and the Board's recommendation (approve, do not support, TBD)

### **Associated backup materials included:**

- Annual Town Meeting Warrant

**TOWN OF MEDWAY**  
**WARRANT FOR MAY 9, 2016**  
**ANNUAL TOWN MEETING**

**NORFOLK ss:**

To either of the Constables of the Town of Medway

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet at the **Medway High School, 88 Summer Street**, on **Monday, May 9, 2016** at 7:30 PM, then and there to act on the following articles:

**ARTICLE 1:** (Approve Exelon PILOT)

To see if the Town will vote to authorize the Board of Selectmen to execute the negotiated Payment In Lieu of Taxes (PILOT ) agreement with Exelon West Medway, LLC and/or Exelon West Medway II, LLC (Exelon) for the new generation facilities proposed to be constructed and installed at Exelon's existing West Medway Generating Site on Summer Street, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 2:** (ESCO Stabilization Reserve Transfer)

To see if the Town will vote to transfer the sum of \$38,546 from the ESCO Stabilization Fund to the Fiscal Year 2017 Debt Service expense account for the purpose of funding ESCO related debt service, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 3:** (Appropriation: FY17 Operating Budget)

To see if the Town will vote to fix the salary and compensation of all elected officers of the Town, provide for a Reserve Fund, and determine what sums of money the Town will raise and appropriate, including appropriation from available funds, to defray charges and expenses of the

Town including debt and interest, for the Fiscal Year ending June 30, 2017, or to act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 4:** (Appropriation: FY17 Water Enterprise Fund)  
 To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$2,453,904 for the maintenance of the Water Department Enterprise Fund as follows, or to act in any manner relating thereto:

Direct Costs

Amount	Amount
Salaries	\$ 647,208
Expenses	554,760
Debt	979,575
<b>Direct Costs Total</b>	<b>\$2,181,543</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$ 272,361 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$272,361</b>
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<b>Total \$2,453,904</b>	<b>53,904</b>
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$2,453,904
<b>Total \$2,453,904</b>	<b>53,904</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 5:** (Appropriation: FY17 Sewer Enterprise Fund)  
 To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,616,502 for the maintenance of the Sewer Department Enterprise Fund as follows, or to act in any manner relating thereto:

Direct Costs

Amount	Amount
Salaries	\$ 224,924
Expenses	1,041,967
Debt	250,836
<b>Direct Costs Total</b>	<b>\$1,517,727</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$98,775 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	<b>\$98,775</b>
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<b>Total \$1,6</b>	<b>16,502</b>
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And further that the above listed appropriations be funded as follows:

Fees for Service [User Fees]	\$1,599,516
Sewer Betterment Stabilization	16,986
<b>Total \$1,6</b>	<b>16,502</b>

**WATER SEWER COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 6:** (Appropriation: FY17 Solid Waste Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of \$1,585,094 to operate the Solid Waste/Recycling Department Enterprise Fund as follows, or to act in any manner relating thereto.

Direct Costs

Amount	Amount
Salaries	\$ 331,679
Expenses	1,113,620
Debt	14,626
<b>Direct Costs Total</b>	<b>\$1,459,925</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$ 125,169 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$125,169
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<b>Total \$1,5</b>	<b>85,094</b>
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And further that the above listed appropriations be funded as follows:

Trash Recycling Fees/Bag Revenues	\$1,460,000
Solid Waste Retained Earnings	125,094
<b>Total \$1,5</b>	<b>85,094</b>

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:**            **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 7:**            (Appropriation: FY17 Ambulance Enterprise Fund)

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$759,464 to operate the Ambulance Enterprise Fund as follows, or act in any manner relating thereto.

Direct Costs

Amount	Amount
Salaries \$412	,173
Expenses	185,012
Debt	38,300
<b>Direct Costs Total</b>	<b>\$635,485</b>

Indirect Costs

And further to raise and appropriate or transfer from available funds the sum of \$ 128,979 for indirect costs consisting of health insurance, workers' compensation, Medicare, liability insurance, administrative and operational services.

<b>Indirect Costs Total</b>	\$128,979
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<b>Total \$764</b>	<b>,464</b>
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And further that the above listed appropriations be funded as follows:

General Fund Appropriation	\$150,000
Ambulance Retained Earnings	78,464
Insurance and Fees for Service	536,000
<b>Total \$764</b>	<b>,464</b>

**FIRE DEPARTMENT**



**BOARD OF SELECTMEN RECOMMENDATION:**                    **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 8:**            (Free Cash Appropriation: Capital and Other Items)

To see if the Town will vote to appropriate the sum of \$1,607,657 from Certified Free Cash for the purpose of funding the following capital and other items, including associated engineering, personnel, maintenance and legal service costs; said appropriations to be expended by June 30, 2017, with unexpended funds as of June 30, 2017 being returned to the General Fund, or act in any manner relating thereto:

<b>Project Department</b>	<b>ment</b>	<b>Cost</b>
Various Road/Sidewalk Improvements	DPS/HWY	\$750,000
Medium Duty Dump Truck (replacement)	DPS/HWY	78,000
Light Duty Dump Truck (replacement)	DPS/HWY	50,000
Medium Duty Dump Truck Retrofit	DPS/PARKS	35,000
Pickup Truck (replacement)	DPS/PARKS	55,000
Leaf Box Vacuum (replacement)	DPS/PARKS	57,000
Voting Booths	ELECTIONS	10,000
Hazard Mitigation Plan	EMERG. MGMT.	16,000
Bucket Truck (replacement)	FIRE/DPS	90,000
Refurbish Engine 2	FIRE	110,000
Defibrillators	POLICE	13,125
Radar Units (replacement)	POLICE	12,000
System-wide Security Cameras	SCHOOLS	277,532
High School Tennis Court Repairs	SCHOOLS	42,000
Repair Senior Center Door System	COA	12,000
<b>Free Cash Total</b>		<b><u>\$1,607,657</u></b>

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**                    **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 9:**            (Capital Program: Information Services)

To see if the Town will vote to transfer \$100,000 from Certified Free Cash and to raise and appropriate \$43,000 to fund a capital improvement program in the amount of \$143,000 for the Town of Medway Information Services Department for Fiscal Year 2017, or act in any manner relating thereto.

**CAPITAL IMPROVEMENT  
PLANNING COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 10:** (Water Enterprise - Equipment)

To see if the Town will vote to transfer from Fiscal Year 2015 Water Enterprise Retained Earnings the sum of \$201,000 for Fiscal Year 2017 from the Water Enterprise Fund for the purpose of funding the purchase of the following capital items, or act in any manner relating thereto:

<b>Project Department</b>	<b>ment</b>	<b>Cost</b>
Pickup Truck (replacement)	WATER	\$ 41,000
Dump Truck (replacement)	WATER	95,000
Gate Valve Vacuum Box	WATER	65,000
<b>Total</b>		<b>\$201,000</b>

**PUBLIC SERVICES DEPT.**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 11:** (Replacement Ambulance)

To see if the Town will vote to appropriate the amount of \$260,000 for the purpose of purchasing an ambulance and associated equipment; and that to meet this appropriation, the amount of \$120,000 be transferred from available funds, and the Town Treasurer, with the approval of the Board of Selectmen, be authorized to borrow \$140,000 under General Laws Chapter 44, section 7, or any other enabling law, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or to act in any manner relating thereto.

**FIRE/EMS DEPTS.**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 12:** (Fiscal Stability Transfer – Security Improvements at Elementary Schools)

To see if the Town will vote to transfer from the Fiscal Stability Fund the sum of \$529,000 to fund security improvements at the Burke-Memorial Elementary School and the McGovern Elementary School, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 13:** (Borrowing: Board of Health Water Pollution Abatement Projects)

To see if the Town will vote to borrow the sum of \$200,000 for the purpose of financing the following water pollution abatement facility projects: to repair, replace and/or upgrade residential septic systems, or residential connections to existing municipal sewer, pursuant to agreements with the Board of Health and residential property owners, including, without limitation, all costs thereof as defined in Section 1 of Chapter 29C of the General By-laws, and that to meet this appropriation, the Town Treasurer, with the approval of the Board of Selectmen, be authorized to borrow \$200,000 under General Laws Chapter 29C and/or Chapter 44, section 7 of the Massachusetts General Laws, or any other enabling law, or to act in any manner relating thereto.

**BOARD OF HEALTH**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 14:** (Appropriation: Medway Day)

To see if the Town will vote to raise and appropriate the sum of \$9,500 for Medway Day, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 15:** (Fund OPEB Trust)

To see if the Town will vote to raise and appropriate the sum of \$100,000 to the Town of Medway Other Post-Employment Benefits (OPEB) Trust account, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 16:** (Create Athletic Fields Stabilization Fund; Transfer \$25,000)

To see if the Town will vote to create a new Athletic Fields Stabilization Fund, and, further, vote to transfer the sum of \$25,000 from the Parks Revolving Fund, Hanlon Field Account, to the Athletic Fields Stabilization Fund, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 17:** (Authorize Revolving Funds)

To see if the Town will vote to authorize the following revolving funds pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws for Fiscal Year 2017 as follows:

<b>FUND REVENUE</b>	<b>NEW SOURCE</b>	<b>AUTHORITY TO SPEND</b>	<b>USE OF FUND</b>	<b>SPENDING LIMIT</b>
Parks and Recreation	Permit Fees	Board of Parks Commissioners	Self-supporting recreation and parks services	\$150,000
Council on Aging	Donations/fees paid by riders and GATRA reimbursement	Council on Aging	Pay for dial-a-ride van service for seniors and disabled; shuttle service to Norfolk commuter rail station, and other necessary transportation services	\$114,000
Library Printer/Copier/Fax	Public printer use and copier and fax machine revenues	Board of Library Trustees	Printer, copier and fax machine expenses.	\$3,000
Library Meeting Room	Meeting room use fees	Board of Library Trustees	Meeting room maintenance, repairs and upgrades	\$1,000
Thayer Homestead	Facility use fees	Town Administrator	Partial self-support of property	\$50,000

**BOARD OF SELECTMEN  
(For the Various Departments Indicated)**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 18:** (Appropriation: Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee for the Fiscal Year 2017 Community Preservation budget and to appropriate, or reserve for later appropriations, monies from the Community Preservation Fund annual revenues or available funds for the administrative expenses of the Community Preservation Committee, the payment of debt service, the undertaking of community preservation projects and all other necessary and proper expenses for the Fiscal Year 2017, or act in any manner relating thereto.

**COMMUNITY PRESERVATION COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 19:** (CPA Appropriation: Trail Design and Engineering)

To see if the Town will vote to transfer the sum of \$10,000 from Community Preservation Act Fund Open Space Reserves, to supplement the sum of \$35,000 appropriated at the 2015 Fall Town Meeting, to the Open Space Committee for the purpose of designing and engineering a trail system and boardwalks from the Medway High School Athletic Fields to Lovering Street, or to act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 20:** (CPA Funds: Historical Document Preservation)

To see if the Town will vote to transfer from Community Preservation Historical Reserve funds the sum of \$28,493 to the Historical Commission for the purpose of funding the preservation of historical documents, or act in any manner relating thereto.

**HISTORICAL COMMISSION**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 21:** (CPA Funds: Choate Park and Other Recreation Improvements)

To see if the Town will vote to raise an and appropriate, borrow, and/or transfer from Community Preservation Funds a sum of money for the purpose of funding the **design and construction** of improvements, including accessibility enhancements, to recreational facilities at Choate Park, the Medway Middle School and Cassidy Fields, or otherwise make repairs and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

**or**

To see if the Town will vote to raise an and appropriate, borrow, and/or transfer from Community Preservation Funds a sum of money for the purpose of funding **design and engineering** services for the purpose of making improvements, including accessibility enhancements, to recreational facilities at Choate Park, the Medway Middle School and Cassidy Fields, and for the payment of all other costs incidental and related thereto, and to authorize the Board of Selectmen and Town officers to take all related actions necessary or appropriate to carry out this article, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 22:** (Accept Gift of Land and Fund Related Acquisition Costs)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift or purchase and to accept the deed to the Town of a fee simple interest in all or a portion of the parcel of land located at 115 R Holliston Street, Medway, Norfolk County, MA, identified on the Town of Medway Assessors Map 31, Parcel 005-0001, containing 5.910 acres more or less, which land is now owned by John David Health Facility, upon such terms and conditions as the Board of Selectmen shall determine to be appropriate, to be used for general municipal purposes, and to transfer the sum of \$9,500 in Certified Free Cash to pay costs incidental and related thereto, or act in any manner relating thereto.

**BOARD OF SELECTMEN**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 23:** (Authorization to Pursue Municipal Aggregation)

To see if the Town will vote to grant the Board of Selectmen authority to initiate the municipal aggregation process pursuant to chapter 164, section 134 of the Massachusetts General Laws, or any other enabling authority, to include, but not be limited to, researching, developing and entering into a contract, or contracts, to aggregate the electricity load of the residents and businesses within the Town of Medway and for other related services, including consulting services, independently, or in joint action with other municipalities for terms of more than three years, and for such consideration (if any), and on such other terms and conditions that the Board of Selectmen deems in the best interest of the Town, retaining the right of individual residents and businesses to opt-out of the aggregation, or take any other action relative thereto.

**TOWN-WIDE ENERGY COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 24:** (Amend General Bylaw – Hunting on Town Land)

To see if the Town will vote to amend Medway General By-Laws Section 12.20 (a) by replacing the text in said section in the entirety with the following:

- (a) No person shall fire or discharge any firearm within the limits of any school, park, playground, or other **Town and/or** private property, or hunt or fire or discharge any firearm on private property without written consent of the owner or legal occupant thereof, **or in the case of Town property from the Chief of Police.**

Or to act in any manner relating thereto.

**OPEN SPACE COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 25:** (Easement Acceptances: Neelon Lane and Charles View Lane)  
To see if the Town will vote to accept:

**A Perpetual Easement** for public access and maintenance by the Town of Medway on and over the extension of Neelon Lane, shown as “Access and Maintenance Easement (6,863 S.F.)” on a plan of land entitled, ‘Definitive Plan “Charles River Village” Open Space Residential Development (OSRD) in Medway, Massachusetts Date: November 20, 2012 Revise Dates: February 15, 2013, and May 30, 2013 prepared by O’Driscoll Land Surveying Co.’, recorded with the Norfolk County Registry of Deeds in Plan Book 624, Page 5, for all purposes for which public ways may be used in the Town of Medway, in common with others entitled thereto; and

**A Non-Exclusive Perpetual Access Easement** on and over the Proposed Public Access Trail extending from Neelon Lane and Charles View Lane, for purposes of accessing Open Space Parcel “B” (Parcel 70-002-0100 on Medway Assessor’s maps) as shown on said plan.

And further to authorize the Board of Selectmen and town officers to take any and all related actions necessary or appropriate to carry out the purposes of this article;

Or to act in any manner relating thereto.

#### PLANNING AND ECONOMIC DEVELOPMENT BOARD

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 26:** (Amend General Bylaws: Design Review Committee)  
To see if the Town of Medway will vote to amend the Medway General Bylaws, Section 2.15 Design Review Committee as follows. Items to be deleted are noted with a ~~strike through~~. Items to be added are noted in **bold text**.

Section 2.15 – Design Review Committee

(a) **Establishment** - There shall be a Design Review Committee (**DRC**) consisting of at least five ~~(5)~~ **and up to seven voting** members who reside in Medway ~~who~~ **and** shall be sworn to the faithful performance of their duties. **The DRC may also have up to three non-voting advisors who reside and/or work in Medway.**

(b) **Mission** - **To serve the people of Medway in a capacity that openly, creatively and appropriately reviews site, building and sign design for private and public development. The DRC is tasked with serving as an advocate for the preservation and enhancement of Medway’s natural, scenic and aesthetic qualities to achieve the pleasing composition of places within the context of the *Medway Master Plan*. The DRC works with the broad intention of maintaining and/or improving the quality of life, value of property and viability of commerce through the use of thoughtful and community-appropriate design practices as represented by the *Medway Design Review Guidelines*.**

~~(b)~~ **(c) Appointments** - ~~The Design Review Committee~~ **DRC members and advisors** shall be appointed by the Planning **and Economic Development** Board. ~~Committee~~ Members shall serve two (2) year staggered terms, with the majority of the first members appointed for a two (2) year term and the remaining initial members appointed for a one (1) year term. Thereafter, each member shall serve ~~for two (2) years or until his successor has been appointed.~~ **Advisors shall serve one (1) year terms.**

~~(e)~~ **(d) Composition**

1. **Members** - ~~The Design Review Committee~~ **DRC** shall include one member of the Planning **and Economic Development** Board, ~~and a representative of the Medway Business Council.~~ **The majority of the remaining members should have be design professionals with** experience and/or training in a **rchitecture, landscape design, site design, graphic arts, graphic design, sign design, planning, environmental design, urban design** or other suitable **design** professions. ~~that could be helpful to the Committee's work.~~ **Other members may include individuals representing various business interests such as real estate, building trades, and local business organizations.**

2. **Advisors** - **Advisors shall include individuals with particular design expertise who are able to provide periodic design consultation to the DRC in reviewing development permit applications and proposals.**

~~(d)~~ **(e) Responsibilities of the Design Review Committee**

1. Assist and advise the Planning **and Economic Development** Board, ~~and its applicants, and other Town boards, committees and departments as may request such assistance,~~ with regard to **proposals, applications and plans for Town issued development permits, subdivisions, site plans, special permits, sign permits, scenic road work permits, and other development proposals.** ~~The Design Review Committee's recommendations are advisory and may include suggestions for modifications to proposed designs and conditions for approval of development proposals.~~

2. **Serve as a design resource, providing site, building, landscape, signage, and graphic design expertise and assistance to Town boards, committees, and departments with regard to Town sponsored programs, proposals, capital improvement projects and municipal building projects.**

3. **The DRC's recommendations are advisory and may include suggestions for modifications to proposed designs, and/or conditions for approval of development proposals to be consistent with the Medway *Design Review Guidelines*.**

~~2. Assist and advise the Planning Board regarding possible amendments to the *Medway Zoning Bylaw* and various *Rules and Regulations*.~~

~~3. Continue to promote and improve the use of the *Medway Design Guidelines*; recommend changes and improvements to the *Medway Design Guidelines*.~~

4. Perform other duties and responsibilities as may be specified by the *Medway Zoning Bylaw*, ~~or other Town bylaws,~~ **and various land use *Rules and Regulations* as may be requested by various Town boards, committees and departments.** ~~the Planning and Economic Development Board.~~



5. Assist and advise the Planning and Economic Development Board regarding possible amendments to its various *Rules and Regulations* and to the *Zoning Bylaw*.

6. Promote and improve the use of the Medway *Design Review Guidelines* by both public and private entities. As needed, recommend changes and improvements to the *Design Review Guidelines* to the Planning and Economic Development Board.

5. — Advocate for good design in municipal programs and capital projects.

(e) (f) **Design Review Guidelines** - In performing its work, the Design Review Committee shall be guided by the *Medway Master Plan* and by the **Medway Design Review Guidelines** to be developed by the Committee and as adopted and published by the Planning and Economic Development Board. after a duly called and advertised public hearing. The Planning Board may amend the *Design Guidelines* from time to time after a duly called and noticed public hearing in accordance with customary Planning Board practice.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
DESIGN REVIEW COMMITTEE**

**BOARD OF SELECTMEN RECOMMENDATION:** Approve

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 27:** (Amend General Bylaws: New Section - Parking & Storage of Recreational and Commercial Vehicles)

To see if the Town of Medway will vote to amend the Medway General By-laws by adding the following Section 12.26 in Article XII:

**Section 12. 26 Regulation of Parking and Storage of Rec reational and Commercial Vehicles**

(a) **Purpose** - The purpose of this By-law is to regulate the on-street parking of certain commercial and recreational vehicles and the outdoor parking/storage of unregistered vehicles and certain commercial vehicles. This By-law is adopted to promote safe vehicular traffic, to preserve peace and good order, to protect the character of residential neighborhoods, to promote the aesthetic beauty of the community and hence the value of the property located therein, and to promote the health, safety and general welfare of the citizens of the Town of Medway.

(b) **Definitions**

(1) **Commercial Motor Vehicle** - Any vehicle defined as such by the Massachusetts Registry of Motor Vehicles in 540 CMR 2.05

(2) **Gross Vehicle Weight Rating (GVWR)** – The value specified by the manufacturer as the loaded weight of a single vehicle including the vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers and cargo but excluding that of any trailers, as established by the National Highway Traffic Safety Administration, U.S. Department of Transportation.

(3) **Recreational Vehicle** - A vehicular type portable structure without a permanent foundation that can be towed, hauled, or driven and that is primarily designed or modified to serve as a temporary living accommodation for recreational, camping and travel use and includes but is not limited to travel trailers, truck campers, caravans, camping trailers, and self-propelled motor homes.

(4) **Trailer** - A non-motorized vehicle, often a long platform or box/container with two or more wheels, which is pulled behind a motorized vehicle and used to transport things.

(c) **Prohibitions/Limitations**

(1) No person shall allow, permit, or cause a trailer, recreational vehicle, or a commercial motor vehicle having a Class 4 gross vehicle weight rating or higher to be parked at any location on any public or private way within the Town of Medway for any period in excess of four hours in any twenty-four hour period, unless said vehicle is in the process of loading, unloading, or providing a temporary service to one or more adjacent properties.

(2) For a business use authorized by right, by special permit or variance, or for a pre-existing non-conforming business use, commercial motor vehicles with a Class 4 gross vehicle weight rating or higher shall not be parked within the standard front, side and rear setback areas established in the Zoning Bylaw for the applicable zoning district.

(3) Not more than one unregistered vehicle of any kind may be parked or stored outside on any property in a residential zoning district.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
INSPECTOR OF BUILDINGS**

**BOARD OF SELECTMEN RECOMMENDATION:** **Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 28:** (Amend Zoning Bylaw: Accessory Family Dwelling Unit)

To see if the Town of Medway will vote to amend the Zoning Bylaw by deleting SECTION 8.2 Accessory Family Dwelling Unit in its entirety and replacing it as follows: Note that eliminated text is shown with a **strikethrough** and new text is shown in **bold**.

**8.2 ACCESSORY FAMILY DWELLING UNIT**

A. Purposes. The purposes of this **sub-section** ~~Accessory Family Dwelling Unit bylaw~~ are to:

1. **establish an option for the creation of Accessory Family Dwelling units to provide suitable housing** ~~assist Medway residents with creating suitable housing to accommodate for a family member~~ **and/or a caregiver for a family member who is an occupant of the premises;**

**2. provide opportunities to support residents who wish to age in place; and**

**3. maintain the residential character of neighborhoods.**

B. Applicability. The Board of Appeals may grant a special permit for an accessory family dwelling unit in accordance with this Section 8.2 and Table 1: Schedule of Uses.

C. Basic Requirements.

1. An accessory family dwelling unit shall be located within:

a. ~~a detached single-family dwelling; or and designed so as to preserve the appearance of the single-family dwelling.~~

**b. an addition to a detached single-family dwelling; or**

**c. a separate structure on the same premises as a detached single-family dwelling.**

2. There shall be ~~only~~ **no more than** one accessory family dwelling unit **associated with a detached single-family dwelling, per premises** on a lot, and no ~~accessory family dwelling unit shall have more than one bedroom.~~

**3. No accessory family dwelling unit shall have more than one bedroom, unless a second bedroom is authorized by the Board of Appeals pursuant to 8.2.C. 8. herein.**

**4. An accessory family dwelling unit shall not exceed 800 sq. ft. of gross floor area unless:**

a. **there is an existing detached accessory structure larger than 800 sq. ft. located on the same lot as a detached single-family dwelling and the Board of Appeals determines its use as an accessory family dwelling unit is in character with the neighborhood; or**

**b. authorized by the Board of Appeals pursuant to 8.2.C.8. herein.**

3. **5.** There shall be at least one **designated** off-street parking space for the accessory family dwelling unit in addition to parking for the **occupants of the detached single-family principal dwelling.** The off-street parking **space** shall be located in a garage or carport, or in the driveway, and **shall have vehicular access to the driveway.** ~~shall not be permitted within any required yard area or setback. There shall be no additional driveway or curb cut providing access to the accessory family dwelling unit.~~ **The location, quantity and adequacy of parking for the accessory family dwelling unit shall be reviewed by the Board of Appeals to ensure its location and appearance are in keeping with the residential character of the neighborhood.**

6. **Occupancy of the single-family dwelling and accessory family dwelling unit shall be restricted as follows:**

a. **The owners of the property shall reside in one of the units as their primary residence, except for bona fide temporary absences due to employment, hospitalization, medical care, vacation, military service, or other comparable absences which would not negate the primary residency standard.** For purposes of this section, "owners" shall mean one or more individuals who hold legal or beneficial title to the premises.

~~b. The unit not occupied by the owners may only be occupied by the owners' immediate family or step-family members, grandparents, or in-laws. A notarized statement of the owner's relationship to the occupant shall be submitted to the Building Inspector prior to the issue of a certificate of occupancy for the accessory family dwelling unit.~~

**b. The accessory dwelling unit shall be occupied by any one or more of the following:**

**i. the owner(s) of the property**

**ii. the owner's family by blood, marriage, adoption, foster care or guardianship**

**iii. an unrelated caregiver for an occupant of the detached single-family dwelling or the accessory family dwelling unit, who is an elder, a person with a disability, handicap or chronic disease/medical condition, or a child.**

**Prior to the Town's issuance of a certificate of occupancy for the accessory family dwelling unit, the property owner shall submit to the Building Inspector a notarized statement of the property owner's relationship to the occupant of the dwelling unit not occupied by the property owner.**

**7. An accessory family dwelling unit shall be designed so as to preserve the appearance of the single-family dwelling and be compatible with the residential character of the neighborhood. Any new separate outside entrances serving an accessory family dwelling unit shall be located on the side or in the rear of the building.**

**8. In order to encourage the development of housing units for disabled and handicapped individuals and persons with limited mobility or a chronic medical condition, the Board of Appeals may allow reasonable deviations from the Basic Requirements where necessary to install features in the accessory family dwelling unit to facilitate the care of, and access and mobility for, disabled and handicapped individuals and persons with limited mobility or a chronic medical condition. This may include, but is not limited to, authorizing a second bedroom in the accessory family dwelling unit.**

~~D. — Limitations of Special Permit. The special permit for an accessory family dwelling unit shall expire not more than three years after the date of issuance unless extended by the Board of Appeals. Upon transfer or conveyance of the property, the special permit granted hereunder shall become null and void.~~

#### **D. Decision**

**1. The Board of Appeals, in making its decision, shall make findings that all of the special permit criteria specified in SECTION 3.4 C. herein are met.**

**2. Conditions, Limitations and Safeguards – Special permits shall be subject to the conditions, limitations, and safeguards set forth in SECTION 3.4.D. herein subject to such exceptions as the Board of Appeals may deem appropriate. Every special permit shall include the following conditions:**

- a. **Recording.** The special permit shall be recorded with the Registry of Deeds prior to issuance of an occupancy permit for the accessory family dwelling unit.
- b. **Transfer of Ownership.** If the new owner(s) desires to continue to exercise the special permit, they must, within thirty (30) days of the conveyance, submit a notarized letter to the Building Inspector stating that they will occupy one of the dwelling units on the premises as their primary residence, except for bona fide temporary absences, and that the accessory family dwelling unit is to be occupied by one of parties specified in C. 6. b. herein.
- c. **Bi-Annual Certification.** The owner of the property shall provide a bi-annual certification to the Building Inspector verifying that the unit not occupied by the owner is occupied by one of the parties specified in C. 6. b. herein or that the space is being used for another lawfully allowed use pursuant to this Bylaw.

And by deleting the current definition of Accessory Family Dwelling Unit in SECTION 2 DEFINITIONS and replacing it as follows:

~~Accessory Family Dwelling Unit: A separate and complete housekeeping unit contained within, or being an extension of, a single family dwelling to accommodate additional family members of a resident of the primary dwelling.~~

**Accessory Family Dwelling Unit: A separate dwelling unit contained within a detached single-family dwelling unit or in an accessory structure thereto and which is subordinate in size to the principal dwelling unit, that is designed to accommodate family members of and/or caregivers for a resident of the primary or accessory family dwelling unit and which includes its own living, sleeping, sanitary and food preparation facilities such that the occupant(s) of the accessory family dwelling unit does not need to rely on the corresponding facilities located in the primary dwelling unit.**

And by adding the following definition in SECTION 2 DEFINITIONS as follows:

**Caregiver: An individual who regularly looks after a child or a sick, elderly, disabled, or handicapped person or an individual with a chronic medical condition, by providing for or assisting with the tasks of daily living such as, but not limited to activities necessary to maintain good health, personal care, meal preparation, child care, household and property maintenance, and transportation.**

And to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD  
ZONING BOARD OF APPEALS**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 29: (Amend Zoning Bylaw: Site Plan Review)**

To see if the Town will vote to amend the Medway Zoning Bylaw by deleting sub-SECTION 3.5 Site Plan Review and replacing it as follows: Note the text to be deleted is indicated with ~~strikethrough~~ and new or relocated text is indicated in **bold**.

### 3.5. SITE PLAN REVIEW

#### 3.5.1 Purposes

Site plan review is a means of managing the aesthetics and environmental impacts of land use by the regulation of permitted uses, not their prohibition. Its purpose is to:

- assure protection of the public interest consistent with a reasonable use of the site for the purposes permitted in the district; **and**
- **promote and encourage desired community characteristics as expressed in the *Master Plan and Design Review Guidelines***

Accordingly, no building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board)

#### 3.5.2 Requirements

- A. No building permit shall be issued for any use, site, or building alteration, or other improvement that is subject to this Section 3.5 unless an application for site plan review has been prepared in accordance with the requirements herein and unless such application has been approved by the Planning and Economic Development Board (hereinafter referred to in this Section as the Board) or its designee in the instance of administrative site plan review.**
- B. Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.**
- C. Any work done in deviation from an approved site plan shall be a violation of this Bylaw unless such deviation is approved in writing by the Board or its designee or is determined by the Building Inspector to be an insubstantial change.**

#### 3.5.3 Applicability

A. Site plan review shall apply to the following:

1. Major Site Plan Review:

- a. New construction or any alteration, reconstruction, **change in use** or renovation of any multi-family, commercial, industrial, institutional, or municipal use **which involves one or more of the following**; involving: 2,500 square feet or more of gross floor area,
  - i. the addition of 2,500 square feet or more of gross floor area; or**
  - ii. the addition of fifteen or more new parking spaces; or**

- b. ~~New construction or any alteration, reconstruction, or renovation of an existing building, or any change in use of an existing building requiring fifteen or more parking spaces; or~~
  - e. ~~b.~~ **Construction, expansion, redesign, or alteration — The redesign, alteration or modification** of an existing parking area involving the addition of fifteen or more new parking spaces.
  - c. Construction of ground mounted solar photovoltaic installations of any size including solar canopy type systems in parking areas.**
2. ~~Minor Site Plan Review: Any construction, alteration, reconstruction or renovation project or change of in use that is not subject to Major Site Plan Review but which requires a building permit and involves one or more of the following:~~
- a. **New construction or any alteration, reconstruction, change in use or renovation of any multi-family, commercial, industrial, institutional, or municipal use which is not subject to Major Site Plan Review but which involves one or more of the following:**
    - i. **the addition of 1,000 to 2,499 square feet of gross floor area; or**
    - ii. **the addition of five or more but less than fifteen new parking spaces; or**
  - a. ~~Exterior alteration of an existing building or premises, visible from a public or private street or way, except where such alteration is exempt under Section B below; or~~
  - b. ~~New construction, expansion of an existing structure, or a change in use in an existing building requiring five or more but less than fifteen parking spaces; or~~
  - e. ~~b.~~ **Construction, The redesign, alteration** or modification of a **an existing** parking area involving the addition of five or more but less than fifteen new parking spaces; or
  - d. ~~c.~~ Any use or structure or expansion thereof exempt under Massachusetts G.L. c. 40A, § 3, ~~if one or more of the above criteria a-c also apply, and only to the extent allowed by law.~~

**3. Administrative Site Plan Review:**

- a. **New construction or any alteration, reconstruction, or renovation of any multi-family, commercial, industrial, institutional, or municipal use which is not subject to Major or Minor Site Plan Review but which involves one or more of the following:**
  - i. **The addition of less than 1,000 square feet of gross floor area, or**
  - ii. **Exterior alteration/renovation of an existing building or premises, visible from a public or private street or way which includes any of the following:**
    - a) **installation or replacement of awnings**
    - b) **change in a building's exterior surface material**
    - c) **rearrangement or addition of windows or doors**

d) **façade reconstruction/replacement**

e) **roofing if the Building Inspector determines the roof to be a distinctive architectural feature of the building**

b. **The redesign, alteration or modification of an existing parking area involving the addition of up to four new parking spaces**

c. **A change in curb cuts/vehicular access to a site from a public way**

d. **Installation or alteration of sidewalks and other pedestrian access improvements**

e. **Removal of hedges, living shrubs, and trees greater than four inches in caliper**

f. **Installation of fencing or retaining walls.**

4. **Consideration of planned activities subject to administrative site plan review may be advanced to minor site plan review status at the determination of the Building Inspector or the Board when the collective scope and/or quantity of the proposed activities is substantial enough to merit review at a public meeting.**

3-5. **Relationship to Other Permits and Approvals.**

a. If an activity or use requires both **major or minor** site plan review and one or more special permits, the ~~Planning and Economic Development~~ Board shall serve as special permit granting authority.

b. If both a special permit and **major or minor** site plan review are required, ~~they shall be considered together under the provisions of Section 3.4.~~ **the Board shall review and conduct the public hearing concurrently and the Board may issue a single decision.**

c. The Building Inspector shall not issue a building permit for any project subject to this Section 3.5 unless:

i. the Board has approved a site plan therefor or allowed ninety calendar days (in the instance of a major site plan project) **to elapse from the site plan submission date unless the applicant has requested an extension in writing; or**

ii. **the Board has approved a site plan therefor** or **allowed** sixty calendar days (in the instance of a minor site plan project) to elapse from the site plan submission date unless the applicant has requested an extension in writing; or

iii. **Administrative site plan approval has been granted or twenty-one calendar days have elapsed from the site plan submission date unless the applicant has requested an extension in writing.**

~~Any work done in deviation from an approved site plan shall be a violation of these Bylaws unless such deviation is approved in writing by the Board or determined by the Building Inspector to be an insubstantial change.~~

B. Exemptions. The following shall be exempt from Site Plan Review under this Section 3.5:



1. Single-family and two-family homes, including additions or enlargements **and accessory structures.**
2. Residential subdivisions approved by the Board under the Medway Subdivision Rules and Regulations.
3. ~~Projects submitted to the PEDB under Section 8.5, Adult Retirement Community Planned Unit Development.~~
4. **3.** Projects in which the only exterior change that is visible from a public or private way, requiring a building permit, pertains to **the removal of architectural barriers to comply with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB)**
  - a. ~~Architectural barrier removal to comply with the Americans with Disabilities Act (ADA) or regulations of the Massachusetts Architectural Access Board (AAB); or~~
  - b. ~~Installation of awnings, exterior siding, or roofing, or replacement of windows or doors;~~

#### **3.5.4 Site Plan Review Standards**

The Board's Site Plan Rules and Regulations shall adopt standards for site plan review that will at a minimum address the following:

- A. ~~Siting of facilities;~~
- B. ~~Design guidelines;~~
- C. ~~Open space and natural features;~~
- D. ~~Pedestrian, bicycle, and vehicular circulation;~~
- E. ~~Water quality;~~
- F. ~~Stormwater;~~
- G. ~~Utilities, exterior lighting, parking, and snow removal;~~
- H. ~~Trees and landscaping;~~
- I. ~~Town character and historic significance;~~
- J. ~~Impacts on public services and facilities;~~
- K. ~~Signage;~~
- M. ~~Safety;~~
- N. ~~Energy efficient site design;~~
- O. ~~Potential adverse effects and mitigation thereof.~~

#### **3.5.3. 3.5.4 Procedures for Site Plan Review**

- A. ~~The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including submission requirements and procedures for major and minor site plans, modification of approved site plans, delegating~~

~~administrative review to the Board's designee for review of small scale projects without a public meeting, and standards of review consistent with Section 3.5.4 below.~~

- A. Pre-Application Review – Before filing a site plan application, applicants for major site plan review shall and applicants for minor site review may schedule a pre-application meeting with the Town's interdepartmental project review team. Applicants may also request an informal, pre-application meeting with the Board to review conceptual plans.**
- B. Applicants shall submit an application for **major and minor** site plan review to the **Town Clerk and the** Board.
- C. The site plan submission date shall be the date the site plan application is filed with the Town Clerk and the Board, unless the Board notifies the applicant within twenty-one days of submission that the application is incomplete. In such case, the site plan application will not be deemed to have been submitted.
- D. For Major Site Plan Review applications, the Board shall hold a public hearing on the proposed site plan. The public hearing shall conform to the requirements for public hearings and notice under G.L. c. 40A, § 11, and the Board's Site Plan Rules and Regulations. All costs of the public notice requirements shall be at the expense of the applicant.
- E. For Minor Site Plan Review applications, the Board shall review the site plan at a duly posted open meeting. Any public notice to abutters and other parties of interest shall be conducted in accordance with the Site Plan Rules and Regulations.
- F. The Board shall review and act upon the **applications for major and minor** site plan **review**, requiring such conditions as necessary to satisfy the Site Plan Review Standards under Section ~~3.5.4~~ **3.5.5 B.** below, and notify the applicant of its decision. The decision shall be **by majority vote of the membership, shall be made** in writing and shall be filed with the Town Clerk within ninety days of the date of application for Major Site Plan Review, or sixty days of the application date for Minor Site Plan Review. The applicant may request, and the Board may grant by majority vote of the membership, an extension of the time limit set forth herein.
- G. The Board may approve ~~the~~ **a major and minor** site plan or approve it with ~~the~~ **limitations, safeguards and mitigation measures** or deny a site plan only if the plan does not include adequate information as required by the Site Plan Rules and Regulations, or if the plan depicts a use or structure so contrary to health, safety and welfare of the public that no set of conditions would render the project tenable. ~~The Board's decision shall be by majority vote of the membership, and the decision shall be in writing.~~
- H. ~~The applicant shall satisfy or comply with all conditions of the site plan review decision prior to the issuance of a building permit except for those conditions that by their terms are intended to be satisfied during construction or later.~~
- I. ~~Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision.~~
- H. The Board's designee shall review and act on applications for administrative site plan review and may require conditions as necessary to satisfy the Administrative Site Plan Review Standards.**

### **3.5.5 Site Plan Rules and Regulations**

**A. The Board shall promulgate, after public notice and hearing, Site Plan Rules and Regulations to effectuate the purposes and intent of this Section 3.5, including but not limited to the following requirements and procedures for:**

- 1. submission and review of major and minor site plans**
- 2. administrative review of small-scale projects by the Board's designee without a public hearing or meeting**
- 3. waivers**
- 4. conditions/limitations/safeguards and mitigation measures**
- 5. performance security**
- 6. construction inspection**
- 7. standards of review consistent with Section 3.5.5 B. below**
- 8. decision criteria**
- 9. modification of approved site plans and/or decisions**

**B. The Board's Site Plan Rules and Regulations shall include standards for major, minor and administrative site plan review that will at a minimum address the following:**

- 1. Siting of facilities**
- 2. Design guidelines**
- 3. Open space and natural features**
- 4. Pedestrian, bicycle, and vehicular circulation**
- 5. Water quality**
- 6. Storm water**
- 7. Utilities, exterior lighting, parking, and snow removal**
- 8. Trees and landscaping**
- 9. Site Amenities**
- 10. Town character and historic significance**
- 11. Impacts on public services and facilities**
- 12. Signage**
- 13. Safety**
- 14. Energy efficient site design**

**15. Potential adverse effects and mitigation thereof.**

**3.5.5 3.5.6 Appeal**

**A.** Any person aggrieved by the Board’s **major or minor** site plan decision may appeal to the court within 20 days of the date the decision is filed with the Town Clerk, as provided in G.L. c. 40A, § 17.

**B.** **Any person aggrieved by an administrative site plan decision may appeal to the Planning and Economic Development Board.**

Or to act in any manner relating thereto:

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:                    Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 30:**        (Amend Zoning Bylaw: Editing Zoning Bylaws)

To see if the Town of Medway will vote to amend the Medway Zoning Bylaw by adding a new Section 1.7 as follows:

**1.7        FORMAT**

The Planning and Economic Development Coordinator, under the auspices of the Planning and Economic Development Board, is authorized to edit this Zoning Bylaw for format only through use of bold, italics, underscores, bullets, font style, font size, spacing, and other similar editing measures to improve the Bylaw’s readability and ease of use without changing the text, section and heading titles, numbering, or content in any manner; and to clearly denote those terms throughout the Bylaw that are officially defined within SECTION 2 of the Bylaw.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION:                    Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 31:**        (Amend Zoning Bylaw: New Section Zoning District Boundaries)

To see if the Town will vote to amend the Medway Zoning Bylaw by adding a new Section 4.4 as follows:

**4.4        ZONING DISTRICT BOUNDARIES**

Where a zoning district boundary line is shown on the Zoning Map as being within a public or private street or right-of-way, the center line of the street or right-of-way shall be the zoning district boundary line.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 32:** (Amend Zoning Bylaw: Definitions)

To see if the Town of Medway will vote to amend the Zoning Bylaw by deleting item F. Building Height from Section 6.2. General Provisions and inserting the following definition in alphabetical order in SECTION 2 DEFINITIONS:

**Building Height** – The vertical distance from grade plane to the average height of the highest roof surface.

And by inserting the following definitions in alphabetical order in SECTION 2 DEFINITIONS:

**Garage, private residential:** A structure which is access ory to a residential building and used by the residents thereof for personal household storage and/or the parking and storage of motorized vehicles and other moveable items such as campers, boats and other types of recreational vehicles owned by the residents of the building, and which is not a separate commercial enterprise available to the general public.

**Membrane Structure:** An air-inflated, air-supported, tensioned, cable or frame-covered structure as defined by the International Building Code and not otherwise defined as a tent or canopy.

**Tent:** A structure, enclosure or shelter constructed of fabric or pliable material with or without sidewalls or drops, supported by any manner except by air or the contents that it protects.

**Self -Storage Facility:** A structure containing separate, individual, and private storage spaces of varying sizes leased or rented for varying periods of time for personal, household, and/or business storage.

**Automated Teller Machine (ATM) Kiosk:** A free-standing, electronic banking outlet which allows customers to complete various banking transactions without the aid of a branch representative or teller. NOTE – Sometimes referred to as automated banking machines.

**Abandonment of Use:** The intentional cessation or discontinuation of a particular use of property. The abandonment of a nonconforming use occurs when the owner forms an intent to abandon the use and engages in conduct that carries the implication of abandonment. Abandonment does not include temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

**Museum:** A premises open to the public for the procurement, care, conservation, storage, study and display of inanimate objects of lasting historical, scientific, artistic or cultural interest or value.

**Movie Theatre/Cinema:** A venue, usually a building that contains an auditorium for viewing movies (films) for entertainment.

**Theatre:** A building, part of a building or outdoor area where plays, dramatic presentations and stage entertainment, etc., are performed.

**Recreational Vehicle:** A vehicular type portable structure without a permanent foundation that can be towed, hauled, or driven and that is primarily designed or modified to serve as a temporary living accommodation for recreational, camping and travel use and includes but is not limited to travel trailers, truck campers, caravan, camping trailers, and self-propelled motor homes.

And by eliminating the following existing definitions in SECTION 2 DEFINITIONS (noted in strikethroughs) and replacing them (as noted in **bold text**) as follows:

~~Shopping Center (Current): A group of commercial establishments planned, constructed, and managed as a total entity, with customer and employee parking provided on-site and provision for good delivery separated from customer access.~~

**Shopping Center/Multi-Tenant Development** (proposed): A group of two or more business establishments designed, planned, constructed and managed as a total entity, located in one or more buildings on one or more lots under single or multiple ownership, with customer and employee parking provided on-site.

\*\*\*\*\*

~~Family (current): Any number of individuals living and cooking together on the premises as a single housekeeping unit, as distinguished from a group occupying a boarding or lodging house, motel or hotel.~~

**Family** (proposed):

- An individual or two or more persons including children, who are related by blood, marriage, foster care, legal adoption or guardianship, living together as a single housekeeping unit
- A group of up to four individuals not related by blood, marriage, foster care, legal adoption or guardianship, living together as a single housekeeping unit
- Two unrelated adults and their related children living together as a single housekeeping unit

\*\*\*\*\*

~~Commercial Motor Vehicle (current): Any vehicle licensed by the Commonwealth of Massachusetts as a commercial motor vehicle (540 CMR 4.02 Special Definitions)~~

**Commercial Motor Vehicle** (proposed): Any vehicle defined as such by the Massachusetts Registry of Motor Vehicles in 540 CMR 2.05

\*\*\*\*\*

~~Dwelling Unit (current): One or more rooms providing complete living facilities for one family, including equipment for cooking or provisions for same, and including room or rooms for living, sleeping, and food preparation.~~

**Dwelling Unit** (proposed): One or more rooms providing complete living facilities for one family, including room or rooms for living, sleeping, food preparation and sanitary facilities.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 33:** (Amend Zoning Bylaw: Prohibited Uses)

To see if the Town will vote to amend SECTION 5.2 of the Zoning Bylaw by inserting the following to Sub-Section 5.2 B. PROHIBITED USES:

B. 13. Self-Storage Facilities

And by revising the identification of item B. 13 to become B. 14, or act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION: Approve**

**FINANCE COMMITTEE RECOMMENDATION:**

**ARTICLE 34:** (Amend Zoning Map: Rezoning from ARII to Industrial II)

To see if the Town of Medway will vote to amend the Medway Zoning Map by rezoning the following parcels from ARII to Industrial II:

Address Map	Parcel	Owner	Size	Notes
12 West Street	66 - 010	Sithe W. Medway LLC - c/o NSTAR	.2 acres	Electrical sub-station
Portion of 34 West Street	66 - 012	Sithe W. Medway LLC - c/o NSTAR	???	Electrical ROW. This parcel has split zoning - part Industrial II and part ARII
30 West Street	66 - 011	New England Power Co	.7 acres	Electrical ROW
15 West Street	66 - 005	West ST. Realty Trust	6.97 acres	Mobile Excavating and American Stripping
23 West Street	65 - 028	New England Power Co	8.52 acres	Electrical ROW
27 West Street	66 - 004	New England Power Co	.37 acres	Electrical ROW
29 West Street	65 - 027	New England Power Co	12.97 acres	Electrical ROW
0 West Street	55 - 026	Boston Edison/NSTAR	6.7 acres	Electrical ROW
Portion of 0 Summer Street	66 - 013	Sithe W. Medway LLC - Exelon	??? Electricity	Generation Facility. This parcel has split zoning - part Industrial II and part ARII

And by revising Table 1 Schedule of Uses in Section 5.4 to add Contractor's Yard as an allowed, by right use, in the Industrial II zoning district.

Or to act in any manner relating thereto.

**PLANNING AND ECONOMIC DEVELOPMENT BOARD**

**BOARD OF SELECTMEN RECOMMENDATION: Do Not Support**

**FINANCE COMMITTEE RECOMMENDATION:**



And you are hereby directed to serve this warrant by posting printed attested copies thereof at two (2) locations in each precinct at least SEVEN (7) days before the day of said meeting. Hereof fail not and make due return of this warrant with your doings thereon to the Clerk of said Town at or before the time of said meeting.

Given under our hands in Medway, this 19<sup>th</sup> day of April 2016.

A TRUE COPY:

SELECTMEN OF THE TOWN OF MEDWAY

\_\_\_\_\_  
John Foresto, Chairman

\_\_\_\_\_  
Maryjane White, Vice Chairman

\_\_\_\_\_  
Richard D’Innocenzo, Clerk

\_\_\_\_\_  
Glenn Trindade, Member

\_\_\_\_\_  
Dennis Crowley, Member

**ATTEST:** \_\_\_\_\_  
Paul Trufant, Constable

# AGENDA

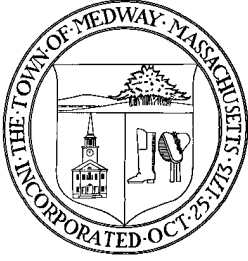
## ITEM #5

### Discussion – Senior Work Off program – Hourly Rate Increase

#### **Associated backup materials attached:**

- Memo – Donna Greenwood
- Hourly Rate Chart
- General Laws: Chapter 59, Section 5K

**Proposed Motion:** I move that the Board approve the hourly rate for senior workers from \$7.50/Hour to \$10.00/Hour as requested.



Board Members  
AnneMarieLynch, Chairpon  
Kathryn Regan  
Open Position

**TOWN OF  
MEDWAY**  
Board of Assessors  
155 Village Street  
Medway MA 02053  
(508) 533-3203 ph · (508) 533-3287 fax

Donna Greenwood, MAA Principal Assessor  
Andrew Smyth MAA - Deputy Assessor  
Terri Balabanis, Administrative Assistant

Date: March 31, 2016

To: Board of Selectman

From: Board of Assessors

Re: Senior workers minimum wage

The Board of Assessors recommends that the hourly wage for the senior workers be increased to the states minimum wage of \$10.00. The board understands that this will not increase the amount the senior workers can earn, only decrease the number of hours required to work, to earn the maximum of \$1,000. Per tax year.

#HRS	\$10	8
15	150	120
15	150	120
17.5	175	140
23	230	184
24.25	242.5	194
32.25	322.5	258
42	420	336
42.5	425	340
43.75	437.5	350
44	440	352
45	450	360
48	480	384
54	540	432
56.5	565	452
58.5	585	468
61.5	615	492
62.5	625	500
70.25	702.5	562
74	740	592
75.25	752.5	602
85	850	680
86	860	688
93	930	744

#HRS	\$10	\$8
128.25	1282.5	1026
128.5	1285	1028
132	1320	1056
132.75	1327.5	1062
134.25	1342.5	1074
138	1380	1104
138.25	1382.5	1106
138.5	1385	1108
139	1390	1112
140.5	1405	1124
143.5	1435	1148
144	1440	1152
145	1450	1160
148.25	1482.5	1186
151	1510	1208
151	1510	1208
151.75	1517.5	1214
156	1560	1248
156	1560	1248
156.5	1565	1252
163	1630	1304
170	1700	1360
182	1820	1456

#HRS	\$10	\$8
95	950	760
96	960	768
97.5	975	780
102	1020	816
102	1020	816
104	1040	832
107	1070	856
111	1110	888
113	1130	904
115	1150	920
122	1220	976
123	1230	984
125	1250	1000
125	1250	1000
125	1250	1000
125	1250	1000
125.25	1252.5	1002
125.25	1252.5	1002
126	1260	1008
126	1260	1008
126	1260	1008
126.25	1262.5	1010
128	1280	1024

*Amie M. Lopez*  
*Katherine Lopez*

3/24/16

DATE

TOTAL	RATE	#HRS
1000	7.25	138
1000	8	125
1000	8.5	118
1000	9	111
1000	9.5	105
1000	10	100

The Board of Assessors recommend the the hourly wage for the senior workers be increase to the states minimum wage. The board understands that this will not increase the amount the senior workers can earn only decrease the number of hours required to work to earn the maximum of \$1,000. per tax year.

\$7.25 IS FEDERAL MINIMUM  
 \$10.00 IS STATE MINIMUM

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE IX** TAXATION**CHAPTER 59** ASSESSMENT OF LOCAL TAXES**Section 5K** Property tax liability reduced in exchange for volunteer services; persons over age 60

Section 5K. In any city or town which accepts the provisions of this section, the board of selectmen of a town or in a municipality having a town council form of government, the town council or the mayor with the approval of the city council in a city may establish a program to allow persons over the age of 60 to volunteer to provide services to such city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of such person over the age of 60 on his tax bills and any reduction so provided shall be in addition to any exemption or abatement to which any such person is otherwise entitled and no such person shall receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for services provided pursuant to such reduction nor shall the reduction of the real property tax bill exceed \$1,000 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of such record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of such record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. Such cities and towns shall have the power to create local rules and procedures for implementing this section in any way consistent with the intent of this section.

In no instance shall the amount by which a person's property tax liability is reduced in exchange for the provision of services be considered income, wages, or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws, but such person while providing such services shall be considered a public employee for the purposes of chapter 258, but such services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (1) allowing an approved representative, for persons physically unable, to provide such services to the city or town; or (2) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,000.

# **AGENDA**

# **ITEM #6**

## **Social Media Usage**

**No associated backup materials attached.**

# AGENDA

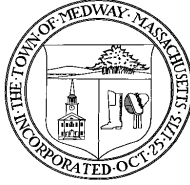
## ITEM #7

**Approval – Contract with BETA Group for Engineering Consulting Services - \$18,715**

**Associated backup materials attached:**

- Memo – Susy Affleck Childs
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with BETA Group for Engineering Consulting Services in an amount not to exceed \$18,715 subject to approval of Town Council.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

**MEMORANDUM**

March 31, 2016

TO: Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: Engineering Services Contract – The BETA Group  
Exelon Expansion Site Plan

As you know, the Planning and Economic Development Board has begun the site plan review process for the proposed expansion of the Exelon peaker facility in Medway.

Normally, the PEDB has Tetra Tech Engineering perform the technical engineering reviews of all development proposals submitted to the Board for permits. However, we have learned that Tetra Tech has conflict of interest in that the firm has done work for Exelon. Consequently, the PEDB must secure the plan review services of another engineering firm to assist with the Exelon project.

The PEDB has selected the BETA Group, a full service, planning, engineering and construction services firm with offices in Lincoln, RI and Norwood, MA. You may learn more about BETA at their web site: <http://www.beta-inc.com/>

At its March 8, 2016 meeting, the PEDB approved a price proposal dated 3-3-16 from BETA in the amount of \$18,715.

We ask the Board of Selectmen to vote to approve the attached contract documents.

Thank you.



**AGREEMENT BETWEEN THE TOWN OF MEDWAY  
and  
BETA Group, Inc.**

This Agreement is made on this \_\_\_\_ day of April, 2016, between the Town of Medway, the County of Norfolk and the Commonwealth of Massachusetts, acting by and through its duly elected Board of Selectmen (hereinafter, the "Town") and BETA Group, Inc. (hereinafter, "Consultant"), an engineering firm with its principle place of business at 6 Blackstone Valley Place, Suite 101, Lincoln, RI, 02865, whereby the Town and Consultant contract for services under the terms and conditions set forth herein. The Planning and Economic Development Board is responsible for administering the contract.

This Agreement becomes effective on the date that the last party fully executes the same.

Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

**I. CONTRACT DOCUMENTS**

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between the Town and the Consultant. In the event of a conflict between this Agreement and any of the Exhibits set forth below, this Agreement shall take precedence.

**Exhibits**

- A. Scope of Services
- B. Consultant's Proposal dated March 3, 2016
- C. Consultant's Certificates of Insurance required under this Agreement
- D. Consultant's Certificate of Vote of Organization
- E. Consultant's Certificate of Non-Collusion

**II. CONSULTANT'S SERVICES**

The Consultant shall provide engineering consulting services to the Planning and Economic Development Board for reviewing the site plan for the proposed Exelon Expansion project. The full execution of this Agreement constitutes the Town's written authorization for the Consultant to proceed with the professional services described in the Consultant's proposal.

**III. STANDARD OF CARE**

The Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Services.

## **V. TOWN'S RESPONSIBILITIES**

The Town shall appoint a person to serve as liaison between the Town and Consultant with respect to the Project and Services. In addition to serving as the Town's Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind the Town to make payments in excess of the specific appropriation for this Agreement. The Town shall provide all information requested by Consultant that is necessary for the completion of Services. However, the Town shall not be required to provide information not readily available to it.

## **VI. PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES**

The Town shall pay the Consultant for the performance of this Agreement a sum not to exceed \$18,715 for the services on a time and materials basis as described in the Consultant's proposal. Consultant shall not be paid for any services in excess of this amount without approval and notice to proceed from the Town.

The Town shall make payment on a monthly basis to the Consultant within forty-five days after receipt of an invoice from the Consultant.

This Agreement does not provide for the payment by Town to Consultant for any expenses incurred by Consultant outside of allowable expenses approved by the Town. The acceptance by Consultant of its final payment under this Agreement shall operate as a release of the Town of all claims and all liability by the Consultant. No payment, however, final or otherwise, shall operate to release Consultant from its obligations under this Agreement.

## **VII. SUSPENSION OF WORK**

If Town is unable to proceed with the Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

## **VIII. TERMINATION**

### **8.1 By Town**

**8.1.1** In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Services, in the excess of what Town would have paid Consultant for the completion of Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

**8.1.2** Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

**8.1.3** In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

**8.1.4** After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

**8.1.5** Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

## **8.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy. Consultant also shall have the right to terminate this Agreement if Town fails to make timely payment on the amounts due to Consultant under this Agreement.

## **8.3 Force Majeure**

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

## **IX. INSURANCE**

The Consultant shall provide and maintain insurance at its own expense until the completion of QA Services as set forth below:

**9.1** Worker's compensation insurance in accordance with state law. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

**9.2** Commercial general liability insurance (including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury) with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the

aggregate. The policy shall be endorsed to waive the insurer's rights of subrogation against the Town.

- 9.3** Comprehensive automobile liability insurance (including owned, non-owned and hired vehicles) at limits not less than:
- a. \$1,000,000 Each Person for Bodily Injury;
  - b. \$1,000,000 Each Accident for Bodily Injury; and
  - c. \$1,000,000 Each Accident for Property Damage.
- 9.4** Professional liability insurance with limits of at least \$1,000,000.00 for each occurrence and at least \$1,000,000.00 in the aggregate covering Consultant's errors and omissions and negligent acts of the Consultant and of any person or entity for whose performance the Consultant is legally liable at all times while services are being performed under this Contract.
- 9.5** The Consultant must furnish a certificate of insurance evidencing all insurance coverage required by this Contract to the Town at time of contract issue. This Certificate of Insurance will be attached as Exhibit C to this Agreement.
- 9.6** All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. The Town shall be added as an additional insured on each policy, with the exception of the worker's compensation insurance. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Town and shall list the Town as additional insured for each applicable policy.** Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract. The Consultant shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.

## **X. INDEMNIFICATION**

The Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including the costs and expenses of litigation and attorney's fees, to the extent that they are caused by, arises out of, or occasioned by the negligent acts and omissions of the Consultant.

## **XI. MISCELLANEOUS PROVISIONS**

### **11.1 Entire Agreement**

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

### **11.2 Binding Agreement and Assignment of Interest**

This Agreement shall be binding upon Consultant and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Consultant. The Consultant shall

not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

### **11.3 Subcontractors**

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

### **11.4 Inspection by Town**

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

### **11.5 Incorporation of Applicable Law**

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

### **11.6 Governing Law**

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

### **11.7 Licensure and Compliance with Massachusetts Tax Law**

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### **11.8 Corporate Contractor**

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation as of the date of submission. The certificate will be Exhibit D to this Agreement. This

Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

#### **11.9 Interpretation & Severability**

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Services, the Project, or otherwise.

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

Consultant

Franky Roman, PRESIDENT

For  
By its duly authorized representative

Town of Medway by its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Approved as to availability of funds:

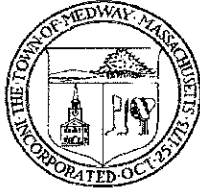
[Signature]

Town Accountant

25031752 5200  
Account Number

Approved as to form:

[Signature]  
Town Counsel



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

February 29, 2016

**Engineering Scope of Services**

The Town of Medway Planning and Economic Development Board wishes to enter into a contract for professional outside consulting services to assist the Board in reviewing a site plan application for the proposed Exelon Expansion project located at 9 Summer Street and 34 West Street.

The services shall include the following:

- Site visit and review of application and associated materials for conformance with the Town's Site Plan Rules and Regulations
- Review of application and associated materials for conformance with the MassDEP Stormwater Management Standards
- Site visit and review of applicant's traffic study, its analysis and conclusions and the site plan for conformance with traffic standards
- Prepare an initial review letter
- Attend public hearings and/or meetings with Town staff and applicant's engineer
- Review revised plans upon re-submittal
- Prepare a review letter regarding revised plans





March 3, 2016

Town of Medway  
Planning and Economic Development  
155 Village Street  
Medway, MA 02053

Attn.: Ms. Susan E. Affleck-Childs

Re: Excelon Major Site Plan Review  
8 Summer Street  
Medway, MA  
Peer Review Scope & Fee

Dear Ms. Affleck-Childs:

BETA Group, Inc. is pleased to provide this proposal for peer review services of the proposed Excelon West Medway II Facility at 8 Summer Street Medway, MA. This letter is provided to outline the scope and fee of BETA's review.

**BASIS OF REVIEW**

BETA received the following items:

- Application for Major Site Plan Approval dated February 9, 2016
- Plans titled West Medway Facility II – Permit Plan Set, Prepared by Beals & Thomas dated February 9, 2015
- Stormwater Management Report prepared by Beals & Thomas dated February 9, 2016.
- Traffic Impact Report prepared by MDM Transportation Consultants Inc., dated February 9, 2016
- Final Environmental Impact Report prepared by Epsilon Associates, Inc dated February 1, 2016

The review by BETA will include the above items along with the following:

- *Town of Medway Planning Board Rules and Regulations for the Submission and Review of Site Plans (Chapter 200)*
- *Massachusetts Stormwater Handbook* effective January 2, 2008 by MassDEP
- Applicable federal and state regulations

**PROJECT OVERVIEW**

The project is located on approximately 13 acres of a larger 94 acre property. The site is presently in use as a power generation facility. The proposed project would expand the existing facility. The majority of the site is located within the Industrial II zoning district with the remainder of the site within the Agricultural Residential II zoning district.

## **SCOPE OF REVIEW**

BETA's review will include the following tasks:

### **Site Plan Review**

- BETA will conduct one (1) site visit to review the existing conditions, topography and potential impacts of the proposed improvements.
- Review submitted materials for conformance with the Town of Medway Rules and Regulations for Site Plan Review, other pertinent state and federal regulations and good engineering practice.

### **Stormwater Management Review**

- BETA will review the submitted materials for conformance with the MassDEP Stormwater Management standards, Town of Medway Stormwater Bylaw and good engineering practice. It is understood from discussions with the Town's conservation agent that this stormwater review will be used by the Conservation Commission in their review of the Applicant's Notice of Intent filing.

### **Traffic Review**

- BETA traffic engineers will conduct one (1) site visit to verify existing traffic conditions and observe existing traffic patterns.
- Review the proposed site plans for conformance with applicable traffic standards and good engineering practice.
- Review the analysis and conclusions presented in the Traffic Impact Report.

### **Submittal**

- BETA will prepare a letter report summarizing our findings and recommendations in the above review to the Town of Medway Planning and Economic Development Board.

### **Meetings**

- BETA will attend up to five (5) meetings. It is anticipated that BETA will attend three (3) public hearings and two (2) coordination meetings with Town staff and the applicants engineer.

### **Revisions**

- BETA will provide one (1) follow up review of any revised Site Plans and associated materials. A letter report detailing the status of the original comments and the disposition of each will be provided to the Board.



**REVIEW FEE**

The proposed fee for the Site Plan Review is provided on a time and materials basis. The proposed fee of \$18,715 will not be exceeded without prior approval from the Town of Medway.

<u>Task</u>	<u>Fee</u>
Site Plan Review (30 Hours)	\$4,650
Stormwater Management Review (18 Hours)	\$2,610
Traffic Review (52 Hours)	\$7,540
Meetings (15 hours)	\$2,175
Revisions (12 Hours)	<u>\$1,740</u>
Total Fee	\$18,715

If the Town of Medway requires any additional meetings, studies, reviews, or items not included under this scope of services (described above) BETA will provide an additional scope and fee prior to commencing those tasks. Additional time required will be billed on an hourly rate basis according to the attached rate schedule.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,  
BETA Group, Inc.



Kevin Aguiar, P.E.  
Senior Associate

**BILLING RATE SCHEDULE**

<b>TITLE</b>	<b>NAME OF INDIVIDUALS</b>	<b>Fixed Hourly Rate</b>	<b>FY 2017</b>
1. Project Manager	Bill McGrath	\$180.00	\$185.00
2. Subdivision/Site Plan Reviewer	Andrew Ogilvie	\$145.00	\$149.00
3. Drainage Plan Reviewer	Nicole Iannuzzi	\$145.00	\$149.00
4. Subdivision/Site Plan Observer	Mark Merrill	\$108.00	\$111.25
5. Survey Crew	Daniel Moniz	\$118.50	\$122.00
6. Developer of Construction Cost Estimates	Joe DiPilato	\$151.50	\$156.00
	Herman Peralta	\$118.50	\$122.00
Others (Itemize)			
Sewer/Wasterwater	Steve Richtarik	\$162.75	\$167.50
Sewer/Wasterwater	Robert Baglini	\$138.00	\$142.00
Traffic	Kien Ho	\$180.00	\$185.00
Traffic	Michael Wasielewski	\$145.75	\$145.75
Landscape Architecture	Randall Collins	\$175.00	\$180.00
Landscape Architecture	Scott Ridder	\$138.00	\$142.00
Direct Expenses			
Mileage	\$0.56 / mile	\$0.56 / mile	\$0.56 / mile
Sub-consultant if required	Cost plus 10%	Cost plus 10%	Cost plus 10%



EXHIBIT C

BETAG-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Fitts Insurance Agency, Inc. CONTACT NAME: Jodi Colena. INSURER A: Hartford Fire Insurance Co. INSURER B: Twin City Fire Insurance Co. INSURER C: Hartford Casualty Insurance Co. INSURER D: Lexington Insurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional & Pollution Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Engineering Consulting Services for the Proposed Exelon Expansion Project

CERTIFICATE HOLDER: TOWNMED, Town of Medway. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



EXHIBIT C

BETAG-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Fitts Insurance Agency, Inc. CONTACT NAME: Jodi Colena. INSURED: Beta Group, Inc. INSURER A: Twin City Fire Insurance Co. INSURER B: Hartford Casualty Insurance Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional & Pollution Liab.

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

RE:Engineering Consulting Services for the Proposed Exelon Expansion Project As required by written contract, the Town of Medway is an additional insured for General Liability and Auto Liability with waiver of subrogation and waiver of subrogation applies to Workers Compensation per forms and conditions of the policy.

CERTIFICATE HOLDER: TOWNMED, Town of Medway. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE OF VOTE OF ORGANIZATION

As a duly authorized meeting of the Board of Directors of BETA Group, Inc., held on February 5, 2015, at which a quorum was present and acting throughout, Directors were present or waived notice, it was voted that Frank Romeo, President and CEO of this organization be and hereby is authorized to submit proposals and execute contracts in the name and behalf of said organization, and affix its Corporate Seal thereto and such action shall be valid and binding upon this organization.

A TRUE COPY, ATTEST: Michael E. Grilli

Place of Business:

BETA Group, Inc.  
6 Blackstone Valley Place, Suite 101  
Lincoln, RI 02865

I hereby certify that I am the Clerk of BETA Group, Inc., that Frank J. Romeo is the duly elected President and CEO of said company,

and the above vote has not been amended or rescinded and remains in full force and effect as of the date

of this contract.

Signature: Michael E. Grilli

Name/Title: Michael E. Grill, Clerk

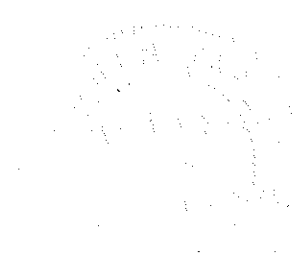
Date: March 30, 2016

(Corporate Seal)

Sworn and subscribed before me this 30<sup>th</sup> day of March, 2016.

Then personally appeared the above named Michael Grilli, Clerk and acknowledged the foregoing Instrument to be his/her free act and deed before me.

NOTARY PUBLIC Jennifer Rapley  
My commission expires: 11/7/2019



**CERTIFICATE NON-COLLUSION AND TAX COMPLIANCE**

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the Consultant named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and Consultants, and withholding and remitting child support.

05-0398907

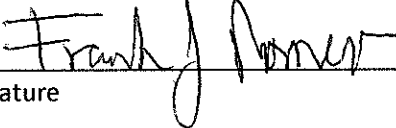
\_\_\_\_\_  
Social Security Number or Federal Identification Number

BETA Group, Inc.

\_\_\_\_\_  
Company Name

Frank J. Romeo, President and CEO

\_\_\_\_\_  
Printed Name of Signer

  
\_\_\_\_\_  
Signature

03/30/2016

\_\_\_\_\_  
Date

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to M.G.L. Chapter 30B.



# AGENDA

## ITEM #8

**Approval – Contract with Weston & Sampson for  
Engineering and Construction Oversight - Winthrop  
Street Culvert Repair - \$39,500**

**Associated backup materials attached:**

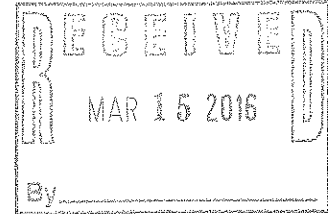
- Letter – James Pearson, Weston & Sampson
- Contract
- Scope of Services

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Weston & Sampson for engineering and construction oversight on the Winthrop Street Culvert repairs as requested.

Five Centennial Drive  
Peabody, MA 01960-7985  
tel: 978-532-1900 fax: 978-977-0100  
www.westonandsampson.com

planning, permitting,  
design, construction,  
operation, maintenance

**Weston&Sampson®**



February 5, 2016

Mr. Thomas Holder  
Director  
Department of Public Works  
Town of Medway  
155 Village Street  
Medway, MA 02053

Re: Engineering Services Proposal  
Winthrop Street Culvert

Dear Mr. Holder:

Thank you for contacting us regarding the need for design and bid services for the rehabilitation of the 72-inch corrugated metal pipe culvert on Winthrop Street. We have prepared an estimate for services and draft contract, enclosed with this letter. We estimate that we can perform the basic services outlined in the enclosed scope of work (Attachment A) for approximately \$13,200 and propose to bill only for actual time and expense. Basic services include project design and bidding.

In addition, we understand that you may require additional assistance with local conservation commission permitting and potential federal permitting through the United States Army Corps of Engineers. We will not proceed with those services unless specifically authorized to do so, but we have included an estimate of approximately \$9,400 for local conservation permitting services and \$6,400 for federal permitting services. We anticipate that this additional permitting may take approximately 4-6 weeks from time of permit submittal to time of receipt of the permit.

We have also included an estimate of approximately \$10,500 for construction administration services.

We thank you for the opportunity to serve the Town of Medway. Please call if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "James I. Pearson".

James I. Pearson, P.E.  
Project Manager

Enclosures

Z:\MA-Peabody-Projects\Medway MA\Proposals\Winthrop Street Culvert\Contract Ltr Holder.docx

**AGREEMENT BETWEEN  
TOWN AND CONTRACTOR**

THIS AGREEMENT for **Winthrop Street Culvert Repair**, (hereinafter referred to as the "Project"), is made the \_\_\_ day of \_\_\_\_\_, 2016, by and between Weston & Sampson Engineers, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 5 Centennial Drive, (HQ), Peabody, MA, 01960-7985, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to design the FY 2014 replacement water mains as more fully described in Attachment A of the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

- (a) The work to be performed under this Agreement shall be commenced within 7 calendar days after the TOWN issues a written Notice to Proceed to the CONTRACTOR, and shall be entirely completed within 270 calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the

work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$13,200** (Thirteen Thousand Two Hundred Dollars) for Basic Services shown on Attachment A.

Additional services will not be performed without prior authorization from the TOWN. If the TOWN authorizes the CONTRACTOR to perform Conservation Permitting Services, Federal Permitting Services, and/or Construction Administration Services as shown in Attachment A, the TOWN shall pay the CONTRACTOR for the performance of this Agreement an additional sum of **\$9,400** (Nine Thousand Four Hundred Dollars) for Conservation Permitting Services and/or a sum of **\$6,400** (Six Thousand Four Hundred Dollars) for Federal Permitting Services and/or a sum of **\$10,500** for Construction Administration Services as shown on Attachment A.

Lump sum payment

Not to exceed limit

Time card/unit price estimated amount

(a) Lump Sum. If services are to be provided on a lump sum basis, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR is the amount set forth above. The TOWN shall pay the CONTRACTOR as services are performed by the CONTRACTOR based upon the portion of services completed.

(b) Not to Exceed Limit. If services are to be provided subject to a not to exceed limit, the total amount of compensation due to the CONTRACTOR in consideration of the full performance of services by the CONTRACTOR shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the CONTRACTOR on a time card/unit price basis as provided in paragraph c. below, subject to the not to exceed limit.

(c) Time Card/Unit Price. If services are to be provided on a time card/unit price basis, payments shall be made to the CONTRACTOR for services performed based upon the salary or hourly rate or unit price schedule included in the CONTRACTOR'S bid or proposal or attached as an Exhibit. Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the CONTRACTOR unless otherwise specified herein or in the CONTRACTOR'S bid or proposal. The CONTRACTOR shall use his best efforts to complete the performance of his services within the estimated amount set forth above. The CONTRACTOR shall advise the TOWN at such time as the estimated amount has been reached.

The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONTRACTOR a written notice authorizing the further performance of services and the incurring of additional costs for such services.

(d) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

#### **ARTICLE 5: PAYMENT**

(a) The TOWN shall make payment as follows:

On a monthly basis, forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of an invoice for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR ninety percent of the invoice. Upon satisfactory completion of the work, forty-five days after receipt of an invoice for final payment, the TOWN shall pay the CONTRACTOR all amounts due under the Agreement, including the retainage.

(b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such reasonable time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and the CONTRACTOR shall make a good faith effort to remedy the breach expeditiously. If the CONTRACTOR fails to remedy the breach within the specified time period, the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach, up to ten percent of the contract value. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less

any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

#### **ARTICLE 7: TERMINATION**

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (c) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (d) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (e) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

#### **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Thomas Holder  
Director DPS  
Town Hall  
155 Village Street  
Town of Medway, MA 02053

**Contractor:**

Bruce W. Adams, PE  
Vice President  
Weston & Sampson Engineers, Inc.  
5 Centennial Drive  
Peabody, MA 01960-7985

## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall carry a professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate. The TOWN shall be named an additional insured.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

**ARTICLE 10: PERFORMANCE AND PAYMENT BONDS (not required)**

**ARTICLE 11: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

**ARTICLE 12: PREVAILING WAGE RATES (not required)**

**ARTICLE 13: OWNERSHIP OF DOCUMENTS**

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

**ARTICLE 14: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

**ARTICLE 15: GUARANTEE OF WORK**

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Agreement.
- (b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
  - (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.



**ARTICLE 16: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

**ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**ARTICLE 19: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONTRACTOR complies with this section.

**ATTACHMENT A**  
**ARTICLE 2 - SCOPE OF WORK**  
**WINTHROP STREET CULVERT REPAIR**

ARTICLE 2 - SCOPE OF WORK

BASIC SERVICES - WINTHROP STREET CULVERT REPAIR DESIGN, PERMIT AND BIDDING SERVICES

- 2.1 The Engineer agrees to perform the following tasks during the design phase of the project to repair a 72-inch diameter corrugated metal pipe culvert crossing Winthrop Street in Medway, MA located approximately 4,300-feet north of Main Street. One contract will be prepared for construction.
- 2.2 Attend a kick-off meeting with Town representatives. Discuss permitting, construction methods and schedule.
- 2.3 Prepare draft plans and specifications in Construction Specification Institute (CSI) format. Provide copies of the final draft plans and specifications to the Town for review.
- 2.4 Incorporate Town review comments to the contract documents. Upon the Town's approval, prepare final contract documents suitable for public bidding with the stamp of a registered professional engineer licensed in the Commonwealth of Massachusetts.
- 2.5 Bidding Services
  - a. Advertise one contract for public bidding.
  - b. Provide sets of contract bid documents to bidders.
  - c. Issue additional information to bidders as required during the bidding period, which addresses bidders' questions through issuance of addenda to the bid documents.
  - e. Assist the OWNER: (1) in securing and tabulating bids for the project; (2) in the review and analysis of the bid results; and (3) in recommending the award of the contract.

ADDITIONAL SERVICES – CONSERVATION PERMITTING SERVICES (IF REQUIRED)

- 2.6 Conduct outreach to the Conservation Commission.
- 2.7 Coordinate work and wetland resource protection measures with the Conservation Commission agent. Prepare Notice of Intent for work in wetland buffer zones. Submit to Conservation Commission and attend the hearing with the Commission.

ADDITIONAL SERVICES – FEDERAL PERMITTING SERVICES (IF REQUIRED)

- 2.8 Conduct outreach to the United States Army Corps of Engineers to verify applicability of or exemption from permitting.
- 2.9 Meet with representative from United States Army Corps of Engineers to go over project design and timeline.
- 2.10 Prepare and submit permit documents for United States Army Corps of Engineers permit for review and approval.

ADDITIONAL SERVICES – CONSTRUCTION ADMINISTRATION (IF REQUIRED)

2.11 Construction Engineering Office Services

The ENGINEER agrees to perform the following tasks prior to and during the construction phase of the PROJECT.

- 2.11.1 Meet with the OWNER or designated representative of the OWNER, local officials (and state officials as appropriate) throughout the construction phase of the PROJECT to discuss construction issues, progress of the PROJECT, and to coordinate the work as needed.
- 2.11.2 Arrange and conduct a pre-construction conference with the CONSTRUCTION CONTRACTOR, the OWNER and representatives of the Police and Fire Department, OWNER's EEO, Transportation, Utilities and any other group directly affected by the construction.
- 2.11.3 Review shop drawings and test reports submitted by the CONSTRUCTION CONTRACTOR for general compliance with contract documents. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means and methods, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems, or construction safety precautions, all of which are the sole responsibility of the CONSTRUCTION CONTRACTOR
- 2.11.4 Prepare change orders that may be required during the PROJECT.
- 2.11.5 Prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- 2.11.6 Conduct periodic visits to the construction site by project manager or project engineer to observe construction progress and (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the Work to be completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents.
- 2.11.7 Review CONSTRUCTION CONTRACTOR'S monthly application for payment requests based on quantities and works completed, and prepare a recommendation to the OWNER for payment to the CONSTRUCTION CONTRACTOR.
- 2.11.8 Prepare periodic and final DEP grant reimbursement requests as appropriate.
- 2.11.9 Prepare and submit recommendation of substantial completion to the OWNER.
- 2.11.10 Prepare record drawings of the completed project and submit one (1) set of reproducible to the OWNER. ENGINEER is not responsible for any errors or omissions in the information provided by others that are included into the record drawings.

2.12 Resident Project Representative Services

The services for the Resident Project Representative for the Water Main Replacement project shall be on a full time basis.

### 2.12.1 General

Resident Project Representative is the ENGINEER's Agent and shall act under the supervision of the ENGINEER. His authority and responsibilities are limited to observing the work for general conformance to the contract documents, and are not to be construed as directing or supervising the work. He shall confer with the ENGINEER regarding his actions. His involvement in matters pertaining to onsite work will, in general, be with the ENGINEER and CONSTRUCTION CONTRACTOR, keeping the OWNER advised as indicated below and as necessary. His involvement with subcontractors will only be through or in the presence of the CONSTRUCTION CONTRACTOR or his designated representative. He shall generally communicate with the OWNER with the knowledge of the ENGINEER.

### 2.12.2 Duties and Responsibilities of the Resident Project Representative:

- A. Schedules: Review the proposed progress schedule, schedule of shop drawing submissions and schedule of project values, all as prepared by the CONSTRUCTION CONTRACTOR and consult with the ENGINEER concerning their acceptability.
- B. Conferences: Attend a preconstruction conference; establish a monthly schedule of work progress meetings and other pertinent conferences as required in consultation with the ENGINEER or the OWNER and notify in advance those expected to attend. Attend meetings and prepare, circulate and maintain copies of minutes thereof.
- C. Liason:
  - 1. Serve as ENGINEER's liaison with CONSTRUCTION CONTRACTOR, working principally through CONSTRUCTION CONTRACTOR's designated onsite representative, and assist him in understanding the intent of the contract documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONSTRUCTION CONTRACTOR when CONSTRUCTION CONTRACTOR's operations affect the OWNER's onsite operations.
  - 2. Assist in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- D. Shop Drawings and Samples:
  - 1. Maintain a file of shop drawings and samples submitted by the CONSTRUCTION CONTRACTOR.
  - 2. Advise ENGINEER and CONSTRUCTION CONTRACTOR immediately at the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - 1. Observe daily work in progress, on a part-time basis, to determine (1) if the work is proceeding in general conformance with the contract documents and (2) that completed work generally conforms to the contract documents. The Resident Project Representative shall confirm the accuracy of horizontal and vertical controls established by the CONSTRUCTION CONTRACTOR prior to the start of construction, but such does not relieve the CONSTRUCTION CONTRACTOR of its independent obligation to establish the starting controls.
  - 2. Report to the ENGINEER who, in turn, will notify the OWNER whenever any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made. Advise the ENGINEER when he believes work should be uncovered for observation, or requires special testing or inspection or approval. Record and advise the CONSTRUCTION CONTRACTOR of work failing to meet the contract requirements.

3. Verify that tests, equipment, and system start-ups are performed and operating and maintenance training is conducted as required by the contract documents and in the presence of the required personnel, and that the CONSTRUCTION CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
  4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, and record the outcome of these inspections.
  5. Performance of the services outlined in Subsection "E", parts 1 through 4, will not guarantee the CONSTRUCTION CONTRACTOR's performance, but it endeavors to verify compliance with the contract documents and thereby protect the OWNER against defects and deficiencies in the work. Nothing in Subsection "E" relieves the CONSTRUCTION CONTRACTOR of its independent obligations under its contract with the OWNER in performing its services. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR's failure to perform the construction work in accordance with the contract documents nor for the CONSTRUCTION CONTRACTOR's construction methods and procedures, nor for the safety program and safety precautions implemented by the CONSTRUCTION CONTRACTOR
- F. Interpretation of Contract Documents: Transmit to the CONSTRUCTION CONTRACTOR, clarifications and interpretations of the contract documents.
- G. Modifications:
3. Consider and evaluate the CONSTRUCTION CONTRACTOR's suggestions for modifications in contract documents and report them with recommendations to the ENGINEER.
  4. Monitor and record the labor, equipment and materials utilized by the CONSTRUCTION CONTRACTOR and subcontractors when modifications are constructed.
- H. Records:
1. Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings, sample submissions, reproductions of original contract documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the contract documents, progress reports, record drawings and records, and other project-related documents.
  2. Record hours worked by the CONSTRUCTION CONTRACTOR on the job site; weather conditions; data relative to questions of extras or deductions; list of principal visitors and representatives of fabricators, manufacturers, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  3. Record names, addresses and telephone numbers of the CONSTRUCTION CONTRACTOR, subcontractors, and major suppliers of equipment and materials.
- I. Reports:
1. Prepare periodic reports as required of progress of the work and of the CONSTRUCTION CONTRACTOR's compliance with the progress schedule and schedule of shop drawing submissions.
  2. Consult with the ENGINEER in advance of scheduled major tests, inspections by others or start of important phases of the work.
  3. Obtain all backup material, prepare and recommend to the ENGINEER Change Orders, Extra Work Orders, and Field Changes.

- J. Payment Requisitions: Review applications for payment with the CONSTRUCTION CONTRACTOR for compliance with the established procedure and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- K. Certificates, Operation and Maintenance Manuals: During the course of the work verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by the CONSTRUCTION CONTRACTOR are applicable to the items actually installed and deliver this material to the ENGINEER for review.
- L. Completion:
  - 1. Before the ENGINEER issues a recommendation of substantial completion to the OWNER, submit to the CONSTRUCTION CONTRACTOR a list of observed items requiring correction or completion.
  - 2. Conduct final observation of the project in the company of the ENGINEER, OWNER, and the CONSTRUCTION CONTRACTOR and prepare a final list of items to be corrected.
  - 3. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance and start of warranty.

2.12.3 Limitations of Authority: The Resident Project Representative:

- A. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
- B. Shall not direct, supervise, or undertake any of the responsibilities of the CONSTRUCTION CONTRACTOR.
- C. Shall not expedite work for the CONSTRUCTION CONTRACTOR.
- D. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- E. Shall not advise or issue directions as to safety precautions and programs in connection with the work.
- F. Shall not authorize the OWNER to occupy the PROJECT in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.
- H. Shall not exceed limitations of the ENGINEER's authority as set forth in the contract documents.
- I. Shall not issue "stop work" orders unless directed by the OWNER, in writing, to do so.

Z:\MA-PEABODY-PROJECTS\MEDWAY MA\PROPOSALS\WINTHROP STREET CULVERT\SCOPE OF SERVICES.DOCX



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group LLC 233 West Central Street Natick MA 01760		<b>CONTACT NAME:</b> Construction <b>PHONE (A/C No. Ext):</b> (508) 651-7700 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Weston & Sampson Engineers, Inc. Five Centennial Drive Peabody MA 01960		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great Divide Insurance Co	<b>NAIC #</b> 25224
		<b>INSURER B:</b> Starr Indemnity & Liability Co.	<b>NAIC #</b> 38318
		<b>INSURER C:</b> Lexington Insurance Co.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: MASTER 2016.5**      **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 INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLP200736212	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	coverage per policy form						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			MAA2007361-13 MA	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS			BAP2007360-13 AOS	1/1/2016	1/1/2017	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS			includes FL			BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			1000021472	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA200735912	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL/POLLUTION LIABILITY			031710990	7/3/2015	7/3/2016	PER CLAIM \$3,000,000
							ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: WINTHROP STREET CULVERT REPAIR - ENGINEERING SERVICES  
 TOWN OF MEDWAY IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF MEDWAY ATTN: Thomas Holder - Dir. of Public Work 155 VILLAGE STREET MEDWAY, MA 02053	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  John Koegel/PMA
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# AGENDA

## ITEM #9

**Approval – Contract with Rapid Flow Inc. for Sewer Inflow & Infiltration Repairs – \$138,634**

**Associated backup materials attached:**

- Memo from Thomas Holder
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Rapid Flow Inc. for sewer inflow & infiltration repairs on portions of the Town's sewer system, as requested.





TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS


*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
Mike Boynton – Town Administrator

From: Tom Holder – DPS Director 

Date: April 4, 2016

RE: Sewer Repair Contract – Rapid Flow, Inc.

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During 2015, an investigation of portions of Medway's sewer system was performed for the purpose of locating and identifying Inflow and Infiltration discharges into the system. A number of compromised manholes, pipe cracks and pipe joints were shown to be candidates for repair with the intended outcome to be a significant reduction in the Town's I/I flows.

On February 4, 2016 bids for the above-referenced sewer repair contract were publicly bid, opened and read in accordance with the Advertisement for Bid published in the Central Register and local newspaper on January 20, 2016. A total of four (4) bids were received:

1. Rapid Flow, Inc.	\$138,634.00
2. National Water Main, Inc.	\$155,787.50
3. Inland Water, Inc.	\$176,065.00
4. Heitkamp, Inc.	\$199,385.00

A review of references for the low responsive and responsible bidder, Rapid Flow, Inc. indicates that they have the resources and experience to perform the work in accordance with the contract documents and within the specified time frame.

With the requested execution of this subject contract, work is anticipated to commence within weeks and be completed later in the summer.

Thank you for your consideration.

HIGHWAY – WATER – SEWER – FLEET – PARKS – FACILITIES – SOLID WASTE

TOWN OFFICES : 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

Board of Selectmen  
Medway, Massachusetts

CONTRACT NO. 2016-1

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## SEWER REHABILITATION - BASINS 2 & 3

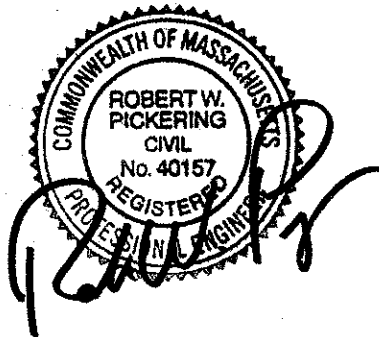
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Board of Selectmen  
John Foresto, Chairman  
Maryjane White, Vice Chairman  
Richard D'Innocenzo, Clerk  
Glenn Trindade  
Dennis Crowley

Thomas Holder  
DPS Director

David D'Amico  
Deputy Director

January 2016



***Haley and Ward, Inc.***  
Civil and Environmental Engineers

63 Great Road, Suite 200 Maynard, Massachusetts 01754  
PHONE: (978) 648-6025 FAX: (978) 648-6068

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BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

ADVERTISEMENT TO BID

The Board of Selectmen of Medway, MA will receive sealed Bids for Contract No. 2016-1 - Sewer Rehabilitation - Basins 2 & 3 until THURSDAY, FEBRUARY 4, 2016 AT 11:00 A.M. local time, at the Office of the Medway Department of Public Services, Town Hall, 155 Village Street, Medway, MA 02053 at which time and place they will be publicly opened and read. All Bids shall be submitted within a sealed envelope addressed to the "Department of Public Services, 155 Village Street, Medway, MA 02053" and entitled "Bid for Contract No. 2016-1".

The project includes, but is not limited to, the rehabilitation of  $\pm 45$  sewer manholes and  $\pm 8,000$  linear feet of 8", 10" and 12" diameter PVC sewer pipe, and associated work. Manhole rehabilitation work includes, but is not limited to, infiltration removal through chemical grouting and repairs of manhole structure. Sewer pipeline rehabilitation work includes, but is not limited to, sewer line cleaning and television inspection, and testing and sealing of pipe joints and lateral service connections.

The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

Bidding Documents are available in electronic PDF format and hard copy format. Electronic file can be obtained by contacting Haley and Ward. Hard copy documents may be obtained from the office of Haley and Ward, Inc., 63 Great Road, Suite 200, Maynard, MA 01754-2097, during normal business hours, generally 8:00 A.M. to 4:30 P.M. local time Monday through Friday, and may be reviewed at the office of the Medway Department of Public Services, during normal business hours, which are generally 8:00 A.M. - 4:00 P.M., Monday through Thursday, and 8:00 AM. to 1:00 P.M. Friday.

A hardcopy set of the Bidding Documents may be obtained from the Engineer, Haley and Ward, Inc., for a deposit of Fifty Dollars (\$50.00) in cash or check, made payable to Haley and Ward, Inc. This deposit will be refunded to document holders of record who return the Bidding Documents to the Engineer in good condition within fourteen (14) days after the opening of Bids.

All requests for mailing of Bidding Documents shall be accompanied by a separate, nonrefundable handling and mailing fee in the amount of Twenty-Five Dollars (\$25.00) in cash or check made payable to Haley and Ward, Inc.

Each Bid shall be accompanied by a Bid Bond, Cash, a Certified Check or a Treasurer's or Cashier's Check issued by a responsible Bank or Trust Company, in the amount of five percent (5%) of the submitted Bid, as Bid Security.

Attention of the Bidder is called to the requirements for minimum wage rates to be paid under this Contract and the reporting associated thereto. Minimum wage rates are required as per M.G.L. c.149, s.26 to 27D, inclusive. Minimum wage rates determined by the Commissioner are as contained in the Supplementary Conditions section of the Contract Documents.

The successful Bidder will be required to furnish a Payment and Performance Bond, with a surety company which is acceptable to Owner, each in the amount of one hundred percent (100%) full amount of the Contract,

Contract payment will be by the unit lump sum price and/or unit price method as indicated on the Bid Form. No Bidder may withdraw his Bid for a period of thirty (30) days after the date designated above for the opening.

Bids for this Contract are subject to the provisions of M.G.L. c. 30, s.39M.

The Owner reserves the right to reject any or all Bids or to accept any Bid deemed by it to be in the best interest of the Town of Medway, and to limit the extent of the work to keep within the limits of available funds.

**TOWN OF MEDWAY, MASSACHUSETTS**

**BOARD OF SELECTMEN**

John Foresto , Chairman  
Maryjane White, Vice Chairman  
Richard D'Innocenzo, Clerk  
Glenn Trindade  
Dennis Crowley

**Thomas Holder, Director**  
Department of Public Services

**David D'Amico, Deputy Director**  
Department of Public Services

**HALEY AND WARD, INC., ENGINEERS**

Maynard, MA 01754

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

INSTRUCTIONS TO BIDDERS

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BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

INSTRUCTIONS TO BIDDERS

**1. RECEIPT OF BIDS AND COPIES OF BID DOCUMENTS:**

1.1 In accordance with Massachusetts General Laws, Chapter 30, Section 39M, (M.G.L. c.30, s.39M) and all other applicable laws, Bids will be received by the Board of Selectmen, Town of Medway, Massachusetts (hereinafter known as the OWNER) at the Office of the Department of Public Services, Town Hall, 155 Village Street, Medway, MA 02053 THURSDAY, FEBRUARY 4, 2016, at 11:00 A.M., local time, and then be publicly opened and read aloud.

1.2 Each Bid shall be submitted in an opaque sealed envelope, addressed to the Department of Public Services, Town Hall, 155 Village Street, Medway, MA 02053. Each sealed envelope containing a Bid shall be plainly marked on the outside as "Bid for Contract No. 2016-1" and also shall bear the name of the Bidder, his address, his contact telephone number, and also his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed to the Department of Public Services, Town Hall, 155 Village Street, Medway, MA 02053. The Bid Security shall be attached to the signature page of the Bid.

1.3 Submission of a Bid shall be conclusive evidence that the Bidder has examined the Premises and the Bid Documents and is familiar with all the conditions of the proposed Contract. Upon finding any omissions or discrepancy in this Invitation for Bids, the Bidder shall notify the Town of Medway Director of the Department of Public Services immediately so that any necessary addenda may be issued. Failure of the Bidder to investigate completely the Premises and/or to be thoroughly familiar with the Bid Documents shall in no way relieve any such Bidder from any obligation with respect to the Bid.

1.4 The Bid Documents, including Specifications and Drawings, may be examined at the Department of Public Services during normal business hours, which are generally 8:00 A.M. – 4:00 P.M., Monday through Thursday, and 8:00 A.M. – 1:00 P.M. Friday. A hardcopy set of the Bidding Documents may be obtained from the ENGINEER, Haley and Ward, Inc., for a deposit of Fifty Dollars (\$50.00) in cash or check, made payable to Haley and Ward, Inc. This deposit will be refunded to document holders of record who return the Bidding Documents to the Engineer in good condition within fourteen days after the opening of Bids.

All requests for mailing of Bidding Documents shall be accompanied by a separate, nonrefundable handling and mailing fee in the amount of Twenty-Five Dollars (\$25.00) in cash or check made payable to Haley and Ward, Inc. One (1) hardcopy set of Bidding Documents will be furnished for the deposit and mailing fee stated.

1.5 CONTRACTOR may request to download bid documents for free by contacting Haley and Ward, Inc.

1.6 Complete sets of Bid Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.7 OWNER and ENGINEER, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## **2. SCOPE OF WORK/LOCATION OF WORK:**

2.1 The project consists of the furnishing and installing materials, equipment, and labor necessary to perform specified sewer rehabilitation procedures including, but not limited to the following: The project includes, but is not limited to, the rehabilitation of  $\pm 45$  sewer manholes and  $\pm 8,000$  linear feet of 8", 10" and 12" diameter PVC sewer pipe, and associated work. Manhole rehabilitation work includes, but is not limited to, infiltration removal through chemical grouting and repairs of manhole structure. Sewer pipeline (8" and 12") rehabilitation work includes, but is not limited to, sewer line cleaning and television inspection, and testing and sealing of pipe joints and lateral service connections.

2.2 The locations of the project are at various locations in the Town of Medway, as shown on the Contract Drawings.

2.3 The work includes the furnishing of all labor, materials and equipment for completing the work as shown on the Contract Drawings and as herein specified or reasonably implied.

2.4 To the extent permitted by law, the OWNER reserves the right to eliminate certain sections of the work as may be determined by it as a basis of award, to keep within the limits of available funds, or to add sections of the work previously eliminated.

## **3. SCHEDULING:**

3.1 The work shall start on the date to be indicated on the Notice to Proceed in the Agreement Section of the Contract, and proceed on a continuous basis until complete, unless directed differently by OWNER. The CONTRACTOR shall proceed with the Contract work on a continuous basis until complete unless directed differently by the OWNER.

3.2 The intent is to complete the Contract signing and issue a Notice to Proceed as soon as possible in order to complete the work in a timely manner.

#### **4. FORM OF BID:**

4.1 All Bids shall be made on the blank form included in Section 00300 which follows this notice, and each Bid shall state a price for each of the lump sum items. The total of the lump sum item prices under the Base Bid when correctly calculated shall be used in the comparison of Bids received. In the event there is a discrepancy in the Bid between the prices written in words and figures, the prices written in words shall govern.

4.2 The form of Bid shall not be changed, and it shall be signed by the Bidder with his business address and place of residence.

4.3 A conditional or qualified Bid shall not be accepted.

#### **5. BID SECURITY:**

5.1 Each Bid shall be accompanied by a Bid Bond written by a surety company qualified to do business in Massachusetts, or by Cash, or a Certified Check, or Treasurer's or Cashier's Check issued by a responsible bank or trust company, as Bid Security, in the amount of five (5%) percent of the total Bid, made payable to the Town of Medway.

5.2 The Bid Security of Bidders, except those of the three lowest responsible and eligible Bidders, shall be returned within five days, Saturdays, Sundays and holidays excluded, after opening of Bids. The Bid Security of said three lowest Bidders shall be returned upon execution of the Contract.

5.3 In case the Successful Bidder shall fail or neglect to execute the Contract and furnish the satisfactory bonds within the time specified, the OWNER may determine that the Bidder has abandoned the Contract and thereupon the Bid Security accompanying the Bid shall be forfeited to the OWNER as liquidated damages for such failure or neglect, and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him. After execution of the Contract and acceptance of the bonds by the OWNER, the Bid Security accompanying the Bid of the Successful Bidder will be returned.

#### **6. WITHDRAWAL OF BIDS:**

6.1 Once Bid is submitted and received by the OWNER for consideration and comparison with other Bids similarly submitted, the Bidder agrees that he may not and shall not withdraw said Bid within a period of thirty days (Saturdays, Sundays and legal holidays excluded).

6.2 Upon proper request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not theretofore been accepted by the OWNER, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.

6.3 Unless a Bid is withdrawn as provided above, each Bidder shall agree that it shall be deemed open for acceptance until the Contract has been executed by both parties thereto, or until the OWNER notifies a Bidder in writing that his Bid is rejected, or that the OWNER does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

## **7. EXPERIENCE OF BIDDER:**

7.1 Only Bids from CONTRACTORS experienced in the rehabilitation of sewer pipes, service lateral connections, and manholes will be favorably considered by the OWNER, and each Bidder shall include in the space provided in the Bid, evidence of at least three successfully completed sewer rehabilitation projects with satisfactory references, and shall provide on request, information as to organization and equipment available to him for the performance of the work under this Contract.

7.2 No award will be made to any Bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER'S decision and judgment on these matters shall be final, conclusive and binding.

## **8. QUESTIONS REGARDING DRAWINGS AND DOCUMENTS:**

8.1 In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to Bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the Bidder only and is not guaranteed. Each Bidder agrees that such information shall not be used as the basis of, nor shall the giving of any such information entitle the Bidder to assert, any claim or demand against the OWNER or the ENGINEER or account thereof.

8.2 To receive consideration, such questions shall be submitted in writing to the OWNER, with a copy to the ENGINEER, at least four days before the established date for receipt of Bids. If the question involves the equality of use of products or methods, it shall be accompanied by Drawings, Specifications, or other data in sufficient detail to enable the ENGINEER to determine the equality or suitability of the product or method. In general, the ENGINEER will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the CONTRACTOR for incorporation into the work.

8.3 The ENGINEER will set forth as Addenda, which shall become part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least two days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective Bidders known to have taken out sets of the Drawings and other Contract Documents.

8.4 Addenda notification will be distributed by email to all parties recorded by Haley and Ward, Inc. as having received bidding documents. Each Bidder will be emailed instructions for downloading a "share-file" website. Alternative methods of distributing addendum shall be requested by the party recorded as receiving bidding documents. Each Bidder shall be responsible for determining that it has received all Addenda that have been issued. If an Addendum notification is issued by email, ENGINEER will request a return email to verify receipt of the Addendum, however, failure by any Bidder or prospective Bidder to send a return email shall not invalidate the delivery of the Addendum notification.

8.5 Each Bidder agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

8.6 It shall each Bidder's responsibility to confirm the existence of Addenda with the ENGINEER prior to submittal of Bid.

## **9. INFORMATION NOT GUARANTEED:**

9.1 It is agreed and understood that no Bidder or CONTRACTOR shall use or be entitled to use, any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes, or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

9.2 All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures, is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of Bidders and is not guaranteed.

9.3 It is further agreed and understood that OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated on the Contract Drawings, or in the other Contract Documents.

## **10. BIDDER RESPONSIBILITY:**

10.1 If a Bidder, after examining the site and Contract Documents, determines the presence of a discrepancy between the Contract Drawings and Contract Specifications, it is each Bidder's responsibility to notify the ENGINEER prior to the Bid opening. ENGINEER shall review and issue an Addendum if necessary. If a Bidder fails to notify ENGINEER of such discrepancy and is awarded the Contract, the CONTRACTOR shall not be entitled to a Contract price adjustment if OWNER or ENGINEER determines CONTRACTOR was aware of the discrepancy during the Bid period.

10.2 Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

10.3 The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by each Bidder or relieve him from fulfilling any of the conditions of the Contract.

10.4 It is the CONTRACTOR'S responsibility to visit the site in order to identify any limitations in access to each site. The OWNER will not be responsible for any claims for additional cost during construction that are related to access to the site.

10.5 Each Bidder assumes all responsibility for the Bid arriving on time and at the designated location. The time of receipt of a Bid shall determine the acceptability of mailed Bids, regardless of postmark. It shall be the sole responsibility of the Bidder to assure that a Bid has arrived before the time for opening of Bids as specified in the Invitation for Bids and Instructions to Bidders. Bids received at the specified location and after the time specified will not be accepted. The OWNER assumes no responsibility for delivery made or attempted to be made outside of regular business hours. The OWNER will not accept a bid delivered by telephonic, electronic or facsimile means.

## **11. COMPARISON OF BIDS:**

11.1 All Bids will be compared on the basis of the total price of the Base Bid. The OWNER does not expressly agree, or by implication agree, that the actual amount of work will correspond therewith.

## **12. RIGHTS RESERVED BY OWNER:**

12.1 The OWNER reserves the right to reject any or all Bids, or to waive any informalities or minor defects, if deemed by it to be in the best interest of the Town of Medway.

12.2 The OWNER may make such investigations as it deems necessary to determine the ability of each Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

12.3 The low Bidder shall supply the names and addresses of suppliers and subcontractors when requested to do so by the OWNER.

## **13. AWARD OF CONTRACT:**

13.1 Pursuant to M.G.L. c. 30, s.39M, award of the Contract will be made to the lowest responsible and eligible Bidder. The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify 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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder, and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further that if there is more than 1 surety company, the surety companies shall be jointly and severally liable. The party to whom the CONTRACT is awarded will be required to execute the Contract, obtain Payment and Performance Bonds, Insurance Certificates and Certification Form, and a Certificate of Vote of authorization of signature on Documents, within ten calendar days from receipt of Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bid Forms. In case of failure of a Bidder to execute the Contract and provide the above mentioned Bonds, Certificates, etc., the OWNER may at its option, consider the Bidder in default, in which case the Bid security accompanying the Bid shall become property of the OWNER.

**14. PAYMENT AND PERFORMANCE BONDS:**

14.1 A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

14.2 Attorneys-in-fact who sign Bid Bonds or Payment Bond and Performance Bond, shall file with each Bond, a certified and effective dated copy of their Power of Attorney.

**15. CONTRACT INSURANCE:**

15.1 The Successful Bidder shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation, Excess Liability Insurance, Umbrella Form and Employer's Liability Insurance, including other coverages such as indicated in the General Conditions and as amended in the Supplementary Conditions.

15.2 The Successful Bidder shall provide an endorsement or endorsements which indicate that the Town of Medway and Haley and Ward, Inc. are named as an additional insured on the required policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form and maintain throughout the term of the Contract and any extension or renewal thereof.

15.3 The Successful Bidder shall provide separate Owner's Protective Liability Insurance, with the OWNER and ENGINEER only as insured. A rider clause to the Contractor's Liability Insurance shall not be acceptable.

**16. INDEMNIFICATION:**

16.1 The Successful Bidder shall assume the indemnification responsibilities set forth in the Contract which is included in the Bid Documents and is incorporated herein by reference.

**17. CONTRACT SIGNING AND NOTICE TO PROCEED:**

17.1 The Notice to Proceed shall be issued within thirty days of the effective date of the Contract by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the Successful Bidder. If the Notice to Proceed has not been issued within the thirty day period, or within the period mutually agreed upon, the Successful Bidder may terminate the Contract without further liability on the part of either party.



**18. TIME OF STARTING:**

18.1 The work shall start on the date to be placed on the Notice to Proceed, and proceed on a continuous basis until complete, unless directed differently by OWNER. The OWNER intends to issue the Notice to Proceed within thirty days of the effective date of the Contract.

**19. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

19.1 It is the intention of this Contract to complete the work as soon as practicable, but not later than ninety (90) consecutive calendar days after date to be indicated on the Notice to Proceed. The date for commencing Contract time will be the day to be indicated on the Notice to Proceed.

19.2 The Successful Bidder agrees to pay as liquidated damages, in the amount of six hundred dollars (\$600) for the first 45 consecutive calendar days, following the completion date in which the work is not fully complete. Liquidated damages shall increase to eight hundred dollars (\$800) for each consecutive calendar day greater than forty-five (45) days thereafter during which the work has not been fully completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

**20. LAWS AND REGULATIONS:**

20.1 Each Bidder's attention is directed to the fact that all applicable Local, State and Federal laws, Town of Medway by-laws, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract, the same as though herein written in full.

20.2 Notwithstanding the foregoing, the Contract is subject to the applicable provisions of, but not limited to, M.G.L..c. 30, s.39M, which is incorporated herein by reference.

20.3 Notwithstanding the foregoing, the Contract is also subject to the dig-safe requirements of M.G.L. c. 82, s.40 and the applicable portions of 527 CMR 13, relating to Blasting.

**21. CONTRACT DRAWINGS:**

21.1 Contract Drawings are included in the Appendix portion of this Contract.

**22. UNBALANCED BIDS:**

22.1 A Bidder shall not submit unbalanced prices for any of the Bid items on the Bid. All prices shall be reasonable for the Work entailed. The OWNER reserves the right to reject any Bid which contains unbalanced prices, considering such a Bid as non-responsive to the Instructions to Bidders, and to consider same as reason for rejecting a Bid.

22.2 Certain Bid items may have set minimum and/or maximum prices to provide uniformity in the comparison of Bids established by OWNER and indicated on the Bid form. Bids submitted not in compliance with these established amounts, may be rejected for non-compliance with the Instructions to Bidders.

**23. SAFETY AND HEALTH REGULATIONS:**

23.1 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Workforce Development, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.00 et seq.). CONTRACTORS shall be familiar with the requirements of these regulations.

23.2 Each Bidder shall certify that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten 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.

**24. SALES TAX EXEMPTION:**

24.1 The OWNER will provide a Massachusetts Sales Tax Blanket Exemption Certificate No. applicable to all materials to be furnished under this Contract.

24.2 Except as noted above, the Successful Bidder and Subcontractors shall pay all taxes levied by law on materials, labor or services furnished by them. Payments of such levies and sales taxes will be held to be included in Contract amounts.

**25. PERMITS AND LICENSES:**

25.1 All permits for work within the project limits shall be obtained and paid for by the Successful Bidder.

**26. MINIMUM WAGE RATES:**

26.1 Minimum Wage Rates (Heavy Construction) as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of the M.G.L. c.149, s.26 to 27D, as amended, (the Prevailing Wage Act) apply to this project. It is the responsibility of the CONTRACTOR, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those tradespeople who are not covered by the following schedule of wage rates, but who may be employed for the proposed work under this Contract.

26.2 Minimum wage rates to be used for this Contract are contained in Part I of the Supplementary Conditions.

26.3 Regulations for the Prevailing Wage Act state that payment of compensation to workmen for work performed on public work on a lump sum basis, piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act regardless of the average hourly earning resulting therefrom. This shall result in the disqualification of any Bidder employing these methods.

26.4 The CONTRACTOR shall submit weekly payrolls to the OWNER during the progress of this Contract for each day work is performed.

**27. WARRANTIES:**

27.1 The Successful Bidder, if selected as the CONTRACTOR, shall furnish all supplies, equipment, and labor necessary for the performance of the services and/or delivery of equipment required by this Contract and warrants that it has in its employ, and throughout the term of this Contract or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this Contract, such that the CONTRACTOR'S obligations under this Contract shall be carried out in a prompt, safe and professional manner.

27.2 The Successful Bidder, if selected as the CONTRACTOR, shall further warrant that it shall perform services under this Contract with the highest degree of professionalism and care. Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the OWNER.

27.3 The Successful Bidder, if selected as the CONTRACTOR, shall warrant to the OWNER that the work to be performed under the Contract shall be free from defects in material and workmanship for twelve months after acceptance of the work by the OWNER. If any defects in material or workmanship regarding the work occur within said twelve month period, the CONTRACTOR shall have the option of repairing or replacing the defective component(s) involved in the work. If part of the work is accepted in accordance with that subsection of the Contract titled Partial Acceptance, the warranty for that part of the work shall be for a period of one year from the date fixed for such acceptance.

## **28. NONDISCRIMINATION IN EMPLOYMENT:**

28.1 Contracts for work under this Bid shall obligate the CONTRACTOR and subcontractors not to discriminate in employment practices.

28.2 Contracts for work under this project shall obligate the CONTRACTOR and Subcontractors not to discriminate in employment practices, and shall maintain not less than five percent (5%) ratio of minority employees man hours to total man hours.

28.3 The policy of the Program in brief states that: In connection with the performance of work under this Contract, the CONTRACTOR shall not discriminate against any employees or applicant for employment because of race, color, religious creed, national origin, age, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The CONTRACTOR shall post hereafter in conspicuous places, available for employees and applicants for employment notices to be provided by the applicable agent of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The CONTRACTOR shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, and to eliminate and remedy any effects of such discrimination in the past.

## **29. SUBSTITUTE OR "OR-EQUAL" ITEMS**

29.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement; all consideration shall comply with M.G.L. c. 30, s.39M(b).

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

BID

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Tax Compliance Certification	00300-11
Conflict of Interest Certification	00300-12
Certificate as to Corporate Bidder	00300-13
Certificate of Compliance with M.G.L., c. 151B	00300-14
Certificate of Non-Debarment	00300-15
Certificate of Foreign Corporation	00300-16
Contract Insurance Requirements	00300-17
Occupational Safety and Health Administration Certification	00300-17
Bid Bond	00310-1/3

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION – BASINS 2 & 3

BID

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.); that he has carefully examined the location of the proposed Work and has, read the Contract Documents; that he shall agree to contract with the Town of Medway, in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth; and that he shall take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

The estimated quantities shown in the following tabulation are approximate and are given to provide a uniform basis for comparison of Bids. The OWNER does not expressly or by implication agree that the actual quantities of Work to be done shall correspond thereto.

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and to complete all work in operating condition as soon as practicable, but no later than ninety (90) consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages for delay in completion in the amount of six hundred dollars (\$600) for the first forty-five (45) consecutive calendar days, following the completion date in which the work is not fully complete. Liquidated damages shall increase to eight hundred dollars (\$800) for each consecutive calendar day greater than forty-five (45) days during which the work is not fully complete, as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment.

Bidder acknowledges receipt of Addenda:

#1   ✓   #2        #3

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

BID FORM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	For Mobilization, the lump sum price of  <u>SIX THOUSAND DOLLARS AND ZERO CENTS</u> (Lump Sum Price in Words) (Maximum amount not to exceed 5% of the total Bid)	= <u>\$ 6,000.00</u>
2.	For Sewer Line Cleaning, the unit price of  <u>FOUR DOLLARS AND SEVENTY-FIVE CENTS</u> (Unit Price in Words)  per linear foot for an estimated quantity of  <u>12,600 l.f. x \$ 4.75</u> (Unit Price in Figures)	= <u>\$ 59,850.00</u>
3.	For Cleaning Debris Removal, the unit price of  <u>ONE DOLLAR AND ZERO CENTS</u> (Unit Price in Words)  per yard for an estimated quantity of  <u>5 yds. x \$ 1.00</u> (Unit Price in Figures)	= <u>\$5.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
4.	For Investigative Television Inspection, the unit price of <u>THREE DOLLARS AND EIGHTY-FIVE CENTS</u> (Unit Price in Words)  per linear foot for an estimated quantity of <u>2,000 l.f. x \$ 3.85</u> (Unit Price in Figures)	= <u>\$ 7,000.00</u>
5.	For Testing Joints of 8", 10" and 12" Pipe, the unit price of <u>FOUR DOLLARS AND TWENTY-FIVE CENTS</u> (Unit Price in Words)  per each for an estimated quantity of <u>700 ea. x \$ 4.25</u> (Unit Price in Figures)	= <u>\$ 2,975.00</u>
6.	For Sealing Joints of 8", 10" and 12" Pipe, the unit price of <u>SIX DOLLARS AND SEVENTY-FIVE CENTS</u> (Unit Price in Words)  per each for an estimated quantity of <u>270 ea. x \$ 6.75</u> (Unit Price in Figures)	= <u>\$ 1,822.50</u>
7.	For Testing Lateral Service Connections, the unit price of <u>ONE DOLLAR AND SIXTY-FIVE CENTS</u> (Unit Price in Words)  per each for an estimated quantity of <u>60 ea. x \$ 1.65</u> (Unit Price in Figures)	= <u>\$ 9,900.00</u>



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
8.	For Sealing Lateral Service Connections, the unit price of <u>ONE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>40 ea. x \$ 125.00</u> (Unit Price in Figures)	= <u>\$ 5,000.00</u>
9.	For Entering and Cleaning Sewer Manholes, the unit price of <u>FORTY DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>45 ea. x \$ 40.00</u> (Unit Price in Figures)	= <u>\$ 1,800.00</u>
10.	For Resetting Manhole Frame and Cover, the unit price of <u>SIX HUNDRED DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>3 ea. x \$ 600.00</u> (Unit Price in Figures)	= <u>\$ 1,800.00</u>
11.	For Replacing Manhole Frame and Cover, the unit price of <u>ONE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>1 ea. x \$ 1,100.00</u> (Unit Price in Figures)	= <u>\$ 1,100.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12.	For Manhole Chemical Grouting, the unit price of <u>TWENTY-FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per gallon for an estimated quantity of  <u>125 gal. x \$ 25.00</u> (Unit Price in Figures)	= \$ <u>3,125.00</u>
13.	For Brick Riser Interior Coating, the unit price of <u>TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per vertical foot for an estimated quantity of  <u>70 v.f. x \$ 280.00</u> (Unit Price in Figures)	= \$ <u>19,600.00</u>
14.	For Repair of Brick Riser, the unit price of <u>SEVENTY DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per each for an estimated quantity of  <u>40 ea. x \$ 70.00</u> (Unit Price in Figures)	= \$ <u>2,800.00</u>
15.	For Full Depth Manhole Interior Coating, the unit price of <u>ONE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per vertical foot for an estimated quantity of  <u>13.5 v.f. x \$ 145.00</u> (Unit Price in Figures)	= \$ <u>1,957.50</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
16.	For Repair of Wall or Corbel, the unit price of <u>THREE HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>5 ea. x \$ 375.00</u> (Unit Price in Figures)	= <u>\$ 1,875.00</u>
17.	For Repair of Floor, the unit price of <u>TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>5 ea. x \$ 275.00</u> (Unit Price in Figures)	= <u>\$ 1,375.00</u>
18.	For Repair of Invert, the unit price of <u>TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>5 ea. x \$ 250.00</u> (Unit Price in Figures)	= <u>\$ 1,250.00</u>
19.	For Repair of Pipe Connection, the unit price of <u>FOUR HUNDRED DOLLARS AND ZERO CENTS</u> (Unit Price in Words) per each for an estimated quantity of <u>20 ea. x \$ 400.00</u> (Unit Price in Figures)	= <u>\$ 8,000.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
20.	For Police Details, the lump sum price of  <u>Six Thousand Five Hundred dollars</u> (Lump Sum Price in Words)	= \$ <u>6,500.00</u>
21.	For Warrantee Testing Joints of 8", 10" and 12" Pipe, the unit price of  <u>TWENTY FIVE DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per each for an estimated quantity of  <u>80 ea. x \$ 25.00</u> (Unit Price in Figures)	= \$ <u>2,000.00</u>
22.	For Warrantee Testing Lateral Service Connections, the unit price of  <u>TWO HUNDRED DOLLARS AND ZERO CENTS</u> (Unit Price in Words)  per each for an estimated quantity of  <u>10 ea. x \$ 200.00</u> (Unit Price in Figures)	= \$ <u>2,000.00</u>
<b>TOTAL <u>BASE BID</u> - FOR BID COMPARISON BASED UPON ESTIMATED QUANTITIES</b>		<b>\$ <u>148,435.00</u></b>

An unbalanced or unreasonable lump sum price submitted herein may be grounds for rejection of the Bid.

Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option.

**STATEMENT OF EXPERIENCE:** The undersigned as Bidder declares that he has successfully accomplished similar work in the following places:

1. Description of Project LINE APPROX. 2,000LF OF SANITARY PIPE = \$240,000.00 12/31/2015  
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person DEPT. OF CONSERVATION & RECREATION  
(Names, Addresses and Telephone Nos.)

251 CAUSEWAY ST. 7TH FL. BOSTON MA 02114 - TOM VALTON 617-780-1112

Engineer & Contact Person \_\_\_\_\_  
(Name, Address and Telephone No.)

2. Description of Project LINE & REHABILITATION OF SANITARY LINES  
(Include type of project, total value of Contract, date of

\$180,000.00 - ONGOING  
completion, etc.)

Owner & Contact Person CITY OF CAMBRIDGE - MIKE ABCUNAS 617-938-2347  
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person \_\_\_\_\_  
(Name, Address and Telephone No.)

3. Description of Project PIPE/MANHOLE REHABILITATION - \$50,000.00 - 12/31/15  
(Include type of project, total value of Contract, date of

completion, etc.)

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Owner & Contact Person TOWN OF WAKEFIELD - MIKE COLLINS 781-246-6309  
(Names, Addresses and Telephone Nos.)

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Engineer & Contact Person \_\_\_\_\_  
(Name, Address and Telephone No.)

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**NOTE:** Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.

The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project.

A. N/A

B. \_\_\_\_\_

The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Base Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

**BIDDER:** The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

MARK M. MEADS - 21 OLD HASWELL PARK RD. MIDDLETON, MA 01949

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**CONFLICT OF INTEREST CERTIFICATION**

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

I also hereby certify that the Bidder named below understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual. I also certify that the Bidder understands that the Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

By: 

Signature

MARK M. MEADS

Printed Name

PRESIDENT

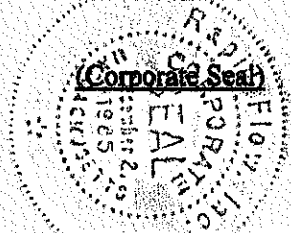
Printed Title

2-3-2016

Date

CERTIFICATE AS TO CORPORATE BIDDER

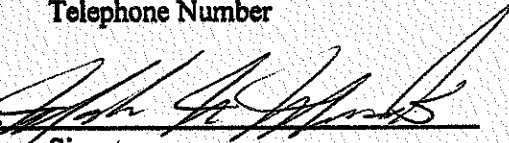
I, MARK M. MEADS certify that I am the PRESIDENT of the corporation named as Bidder in the Bid included herein; that MARK M. MEADS, who signed said Bid on behalf of the Bidder was then PRESIDENT of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.



RAPID FLOW INC.  
Name of Bidder

85 CRESCENT AVE. CHELSEA MA 02150  
Address of Bidder

781-289-7106  
Telephone Number

By:   
Signature

MARK M. MEADS  
Printed Name

PRESIDENT  
Printed Title

2-3-2016  
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.



CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with M.G.L.c.151B and shall not discriminate on any prohibited basis outlined herein.

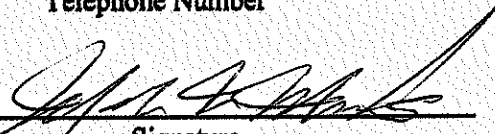
RAPID FLOW INC.  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

85 CRESCENT AVE.

CHELSEA, MA 02150

781-289-7106  
Telephone Number

By:   
Signature

MARK M. MEADS  
Printed Name

PRESIDENT  
Printed Title

2-3-2016  
Date

**CERTIFICATE OF NON-DEBARMENT**

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

By:   
Signature

**MARK M. MEADS**  
Printed Name

**PRESIDENT**  
Printed Title

**2-3-2016**  
Date

**CERTIFICATE OF FOREIGN CORPORATION**

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c.181, s.4 to do business in the Commonwealth of Massachusetts.

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

\_\_\_\_\_  
Printed Name

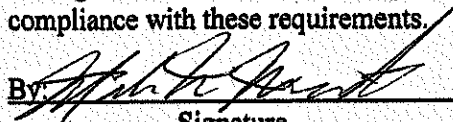
\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, s.4, to do business in the Commonwealth.

CONTRACT INSURANCE REQUIREMENTS

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

By:   
Signature

MARK M. MEADS  
Printed Name

PRESIDENT  
Printed Title

2-3-2016  
Date

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. c.30, s.39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 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 ten (10) hours in duration.

By:   
Signature

MARK M. MEADS  
Printed Name

PRESIDENT  
Printed Title

2-3-2016  
Date

**United Casualty and Surety Insurance Company**

**BID BOND**

Bond No. UC20586

KNOW ALL MEN BY THESE PRESENTS, that we **RAPID FLOW, INC.**  
80 HICHBORN STREET P. O. BOX 499  
REVERE, MA 02151

as Principal, hereinafter called the Principal, and **UNITED CASUALTY AND SURETY INSURANCE COMPANY** of  
1250 Hancock Street, Suite 803N, Quincy, Massachusetts 02169, a corporation duly organized under the laws of the  
State of Massachusetts as Surety, hereinafter called the Surety, are held and firmly bound unto

**TOWN OF MEDWAY**  
155 VILLAGE STREET  
MEDWAY, MA 02053

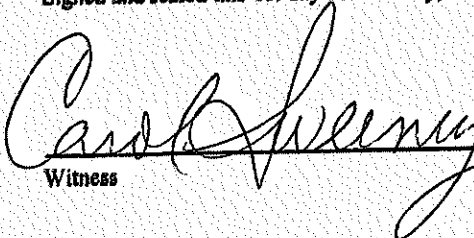
as Obligee, hereinafter called the Obligee, in the sum of NOT TO EXCEED 5 % OF ATTACHED BID -----DOLLARS (\$-----)  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**SEWER REHABILITATION - BASINS 2 & 3 (IFB/CONTRACT #2016-1**

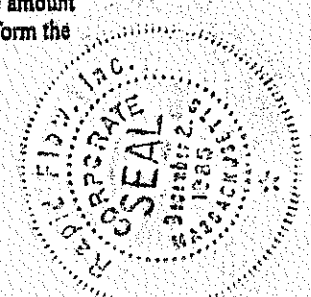
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor  
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount  
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the  
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of February, 2016

  
Witness

**RAPID FLOW, INC.**





  
Witness

**UNITED CASUALTY AND SURETY INSURANCE COMPANY**

Thomas P. Carrigan, Jr.





UNITED CASUALTY AND SURETY INSURANCE COMPANY  
QUINCY, MASSACHUSETTS

Power No: UC20586

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:  
That UNITED CASUALTY AND SURETY INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, does hereby make, constitute and appoint

**Thomas P. Carrigan, Jr.**

its true and lawful Attorney-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

*Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof*

and to bind UNITED CASUALTY AND SURETY INSURANCE COMPANY, thereby, and all of the acts of said Attorney-in-Fact pursuant to these presents, are hereby ratified and confirmed.

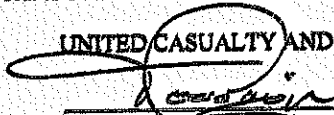
This power of attorney is signed and sealed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of UNITED CASUALTY AND SURETY INSURANCE COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993 which Resolutions are now in full force and effect:

*Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.*

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of UNITED CASUALTY AND SURETY INSURANCE COMPANY, at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

*That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

IN WITNESS WHEREOF, UNITED CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 21st day of August, 2015.

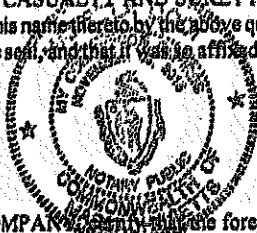
UNITED CASUALTY AND SURETY INSURANCE COMPANY  
  
Todd S. Carrigan, President



Commonwealth of Massachusetts, County of Norfolk as:

On this 21st day of August in the year 2015 before me personally came Todd S. Carrigan to me known, who, being by me duly sworn, did depose and say: that he resides in the Commonwealth of Massachusetts; that he is President of UNITED CASUALTY AND SURETY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that said seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

  
Notary Public



I, Timothy M. Carrigan, Treasurer of UNITED CASUALTY AND SURETY INSURANCE COMPANY, do hereby ratify the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of July 1, 1993 have not been abridged or revoked and are now in full force and effect.

Signed and sealed by its proper officer and its corporate seal to be hereunto affixed this day, 1st day of February, 2016

  
Timothy M. Carrigan, Treasurer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT CALL (800) 829-2663

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

CONTRACT SIGNING DOCUMENTS

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BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

NOTICE OF AWARD

DATED \_\_\_\_\_

To: BIDDER: Rapid Flow Inc.

ADDRESS: 85 Crescent Avenue

Chelsea, MA 02150

OWNER has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated February 4, 2016 and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$138,634.00, based upon summation of lump sum prices, and/or unit prices based upon estimated quantities.

You shall comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, that is by 3-4-16.

1. You shall deliver to OWNER five (5) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents shall bear your signature on the cover page.
2. You shall deliver with the executed Agreement, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Five (5) copies of each of the proposed Contract Documents accompany this Notice of Award.

MDY-136/Contract No. 2016-1  
N 11/23/2015

NOTICE OF AWARD  
00500-1



## AGREEMENT BETWEEN

Town OF MEDWAY And Contractor

THIS AGREEMENT for Sewer Rehabilitation - Basins 2 & 3 (hereinafter referred to as the "Project"), is made the 24th day of February, 2016, by and between Rapid Flow Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 85 Crescent Avenue, Chelsea, MA 02150, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

### Article 1: Contract Documents

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid
- 3) Invitation for bids, bid specifications
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

### ARTICLE 2: Scope Of Work

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required to provide the Sewer Rehabilitation - Basins 2 & 3 as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

### ARTICLE 3: Terms Of Agreement

- (a) The work to be performed under this Agreement shall be commenced on \_\_\_\_\_, and shall be entirely completed within ninety (90) calendar days following commencement.
- (b) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Seven days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

(c) The CONTRACTOR further agrees that should the Agreement not be fully completed by the date specified in (a) of this Article, or an extended completion date which is mutually agreed upon by the TOWN and the CONTRACTOR, the CONTRACTOR shall pay to the TOWN liquidated damages for delay in completion in the amount of six hundred dollars (\$600) for the first forty-five (45) consecutive calendar days, following the completion date in which the work is not fully complete. Liquidated damages shall increase to eight hundred dollars (\$800) for each consecutive calendar day greater than forty-five (45) days during which the work is not fully complete.

ARTICLE 4: The Contract Sum

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$138,634.00 as:

Time card/unit price estimated amount

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Mobilization	1	L.S.	\$ <u>6,000.00</u>	\$ <u>6,000.00</u>
2.	Sewer Line Cleaning	12,600	L.F.	\$ <u>4.75</u>	\$ <u>59,850.00</u>
3.	Cleaning Debris Removal	5	YDS.	\$ <u>1.00</u>	\$ <u>5.00</u>
4.	Investigative Television Inspection	2,000	L.F.	\$ <u>3.85</u>	\$ <u>7,700.00</u>
5.	Testing Joints of 8", 10" and 12" Pipe	700	E.A..	\$ <u>4.25</u>	\$ <u>2,975.00</u>
6.	Sealing Joints of 8", 10" and 12" Pipe	270	E.A.	\$ <u>6.75</u>	\$ <u>1,822.50</u>
7.	Testing Lateral Service Connections	60	EA.	\$ <u>1.65</u>	\$ <u>99.00</u>
8.	Sealing Lateral Service Connections	40	EA.	\$ <u>125.00</u>	\$ <u>5,000.00</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
9.	Entering and Cleaning Sewer Manholes	45	EA.	\$ <u>40.00</u>	\$ <u>1,800.00</u>
10.	Resetting Manhole Frame and Cover	3	EA.	\$ <u>600.00</u>	\$ <u>1,800.00</u>
11.	Replacing Manhole Frame and Cover	1	EA.	\$ <u>1,100.00</u>	\$ <u>1,100.00</u>
12.	Manhole Chemical Grouting	125	GAL.	\$ <u>25.00</u>	\$ <u>3,125.00</u>
13.	Brick Riser Interior Coating	70	V.F.	\$ <u>280.00</u>	\$ <u>19,600.00</u>
14.	Repair of Brick Riser	40	EA.	\$ <u>70.00</u>	\$ <u>2,800.00</u>
15.	Full Depth Manhole Interior Coating	13.50	V.F.	\$ <u>145.00</u>	\$ <u>1,957.50</u>
16.	Repair of Wall	5	EA.	\$ <u>375.00</u>	\$ <u>1,875.00</u>
17.	Repair of Floor	5	EA.	\$ <u>275.00</u>	\$ <u>1,375.00</u>
18.	Repair of Invert	5	EA.	\$ <u>250.00</u>	\$ <u>1,250.00</u>
19.	Repair of Pipe Connection	20	EA.	\$ <u>400.00</u>	\$ <u>8,000.00</u>
20.	Police Details	1	L.S.	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
21.	Warrantee Testing Joints of 8", 10" and 12" Pipe	80	EA.	\$ <u>25.00</u>	\$ <u>2,000.00</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
22.	Warrantee Testing Lateral Service Connections	10 EA.	\$ 200.00	\$ 2,000.00

(a) Time Card/Unit Price. Payments shall be made to the CONTRACTOR for services performed based upon the unit price schedule included in the CONTRACTOR'S bid and summarized above. Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the CONTRACTOR unless otherwise specified herein or in the CONTRACTOR'S bid or proposal. The CONTRACTOR shall use his best efforts to complete the performance of his services within the estimated amount set forth above. The CONTRACTOR shall advise the TOWN at such time as the estimated amount has been reached. The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONTRACTOR a written notice authorizing the further performance of services and the incurring of additional costs for such services.

(b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

#### ARTICLE 5: Payment

- (a) The TOWN shall make payments pursuant to the terms of General Laws chapter 30 section 39G.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payment upon substantial completion shall be governed by General Laws chapter 30 section 39G.

#### ARTICLE 6: Non-Performance

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the

TOWN and certified to the CONTRACTOR.

ARTICLE 7: Termination

(a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.

(b) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

(c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

(d) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Medway:

Name: Thomas Holder

Title: Director Department of Public Services

Address: 155 Village Street

Medway, MA 02053

Contractor:

Name MARK M MEADS

Title PRESIDENT

Company RAPID FLOW INC

Address 85 CRESCENT AVE

CHELSEA MA 02150

ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN and Haley and Ward, Inc. as an additional insured on the policies. Insurance amounts are identified in the Supplementary conditions of this contract document.
- (b) Omitted
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN and Haley and Ward, Inc. as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written

notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

#### ARTICLE 10: Performance And Payment Bonds

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount of the Agreement price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount of the Agreement price for payment of all labor and materials used to carry out the Agreement.

#### ARTICLE 11: Subcontracting Of Work

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN, unless said corporation, entity or person was identified within the CONTRACTOR'S Bid, and the appropriate list of experience was provided.

#### ARTICLE 12: Prevailing Wage Rates

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

#### ARTICLE 13: Ownership Of Documents

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement.

## ARTICLE 14: Materials And Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

## ARTICLE 15: Guarantee Of Work

(a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Agreement.

(b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

## ARTICLE 16: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

The following provisions of state statutes apply to the work performed under this agreement, and these provisions supersede any conflicting provisions of this agreement: General Laws chapter 30, § 39F, chapter 30, §39I, chapter 30, §39M, chapter 30, § 39N, chapter 30, §39O, chapter 30, §39P, chapter 30, § 39R, chapter 149, §25, chapter 149, §26, chapter 149, §34, chapter 149, §34A, chapter 149, §34B.

**Copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.**

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.



**ARTICLE 17: Binding Agreement And Assignment Of Interest**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

**ARTICLE 18: Licensure and Compliance with Massachusetts Tax Law**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**ARTICLE 19: Corporate Contractor**

The CONTRACTOR shall endorse upon this Agreement a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the TOWN unless and until the CONTRACTOR complies with this section.

CERTIFICATE OF VOTE

I, MARK M MEADS, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting PRESIDENT of RAPID FLOW INC  
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on  
FEBRUARY 1 20 16 at which meeting all Directors were present and voting, the following vote was  
unanimously passed:

VOTED: To authorize and empower either MARK M MEADS, PRESIDENT;  
(Name) (Title)

\_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_  
(Name) (Title)

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 26<sup>TH</sup> day of February, 2016 and has  
not been changed or modified in any respect.

Mark M Meads  
Signature

MARK M MEADS  
Printed Name

PRESIDENT  
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current  
"certification of authority to sign for the Corporation" shall be attached.)

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

NOTICE TO PROCEED

Dated \_\_\_\_\_, 20\_\_.

To: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_  
2016, on or before \_\_\_\_\_, 2016, and you are to complete all Work within ninety (90)  
consecutive calendar days thereafter. The date of completion of all Work is therefore  
\_\_\_\_\_, 2016.

OWNER: Town of Medway, Massachusetts  
Board of Selectmen

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

By \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

PERFORMANCE BOND

Bond No: 7931

KNOW ALL PERSONS BY THESE PRESENTS: that

Rapid Flow Inc.

(Name of Contractor)

85 Crescent Avenue, Chelsea, MA 02150

(Address of Contractor)

a Corporation hereinafter called PRINCIPAL and

United Casualty and Surety Insurance Company

(Name of Surety)

1250 Hancock Street, Suite 803N, Quincy, MA 02169

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Medway, Board of Selectmen

(Name of Owner)

155 Village Street, Medway, MA 02053

(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of One Hundred Thirty-Eight Thousand

Six Hundred and Thirty-Four Dollars

(\$ 138,634.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 24th day of February 2016, a copy of which is hereto attached and made a part hereof for Contract No. 2016-1 – Sewer Rehabilitation - Basins 2 & 3.

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Town of Medway; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee, Town of Medway, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Medway promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

BOARD OF SELECTMEN  
MEDWAY, MASSACHUSETTS

CONTRACT NO. 2016-1

SEWER REHABILITATION - BASINS 2 & 3

PAYMENT BOND

Bond No: 7931

KNOW ALL PERSONS BY THESE PRESENTS: that

Rapid Flow Inc.

(Name of Contractor)

85 Crescent Avenue, Chelsea, MA 02150

(Address of Contractor)

a Corporation, hereinafter called PRINCIPAL and

United Casualty and Surety Insurance Company

(Name of Surety)

1250 Hancock Street, Suite 803N, Quincy, MA 02169

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Medway, Board of Selectmen

(Name of Owner)

155 Village Street, Medway, MA 02053

(Address of Owner)

hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Hundred Thirty-Eight Thousand Six Hundred and Thirty-Four

Dollars

(\$ 138,634.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

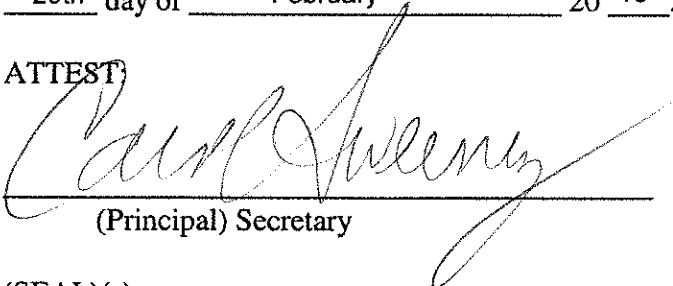
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 24th day of February 2016, a copy of which is hereto attached and made a part hereof for Contract No. 2016-1 – Sewer Rehabilitation - Basins 2 & 3.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

WITNESS WHEREOF, this instrument is executed in five counterparts, each of which shall be deemed an original, this

29th day of February 2016

ATTEST)

  
\_\_\_\_\_  
(Principal) Secretary

Rapid Flow, Inc.  
\_\_\_\_\_  
Principal

(SEAL)(s)

By Mark M Meads  
\_\_\_\_\_

Mark M. Meads  
\_\_\_\_\_

President  
\_\_\_\_\_

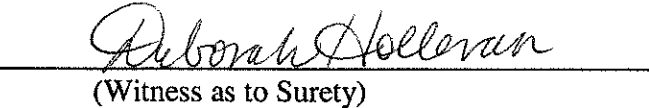
\_\_\_\_\_  
(Witness as to Principal)

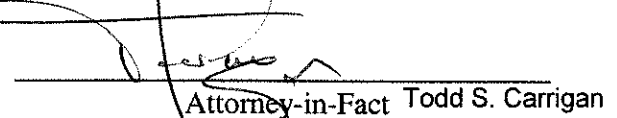
85 Crescent Avenue, Chelsea, MA 02150  
\_\_\_\_\_  
(Address)

mailing address: P.O. Box 499, Revere, MA 02151  
\_\_\_\_\_

United Casualty and Surety Insurance Company  
\_\_\_\_\_  
Surety

ATTEST:

  
\_\_\_\_\_  
(Witness as to Surety)

  
\_\_\_\_\_  
Attorney-in-Fact Todd S. Carrigan

1250 Hancock Street, Suite 803N  
\_\_\_\_\_  
(Address)

1250 Hancock Street, Suite 803N  
\_\_\_\_\_  
(Address)

Quincy, MA 02169  
\_\_\_\_\_

Quincy, MA 02169  
\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.





UNITED CASUALTY AND SURETY INSURANCE COMPANY  
QUINCY, MASSACHUSETTS

Power No: 7931

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That UNITED CASUALTY AND SURETY INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, does hereby make, constitute and appoint

**Todd S. Carrigan**

its true and lawful Attorney-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind UNITED CASUALTY AND SURETY INSURANCE COMPANY, thereby, and all of the acts of said Attorney-in-Fact pursuant to these presents, are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of UNITED CASUALTY AND SURETY INSURANCE COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993 which Resolutions are now in full force and effect:


Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of UNITED CASUALTY AND SURETY INSURANCE COMPANY, at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

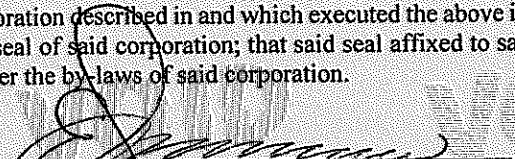
IN WITNESS WHEREOF, UNITED CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 17th day of September, 2015.

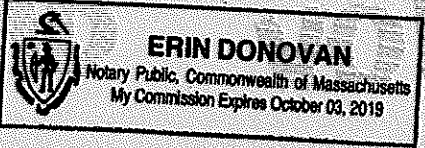
UNITED CASUALTY AND SURETY INSURANCE COMPANY

  
Todd S. Carrigan, President

Commonwealth of Massachusetts, County of Norfolk ss:

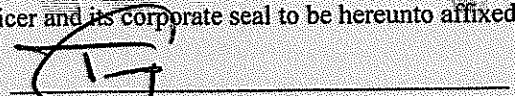
This 17th day of September in the year 2015 before me personally came Todd S. Carrigan to me known, who, being by me duly sworn, did depose and say: that he resides in the Commonwealth of Massachusetts; that he is President of UNITED CASUALTY AND SURETY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he signed his name thereto by the above quoted authority; that he knows the seal of said corporation; that said seal affixed to said instrument is such corporate seal, and that it was so affixed by authority of his office under the by-laws of said corporation.

  
Notary Public

  
**ERIN DONOVAN**  
Notary Public, Commonwealth of Massachusetts  
My Commission Expires October 03, 2019

I, Timothy M. Carrigan, Treasurer of UNITED CASUALTY AND SURETY INSURANCE COMPANY, certify that the foregoing power of attorney, and the above quoted Resolutions of the Board of Directors of July 1, 1993 have not been abridged or revoked and are now in full force and effect.

Signed and sealed by its proper officer and its corporate seal to be hereunto affixed this day, 29th day of February, 2016

  
Timothy M. Carrigan, Treasurer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT CALL (800) 829-2663

### INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages under Contract No. 2015-1 in the Town of Medway, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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#### WORKMAN'S COMPENSATION

(Contractor as Insured)

SC-5.4	Workman's Compensation	STAR INS Co.	#WC0741877	\$500,000	<u>Yes</u>
SC-5.4	Employer's Liability	STAR INS Co.	#WC0741877		
	a.	Each Accident		<u>\$500,000</u>	<u>Yes</u>
	b.	Disease - Policy Limit		<u>\$500,000</u>	<u>Yes</u>
	c.	Disease - Each Employee		<u>\$500,000</u>	<u>Yes</u>

#### COMMERCIAL GENERAL LIABILITY

(Contractor as Insured, Owner and Engineer as Additional Insured)

SC-5.4	General Liability	OHIO CASUALTY INS Co.	#BKO53780237		
	a.	General Aggregate		<u>\$2,000,000</u>	<u>Yes</u>
	b.	Each Occurrence		<u>\$1,000,000</u>	<u>Yes</u>
	1.	Premises/Operations		<u>\$1,000,000</u>	<u>Yes</u>
	2.	Products/Completed Operation		<u>\$2,000,000</u>	<u>Yes</u>
	3.	Contractual		<u>\$1,000,000</u>	<u>Yes</u>
	4.	Independent Contractors		<u>\$1,000,000</u>	<u>Yes</u>
	5.	Broad Form Property Damage		<u>\$1,000,000</u>	<u>Yes</u>
	6.	Personal Injury		<u>\$1,000,000</u>	<u>Yes</u>
	7.	Medical Expense		<u>\$5,000</u>	<u>N/A</u>
	8.	XCU		<u>\$1,500,000</u>	<u>Yes</u>

#### AUTOMOTIVE LIABILITY

(Contractor as Named Insured)

a.	Combined Single Limit	FIRST LIBERTY INS. GROUP	#AS60-211-261800-14	\$1,000,000	<u>Yes</u>
	1.	Scheduled Autos		<u>\$1,000,000</u>	<u>Yes</u>
	2.	Hired Autos		<u>\$1,000,000</u>	<u>Yes</u>
	3.	Non-Owned Autos		<u>\$1,000,000</u>	<u>Yes</u>

**INSURANCE CERTIFICATION FORM (Continued)**

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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**EXCESS UMBRELLA LIABILITY**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	10,000,000	#US053780237	\$10,000,000	N/A
b.	Each Occurrence	10,000,000	#US053780237	\$10,000,000	N/A

**INSTALLATION FLOATER**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	50,000	#EK053780237	\$50,000	N/A
b.	Each Occurrence	50,000	#EK053780237	\$50,000	N/A
c.	Installation Floater	50,000	#EK053780237	\$50,000	N/A

**BUILDER'S ALL RISK**

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a.	General Aggregate	_____	# _____	\$ _____	_____
b.	Each Occurrence	_____	# _____	\$ _____	_____
c.	All Risk	_____	# _____	\$ _____	_____

**OWNER'S PROTECTIVE LIABILITY**

(Owner and Engineer as Named Insured)

a.	General Aggregate	2,000,000	# TBA	\$2,000,000	N/A
b.	Each Occurrence	1,000,000	# TBA	\$1,000,000	N/A

**OWNERS PROTECTIVE LIABILITY INSURANCE POLICIES ARE BOUND WITH LIBERTY MUTUAL INSURANCE SEPARATELY FOR THE TOWN OF MEDWAY AND HALEY AND WARD, INC.**

I hereby certify that the information contain herein is accurate to the best of knowledge.

James J. Farren, CPCU  
NAME **JAMES J. FARRIN**

3/2/16  
DATE

AMERICAN INSURANCE AGENCY, INC.  
COMPANY



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JA

DATE (MM/DD/YYYY)  
03/09/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Insurance 122 Quincy shore Drive Quincy, MA 02171-2906 James J. Farren, CPCU, CRM		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>RAPID-1</b>	
<b>INSURED</b> Rapid Flow, Inc. Vacuum Excavation, Inc. P.O. Box 499 Revere, MA 02151		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Ohio Casualty Group</b> INSURER B : <b>First Liberty Insurance Group</b> INSURER C : INSURER D : INSURER E : INSURER F :	

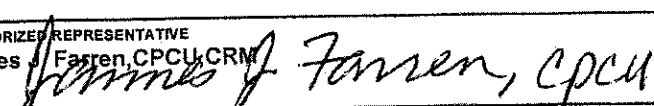
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		BKO53780237	01/05/2016	01/05/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Incl X,C,U					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		AS60-Z11-261800-014	01/05/2016	01/05/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	USO53780237	01/05/2016	01/05/2017	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N				WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
A	Ohio Casualty Ins		GL8247366	03/02/2016	03/02/2017	OCP Medw	2,000,000
A	Ohio Casualty		GL8248260	03/09/2016	03/02/2017	OCP Haley	2,000,000

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

Re: Town of Medway Contract No. 2016-1; Sewer Rehabilitation Basins 2 & 3. Town of Medway and Haley & Ward, Inc. are included as Additional Insured under General Liability, Auto Liability and Excess/Umbrella Liability on a primary and non-contributory basis; Waiver of Subrogation in favor of the Town of Medway and Haley & Ward, Inc. applies on all policies.

<b>CERTIFICATE HOLDER</b>  Town of Medway Haley & Ward, Inc. 155 Village Street Medway, MA 02053	<b>CANCELLATION</b>  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 James J. Farren, CPCU, CRM 

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Client#: 24491

RAPFL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/10/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Sullivan Insurance Group, Inc. 72 River Park Needham, MA 02494	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 781-449-8323      FAX (A/C, No): 781-49-5419 E-MAIL ADDRESS: lcaprarella@SullivanGroup.com	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b> Rapid Flow Inc., Vacuum Excavation, Inc. P.O. Box 499 Revere, MA 02151	INSURER A : Star Insurance Company	
	INSURER B : Chartis	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0741877	09/18/2015	09/18/2016	X WC STATUTORY LIMITS    OTHER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
B	Contractors Pollution Liability	x		CPL15414229PENDING Claims Made	09/18/2015	09/18/2016	\$1,000,000 each loss \$1,000,000 Aggregate \$10,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Town of Medway, Massachusetts Contract No. 2016-1; Sewer Rehabilitation Basins 2 & 3.  
 Waiver of Subrogation applies in favor of the Town of Medway, Massachusetts and Haley and Ward, Inc.

<b>CERTIFICATE HOLDER</b> Town of Medway 155 Village Street Medway, MA 02053	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# **AGENDA**

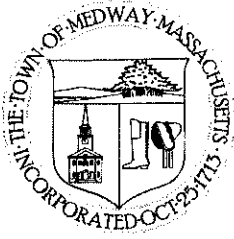
# **ITEM #10**

**Approval – Contract with Lantern Light & Electric Inc. for Electrical Maintenance Services - \$50,000**

**Associated backup materials attached:**

- Memo – Thomas Holder
- Bid Results
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Lantern Light & Electrical Inc. for electrical maintenance services in an amount not to exceed \$50,000.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
From: Thomas Holder, Director | Department of Public Services  
Date: April 4, 2016  
RE: **Electrical Maintenance Service Contract –for Lantern Light & Electric Inc.**

---

Please find attached three (3) copies of a contract for **Electrical Maintenance Service.**

Furnish labor and material to perform electrical installation, preventative maintenance and emergency service to the electrical systems for all town owned properties. Contract estimated at \$50,000 annually. The Contract term will be for two years.

<b><u>Bid opening results.</u></b>	<b>Master</b>	<b>Journeyman</b>	<b>Apprentice</b>
Lantern Electric Inc.	\$64	\$80	\$1
Gone Green Electric	\$74	\$74	\$54

We greatly appreciate your consideration of this issue.

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

TOWN OFFICES | 155 VILLAGE STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

<b>Electrical Bid results 2016</b>						
<b>Preliminary Bid Results</b>	<b>Gone Green</b>			<b>Lantern Light</b>		
	<b>Electric LLC</b>			<b>Electric Inc</b>		
	<b>Rockland, MA</b>			<b>Medway, MA</b>		
	<b>Cost per Hour</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Cost per Hour</b>	<b>Hours</b>	<b>Total Cost</b>
<b>Hourly Rate-Mon-Fri, 7am-5pm</b>						
<b>Master Electrician</b>	74.00	250	\$18,500	64.00	250	\$16,000
<b>Journeyman Electrician</b>	74.00	250	\$18,500	80.00	250	\$20,000
<b>Apprentice</b>	54.00	20	\$1,080	1.00	20	\$20
<b>TOTAL COST for Low Bidder</b>			<b>\$38,080</b>			<b>\$36,020</b>
<b>Hourly Rate-Mon-Fri, 5pm-7am &amp; All day Saturday and Sunday</b>						
<b>Master Electrician</b>	94.00	20	\$1,880	90.00	20	\$1,800
<b>Journeyman Electrician</b>	94.00	20	\$1,880	120.00	20	\$2,400
<b>Apprentice</b>	64.00	5	\$320	1.00	5	\$5
<b>Hourly Rate for Holidays</b>						
<b>Master Electrician</b>	94.00	5	\$470	90.00	5	\$450
<b>Journeyman Electrician</b>	94.00	5	\$470	120.00	5	\$600
<b>Apprentice</b>	64.00	5	\$320	1.00	5	\$5
<b>Materials to be invoice at cost plus</b>	\$10,000	10%	\$1,000	\$10,000	10%	\$1,000
<b>outside Service invoiced cost plus</b>		10%			5%	



## **Exhibit A**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT for Electrical Maintenance Services, (hereinafter referred to as the "Project"), shall be effective as of the date it becomes fully executed by all parties hereto for by and between **Lantern Light & Electric Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at **11 Oakview Circle, Medway, MA 02053**, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all Electrical work required in order to provide **Electrical Maintenance Services** as more fully described in the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

- (a) This service agreement is effective as of the date of execution above and shall remain in effect for 24 months from the date of execution.

#### **ARTICLE 4: THE CONTRACT SUM**

- (a) Work under this Agreement shall be performed on an individual work release basis. Services are to be provided on a time card/unit price basis, payments shall be made to the CONTRACTOR for services performed based upon the salary or hourly rate or unit price schedule included in the CONTRACTOR'S bid or proposal or attached as an Exhibit. **Contract Value is estimated at \$50,000 annually.** Compensation for services performed by authorized subcontractors shall be on the basis of the actual costs to the

CONTRACTOR unless otherwise specified herein or in the CONTRACTOR'S bid or proposal. The CONTRACTOR shall use his best efforts to complete the performance of his services within the estimated amount set forth in the work release. The CONTRACTOR shall advise the TOWN at such time as the estimated amount has been reached. The TOWN shall not be obligated to pay for any amount in excess of the estimated amount, unless the TOWN gives the CONTRACTOR a written notice authorizing the further performance of services and the incurring of additional costs for such services.

- (b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

#### **ARTICLE 5: PAYMENT**

- (a) One final payment of the entire work release amount forty-five days after receipt by the TOWN as stamped in by the appropriate TOWN office, of an invoice, provided the work be then fully completed or the goods and supplies delivered and the scope of work under the work release is fully performed.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## ARTICLE 7: TERMINATION

- (a) In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Contractor. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Contractor shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

## ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Tom Holder, DPS Director  
Town Hall  
155 Village Street  
Medway, MA 02053

**Contractor:**

John Kingsley - Owner  
Lantern Light & Electric Inc.  
11 Oakview Circle  
Medway, MA 02053

## ARTICLE 9. INSURANCE

- a) The CONTRACTOR shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. **The Contractor shall provide a copy of additional insured endorsement for all policies that require the Town to be listed as an additional insured**

- b) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Cancellation of required insurance shall be grounds for termination of this contract.
- d) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

### **ARTICLE 13: GUARANTEE OF WORK**

- (a) Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Agreement.
  
- (a) If, upon completion of any work release, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
  - (1) Make goods and services conform to this Agreement;
  
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

### **ARTICLE 14: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

### **ARTICLE 15: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

### **ARTICLE 16: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws Chapter 62C, Section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**ARTICLE 17: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:** Lantern Light + Electric, Inc. **TOWN OF MEDWAY**  
**By its Board of Selectmen**

By: Eric King \_\_\_\_\_

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

**Corporate Seal:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tom Holder 3.11.16  
Thomas Holder - Director  
Department of Public Service

Carol Pratt  
Town Accountant 3/22/16  
Dated: \_\_\_\_\_

Approved As To Form  
Carl R. Reed  
Town Counsel  
Dated: 3-17-16

Funding Source:  
Account: Accounts Various

Exhibit B

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

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

\_\_\_\_\_  
Name (please print or type) Social Security Number

**Corporate**

Lantern Light + Electric, Inc.  
Corporate Name (please print or type)

LW Kingley 2-17-16  
Signature of Corporate Officer Date

Lisa Kingley Clerk  
Name of Corporate Officer (please print or type) Title

09-3536481  
Taxpayer Identification Number

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Exhibit C

**CERTIFICATE AS TO CORPORATE BIDDER**

I John Kingsly  
Certify that I am President of the  
Corporation named as Bidder in the within Bid Form that Lisa Kingsly  
who signed said Bid Form on behalf of the Bidder was then  
clerk of said Corporation; that I know his signature and  
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for  
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

[Signature]  
(Signature)  
President  
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.



Exhibit D

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Lantern Light & Electric, Inc. held on 11-2000 it  
(Name of Corporation) (Date)

was voted that:

Lisa Kinguley  
(Name)

Clerk  
(Officer)

Of this company, be and he/she 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

Clerk under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

Lisa Kinguley

TITLE:

Clerk

PLACE OF BUSINESS:

11 Oakview Circle

Medway, MA 02053

DATE OF THIS CONTRACT:

2-17-16

I hereby certify that I am the clerk of the Lantern Light & Electric, Inc.  
(Name of Corporation)

And that Lisa Kinguley is duly elected Clerk  
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Lisa Kinguley  
(CLERK)

CORPORATE SEAL:



Town of Medway, Massachusetts 02053

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**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.

Lois Knisley, Clerk  
Signature of individual submitting bid or proposal

Lantern Light + Electric Inc.  
Name of Business (please type or print)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/10/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Fair & Yeager Insurance 10 Main Street  Natick MA 01760	<b>CONTACT NAME:</b> Sara Levesque <b>PHONE (A/C No. Ext):</b> (508) 653-3131 <b>E-MAIL ADDRESS:</b> slevesque@fyins.com		<b>FAX (A/C. No):</b> (508) 651-0129
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lantern Light & Electric, Inc. 11 Oakview Circle  Medway MA 02053	<b>INSURER A:</b> Travelers Casualty of America		19046
	<b>INSURER B:</b> Safety Indemnity		33618
	<b>INSURER C:</b> Travelers Insurance		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** CL1631006308 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			680-7E385119A	3/19/2016	3/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			1612156	11/6/2015	11/6/2016	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person)	\$ 250,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$ 500,000
							PROPERTY DAMAGE (Per accident)	\$ 100,000
							Medical payments	\$ 5,000
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB0560Y894	5/8/2015	5/8/2016	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Subject to policy terms, forms, and conditions. Town of Medway is named as Additional Insured per written contract on the general liability policy for the operations performed on their behalf by the named insured

<b>CERTIFICATE HOLDER</b>  Town of Medway Town Hall 155 Village Street Medway, MA 02053	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Arthur Fair III/MHK 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# AGENDA

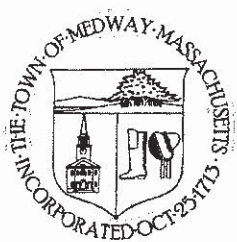
## ITEM #11

### Approval – Contract with D&R Paving for Paving Services – \$300,000

#### Associated backup materials included:

- Memo – Thomas Holder
- Bid Results
- Contract

**Proposed Motion:** I move that the Board Authorize the Chairman to execute a contract with D & R Paving-for paving services in an amount not to exceed \$1,700,000, subject to funding in future fiscal years.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
From: Thomas Holder, Director | Department of Public Services  
Date: April 4, 2016  
RE: **D & R General Contracting, Inc. – Paving**

---

Please find attached three (3) copies of a contract for **D & R General Contracting, Inc. – Paving**

Contract provides for labor and material for **Paving** the streets. Total contract amount not to exceed \$1,700,000 for 2 years

**Bid opening results based on Per Ton paving**

<b>D &amp; R Contracting</b>	<b>\$63.75</b>
Lorusso	\$67.45
Bevilacqua	\$72.00

We greatly appreciate your consideration of this issue.

## PAVING - BID TOTALS

<b>D &amp; R Paving</b>	Per Ton	Tons Annually	Years	Sub-total
In Place	\$63.75	4,000	2	\$510,000.00
With Tack	\$65.75	2,000	2	\$263,000.00
With Leveling Coarse	\$65.75	4,000	2	\$526,000.00
			<b>TOTAL</b>	<b>\$1,299,000.00</b>

<b>Lorusso</b>	Per Ton	Tons Annually	Years	Sub-total
In Place	\$67.45	4,000	2	\$539,600.00
With Tack	\$68.65	2,000	2	\$274,600.00
With Leveling Coarse	\$68.65	4,000	2	\$549,200.00
			<b>TOTAL</b>	<b>\$1,363,400.00</b>

<b>Bevilacqua Paving</b>	Per Ton	Tons Annually	Years	Sub-total
In Place	\$72.00	4,000	2	\$576,000.00
With Tack	\$74.00	2,000	2	\$296,000.00
With Leveling Coarse	\$72.00	4,000	2	\$576,000.00
			<b>TOTAL</b>	<b>\$1,448,000.00</b>



## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for PAVING (hereinafter referred to as the "Services"), by and between D & R General Contracting, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 732 Newburyport Turnpike, Melrose, MA 02176, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, PAVING and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$1,700,000. (One Million, Seven Hundred Thousand Dollars)

## **ARTICLE 5: PAYMENT**

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover

other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

#### **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Town of Medway - DPS  
David D'Amico, DPS Deputy Director  
155 Village Street  
Medway, MA 02053

**D & R General Contracting, Inc.**

Robert Rotondi  
President  
732 Newburyport Turnpike,  
Melrose, MA 02176

#### **ARTICLE 9. INSURANCE**

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall

not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims **of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation** or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

#### **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

#### **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
- (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 15: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

#### **ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

## **ARTICLE 18: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

## **ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

## **ARTICLE 20: SCHEDULING AND PENALTIES**

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.


(e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:** D&R General Contracting, Inc.

**TOWN OF MEDWAY**  
**By its Board of Selectmen**

By: 

\_\_\_\_\_

Title: Robert A. Rotondi, President

\_\_\_\_\_

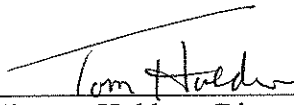
**Corporate Seal:**

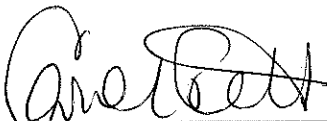
\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

**DATE Signed:** \_\_\_\_\_

 3-18-16  
Thomas Holder – Director  
Department of Public Service

  
Town Accountant

Dated: 3/31/16

Approved As To Form  
  
Town Counsel

Dated: 3-24-16

**Funding Source:**

Account: ACCOUNT VARIOUS

Exhibit C

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

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

\_\_\_\_\_  
Name (please print or type) Social Security Number

**Corporate**

D&R General Contracting, Inc.  
\_\_\_\_\_  
Corporate Name (please print or type)

*Robert A. Rotondi* March 14, 2016  
\_\_\_\_\_  
Signature of Corporate Officer Date

Robert A. Rotondi, President March 14, 2016  
\_\_\_\_\_  
Name of Corporate Officer (please print or type) Title

04-2635094  
\_\_\_\_\_  
Taxpayer Identification Number

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Exhibit D

**CERTIFICATE AS TO CORPORATE BIDDER**

I Johanna Schwartz

Certify that I am Clerk of the

Corporation named as Bidder in the within Bid Form that Robert A. Rotondi

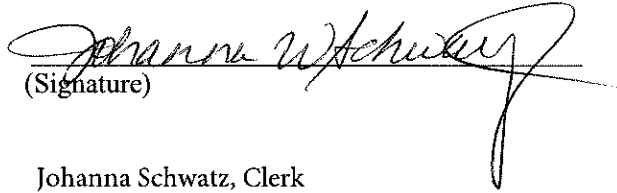
who signed said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

  
(Signature)

Johanna Schwartz, Clerk

(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

D&R General Contracting, Inc. held on January 2, 2016 it  
(Name of Corporation) (Date)

was voted that:

Robert A. Rotondi President  
(Name) (Officer)

Of this company, he and he/she 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

Robert A. Rotondi under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE:

PLACE OF BUSINESS:

DATE OF THIS CONTRACT:

Johanna W. Schwartz

Johanna Schwartz

732 Newburyport Turnpike

Melrose, MA 02176

MARCH 14, 2016

I hereby certify that I am the clerk of the D&R General Contracting, Inc.  
(Name of Corporation)

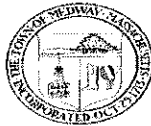
And that Robert A. Rotondi is duly elected President  
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

Johanna W. Schwartz  
(CLERK)

Exhibit F



*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**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.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

D&R General Contracting, Inc.

\_\_\_\_\_  
Name of Business (please type or print)

Exhibit G

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

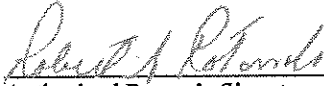
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract 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.

**COMPLETE AND SIGN BELOW:**



Authorized Person's Signature

March 14, 2016

Date

Robert A. Rotondi, President

Print Name & Title of Signatory

D&R General Contracting, Inc.

Name of Contractor

PERFORMANCE BOND  
BOND NO. 929629975

KNOW ALL MEN BY THESE PRESENTS: That we D&R General Contracting, Inc.  
(Name of Contractor)

a Corporation hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

Western Surety Company, 53 State Street of Boston, State of Massachusetts  
(Surety) (City & State)

Western Surety Company, 53 State Street hereinafter called the "Surety" and licensed by the State  
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are  
held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called  
"Owner", in the penal sum of

One Million Seven Hundred Thousand Dollars and 00/Cents Dollars  
(\$ 1,700,000.00) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner, dated the 14th day of March, 2016 (the  
"Construction Contract"), for the construction described as follows: Highway Materials and DPW Services, Project 3386185.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of the Construction Contract during  
the original term thereof, and any extensions thereof which may be granted by the Owner, with  
or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the  
Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and  
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
Owner all outlay and expense which the Owner may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the  
Owner has declared the Principal in default of the Construction Contract or any provision thereof  
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute  
the work consistent with, and in conformance to, the Construction Contract (collectively referred  
to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by  
the Owner. The Owner need not terminate the Construction Contract to declare a Contractor  
Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the  
consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for  
the Principal to perform and complete the work of the Construction Contract; (2) arrange for a  
contractor other than the Principal to perform and complete the work of the Construction  
Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for  
all costs and expenses incurred by the Owner in performing and completing the work of the

Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in one (1) counterparts, each one of which shall be deemed an original, this the 14<sup>th</sup> day of MARCH, 2016.

ATTEST:

D&R General Contracting, Inc.  
Principal

ROBERTA A. ROTONDI, PRESIDENT  
(Principal Secretary)

By Roberta Rotondi

732 Newburyport Turnpike

Melrose, MA 02176  
(Address-Zip Code)

Johanna Schwartz (SEAL)  
Witness as to Principal  
JOHANNA SCHWARTZ, CLERK

(Address-Zip Code)

ATTEST:

Western Surety Company  
Surety

Adam W. DeSanctis  
(Attorney-in-Fact)

By Adell

53 State Street

Boston, MA 02109  
(Address-Zip Code)  
Lindsay A. Knowlton (SEAL)  
Witness as to Surety  
Lindsay A. Knowlton

100 Unicorn Park Drive, Woburn, MA 01801  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

BOND NO. 929629975

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

D&R General Contracting, Inc. a Corporation  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Western Surety Company of 53 State Street,  
(Surety)

State of Boston, Massachusetts hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of **One Million Seven Hundred Thousand Dollars and 00/Cents Dollars** (\$ 1,700,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 14th day of March, 2016, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in One (i) counterparts, each one of which shall be deemed an original, this the 14th day of March, 2016.



ATTEST:

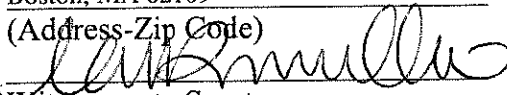
Western Surety Company  
Surety

Adam W. DeSanctis  
(Attorney-in-Fact)

By 

53 State Street

Boston, MA 02109  
(Address-Zip Code)

 (SEAL)  
Witness as to Surety

Lindsay A. Knowlton

100 Unicorn Park Drive, Woburn, MA 01801  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Gregory D Juwa, Richard F Caruso, Christine B Gallagher, James J Axon, Michael F Carney, Michael T Gilbert, Wilder Parks Jr, Adam W De Sanctis, Paul A Patalano, David A Boutiette, Bryan F Juwa, Rebecca Shanley, Individually**

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of August, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ROGERS &amp; GRAY INSURANCE AGENCY, INC.</b>  434 RT. 134 SOUTH DENNIS MA 02660	<b>CONTACT NAME:</b> Rogers and Gray Processing <b>PHONE (A/C, No, Ext):</b> (508) 398-7980 <b>E-MAIL ADDRESS:</b> mail@rogersgray.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>D&amp;R GENERAL CONTRACTING INC</b>  732 NEWBURYPORT TURNPIKE MELROSE MA 02176	<b>INSURER A:</b> AMGUARD INSURANCE CO NAIC # 42390	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 36734      **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N/A	R2WC700900	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A				

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/lwd/workers-compensation/investigations/](http://www.mass.gov/lwd/workers-compensation/investigations/).

**CERTIFICATE HOLDER****CANCELLATION**

Town of Medway  
155 Village Street

Medway

MA 02053

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

*Daniel M. Crowley*  
Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

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# CERTIFICATE OF LIABILITY INSURANCE

D&RGENE-01

AONEILL

DATE (MM/DD/YYYY)

3/11/2016

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 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 Rogers & Gray Insurance Agency, Inc. 434 Rte 134 South Dennis, MA 02660	CONTACT NAME: <b>Heather Woods, CISR</b>	FAX (A/C, No): <b>(877) 816-2156</b>	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: <b>mail@rogersgray.com</b>	
INSURED  <b>D&amp;R General Contracting Inc. D&amp;R Paving 732 Newburyport Turnpike Melrose, MA 02176</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>American Family Home Insurance Company</b>		<b>23450</b>
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EE Benefits DED \$100  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			88A5GL0000216-00	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EE BENEFITS OCC \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Medway is included as Additional Insured for General Liability as required by a signed written contract or agreement with the Named Insured. The Additional Insured coverage for General Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured. The General Liability policy includes a Waiver of Subrogation in favor of the additional insureds on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss. Highway Material Services Bituminous Concrete in Place. Project value \$649,500.00. Project duration two years.

CERTIFICATE HOLDER  Town of Medway 155 Village Street Medway, MA 02053	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2016

**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.**

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<b>PRODUCER</b> Tarpey Insurance Group 442 Water St PO BOX 567 Wakefield MA 01880-4667	<b>CONTACT NAME:</b> Corinne Rescigno <b>PHONE (A/C, No, Ext):</b> (781)246-2677 <b>FAX (A/C, No):</b> (781) 224-0973 <b>E-MAIL ADDRESS:</b> corinne@tarpeyinsurance.com														
<b>INSURED</b> D And R Paving Llc 732 Newburyport Tpke Melrose MA 02176	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Safety Indemnity</td> <td>33618</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety Indemnity	33618	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Safety Indemnity	33618														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 2016-17** **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	2434470	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)**  
 Re: Highway Material Services Bituminous Concrete in Place  
 TOWN OF MEDWAY as additional insureds, with waiver of Subrogation

<b>CERTIFICATE HOLDER</b>  Town of Medway 155 Village Street Medway, MA 02053	<b>CANCELLATION</b>  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 M Tarpey, CPCU, CIC, AAI
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2016

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PRODUCER DeSanctis Insurance Agcy, Inc. 100 Unicorn Park Drive Woburn, MA 01801
CONTACT NAME: Adam W. DeSanctis
PHONE (A/C, No, Ext): 781-935-8480 FAX (A/C, No): 781-933-5645
INSURER(S) AFFORDING COVERAGE
INSURER A: Starr Indemnity & Liability Co NAIC # 38318
INSURER B: Endurance American Specialty 41718
INSURER C: Rockhill Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Highway Materials and DPW Services, Project No. 3386185 "ADDITIONAL INSURED'S LIMITS ARE NO GREATER THAN THOSE REQUIRED BY WRITTEN CONTRACT." The Town of Medway is named as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER: MEDWA-1, Town of Medway, 155 Village Street, Medway, MA 02053
CANCELLATION: 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: [Signature]

# AGENDA

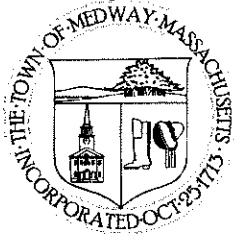
## ITEM #12

**Approval – Contract with Murray Paving & Reclamation Inc. for Milling & Reclamation Services - \$300,000**

**Associated backup materials attached:**

- Memo – Thomas Holder
- Bid Results
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Murray Paving & Reclamation Inc. for milling and reclamation services in an amount not to exceed \$300,000.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

---

*Entrusted To  
Manage The  
Public  
Infrastructure*

---

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services

Date: April 4, 2016

RE: **Murray Paving & Reclaiming, Inc. – Pavement Milling and Reclam**

---

Please find attached three (3) copies of a contract for **Murray Paving & Reclaiming, Inc. – Pavement Milling and Reclam**

Contract provides for labor and material to **Pavement Milling and Reclam** on streets to be paved. Total contract amount not to exceed \$300,000 for 2 years

**Bid opening results based on TOTAL COST for both milling and Reclam**

<b>Murray</b>	<b>\$342,000</b>
Garrity	\$364,000

We greatly appreciate your consideration of this issue.



## Pavement Reclamation, Milling and Cold Planing - BID TOTALS

<b>Murray</b>	Per Sqaure Yard	Square Yards	Years	Sub-total
Milling	\$1.55	30,000	2	\$93,000.00
Reclam	\$1.50	75,000	2	\$225,000.00
Hauling	\$6.00	2,000	2	\$24,000.00
			TOTAL	\$342,000.00

<b>Garrity</b>	Per Sqaure Yard	Square Yards	Years	Sub-total
Milling	\$1.40	30,000	2	\$84,000.00
Reclam	\$1.80	75,000	2	\$270,000.00
Hauling	\$2.50	2,000	2	\$10,000.00
			TOTAL	\$364,000.00

## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for MILLING & RECLAMATION (hereinafter referred to as the "Services"), by and between Murray Paving & Reclamation Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 55 Whitney Street, Holliston, MA 01746, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, MILLING & RECLAMATION and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$300,000. (Three Hundred Thousand Dollars)

## **ARTICLE 5: PAYMENT**

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover

other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

#### **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

##### **Town of Medway:**

Town of Medway - DPS  
David D'Amico, DPS Deputy Director  
155 Village Street  
Medway, MA 02053

##### **Murray Paving & Reclamation Inc**

Steve Johnson  
Treasurer  
55 Whitney Street  
Holliston, MA 01746

#### **ARTICLE 9. INSURANCE**

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall

not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims **of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association** arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

#### **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

#### **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
- (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 15: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

#### **ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

## **ARTICLE 18: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

## **ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

## **ARTICLE 20: SCHEDULING AND PENALTIES**

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.

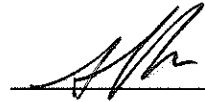
(e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR: Murray Paving & Reclamation Inc**

**TOWN OF MEDWAY  
By its Board of Selectmen**

By: 

\_\_\_\_\_

Title: TRASURER

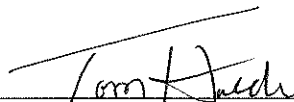
\_\_\_\_\_

Corporate Seal:

\_\_\_\_\_

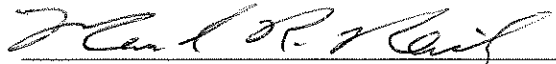
\_\_\_\_\_

\_\_\_\_\_

 3-21-16  
Thomas Holder -- Director  
Department of Public Service

DATE Signed: \_\_\_\_\_

  
Town Accountant

Approved As To Form  
  
Town Counsel

Dated: 3/31/16

Dated: 3-24-16

Funding Source:

Account: ACCOUNT VARIOUS



Exhibit C

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

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

Name (please print or type) \_\_\_\_\_ Social Security Number \_\_\_\_\_

**Corporate**

*MURRAY DAVIS & RECLAMATION INC*  
Corporate Name (please print or type) \_\_\_\_\_

*[Signature]* \_\_\_\_\_ *3/12/16*  
Signature of Corporate Officer \_\_\_\_\_ Date \_\_\_\_\_

*Stephen E Johnson* \_\_\_\_\_ *Treasurer*  
Name of Corporate Officer (please print or type) \_\_\_\_\_ Title \_\_\_\_\_

*07317 8122*  
Taxpayer Identification Number \_\_\_\_\_

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Exhibit D

**CERTIFICATE AS TO CORPORATE BIDDER**

I Arnold G Johnson

Certify that I am President-Clerk of the

Corporation named as Bidder in the within Bid Form that Stephen G Johnson

\_\_\_\_\_ who signed said Bid Form on behalf of the Bidder was then

Treasurer of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for

and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Arnold G Johnson  
(Signature)

CLERK - PRESIDENT  
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

MURRAY PAVING + RECLAIMATION INC held on 1/11/16 it  
(Name of Corporation) (Date)

was voted that:

Stephen E Janson  
(Name)

Treasurer  
(Officer)

Of this company, he and she 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

Treasurer under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: A G Jh  
TITLE: CLERK - PRESIDENT

PLACE OF BUSINESS: 55 WHITNEY ST  
HOLLISTON MA 01746

DATE OF THIS CONTRACT: 1/11/16

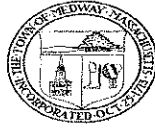
I hereby certify that I am the clerk of the MURRAY PAVING + RECLAIMATION INC  
(Name of Corporation)

And that Stephen E Janson is duly elected TREASURER  
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

A G Jh  
(CLERK)

CORPORATE SEAL:



*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**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.

*Tolson*

\_\_\_\_\_  
Signature of individual submitting bid or proposal

*MURRAY DANNING + RECLAMATION INC.*

\_\_\_\_\_  
Name of Business (please type or print)

Exhibit G

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**OSHA TRAINING**

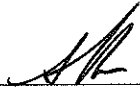
Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract 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.

**COMPLETE AND SIGN BELOW:**

  
\_\_\_\_\_

Authorized Person's Signature

3/12/16  
\_\_\_\_\_

Date

Stephen E Johnson Treasurer  
\_\_\_\_\_

Print Name & Title of Signatory

MULLA PAVING & RECONSTRUCTION INC  
\_\_\_\_\_

Name of Contractor

# **AGENDA**

# **ITEM #13**

**Discussion – Medical Marijuana Cultivation  
Facility**

**No associated backup materials attached.**

# AGENDA

# ITEM #14

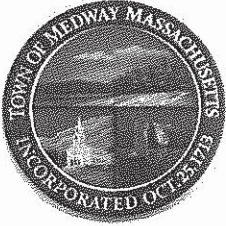
## **Approval – One-Day Liquor Licenses**

- a. Frank Arego – Thayer Homestead – April 16, 2016
- b. Aileen Kearney – Thayer Homestead - April 30, 2016
- c. Kirk Steinhoff – Thayer Homestead – May 7, 2016

### **Associated backup materials attached:**

- One-day License Applications
- Police Chief's Recommendations

**Proposed Motion:** I move that the Board approve one-day liquor licenses for Frank Arego, Aileen Kearney, and Kirk Steinhoff for their events at the Thayer Homestead on April 16, April 30 & May 7, 2016 subject to the Police Chiefs recommendations and evidence of appropriate insurance coverage.



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
Ph. (508) 533-3264 Fax: (508) 321-4899

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol \_\_\_\_\_ Wine and Malt [checked]

Event Family (Grego) 50th Bday Party

Name of Applicant Frank & Betty Grego & Family Members

Address [Redacted]
FID# [Redacted]

Phone [Redacted] Fax ( ) \_\_\_\_\_ Email [Redacted]

Non-Profit Organization Y \_\_\_\_\_ N \_\_\_\_\_
Attach non-profit certificate of exemption

Event Location Thayer House

Event Date Apr 16, 16

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y \_\_\_\_\_ N [checked]

Estimated attendance 35

Will there be an age restriction? Y \_\_\_\_\_ N [checked] (Family Party)
Minimum age allowed:



How, where and by whom will ID's be checked? Adults + sm kids

Is there a charge for the beverages? Y \_\_\_\_\_ N    
 Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_   
 Attach Proof of Alcohol Server Training \_\_\_\_\_

Provisions for Security, Detail Officer n/a

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:   
 Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application \_\_\_\_\_

Applicant's Signature Mary E Arego

Applicant's Name Mary E, Frank Arego

Address \_\_\_\_\_   
 Phone \_\_\_\_\_

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_   
 315 Village St \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_   
 44 Milford St \_\_\_\_\_ Date \_\_\_\_\_

Board of Health \_\_\_\_\_   
 Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

Building Department \_\_\_\_\_   
 Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 21, 2016

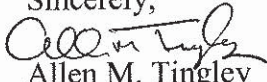
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- 50<sup>th</sup> Birthday Party

I have reviewed the request from Frank and Beth Arego for a one day liquor license for a 50<sup>th</sup> Birthday Party, to be held at the Thayer House, 2B Oak Street, on April 16, 2016. I approve of the issuance of this one day liquor license with the stipulation that the wine, and beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police

**Board of Selectmen**

Dennis P. Crowley, Chair  
John A. Foresto, Vice-Chair  
Richard A. D'Innocenzo, Clerk  
Glenn D. Trindade  
Maryjane White



Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3264  
Fax (508) 321-4988

**TOWN OF MEDWAY**  
**COMMONWEALTH OF MASSACHUSETTS**

*bos@townofmedway.org*

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol  Beer + wine Wine and Malt

Event First Communion

Name of Organization St. Peter's Church

Address [Redacted]

SS# or FID# [Redacted]

Phone [Redacted] x ( ) Email \_\_\_\_\_

Non-Profit Organization Y  N   
Attach non-profit certificate of exemption

Event Location Thayer House

Event Date April 30, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y  N

Estimated attendance ~50 (which includes children)

Will there be an age restriction? Y \_\_\_\_\_ N

Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? N/A

Is there a charge for the beverages? Y \_\_\_\_\_ N

Price structure: \_\_\_\_\_

Alcohol server(s)

Attach Proof of Alcohol Server Training

N/A

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 3/18/15

Applicant's Signature \_\_\_\_\_

Applicant's Name Aileen Kearney

Address \_\_\_\_\_

Phone \_\_\_\_\_

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 29, 2016

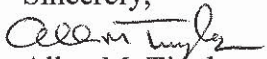
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- First Communion Party

I have reviewed the request from Aileen Keaney for a one day liquor license for a first communion party, to be held at the Thayer House, 2B Oak Street, on April 30, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcohol, wine and beer will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy and that a responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals being served alcohol at the shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,

  
Allen M. Tingley  
Chief of Police



### Town of Medway

## BOARD OF SELECTMEN

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

#### APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol \_\_\_\_\_ Wine and Malt  (There will be beer & wine only)

Event Ryan Harvey Charity Fund Raiser

Event Location Thayer House

Event Date May 7, 2016

Event Hours 5pm - 11pm (No later than 1:00 AM; Last call 12:30 AM)

Name of Organization/Applicant Kirk Steinhoff

Address [Redacted]

FID# [Redacted]

Phone [Redacted]

Non-Profit Organization Y  N \_\_\_\_\_

Attach non-profit certificate of exemption

Is event open to the general public? Y  N \_\_\_\_\_ (Tickets sold prior to event)

Estimated attendance 90-100 people

Will there be an age restriction? Y  N \_\_\_\_\_

Minimum age allowed:

All attendees will be adults





# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 21, 2016

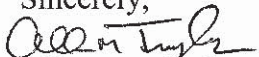
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Ryan Harvey Charity Fundraiser

I have reviewed the request from Kirk Steinhoff for a one day liquor license for the Ryan Harvey Fundraiser, to be held at the Thayer House, May 7, 2016. I approve of the issuance of this one day wine and malt license with the stipulation that the wine and malt will be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy. There will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party

Sincerely,

  
Allen M. Tingley  
Chief of Police



# AGENDA

# ITEM #15

## **Approval – Special Event Permits**

- a. Medway Youth Baseball Opening Day Parade – April 24, 2016
- b. Braking AIDS Ride – September 23, 2016
- c. 5<sup>th</sup> Annual Bicycle Ride for Food – September 25, 2016

### **Associated backup materials attached:**

- Special Event Request & Police Chief's Recommendations – Medway Youth Baseball
- Letter, Proposed Route & Police Chief's Recommendations – Braking Aids Ride
- Letter & Police Chief's Recommendations – Ride For Food

**Proposed Motion** I move that the Board approve special event permits for Medway Youth Baseball opening day parade April 24, the Braking AIDS Ride September 23, and the 5<sup>th</sup> Annual Ride for Food on September 25, 2016 subject to the Police Chief's recommendations.



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**PUBLIC EVENT APPLICATION  
(PARADE, ROAD RACE, PERFORMANCE OR ASSEMBLY)**

Today's Date: 3/19

Applicant Name: MATT FLOTTA

Applicant's Organization: MEDWAY YOUTH BASEBALL

Contact Name: MATT FLOTTA

Address: [REDACTED]

Telephone # [REDACTED]

Email: [REDACTED]

Event Date and Hours: 12:00 NOON - 1:00 PM APRIL 24<sup>th</sup>

Location of Event: (Must provide written permission of property owner)

For Parades, Marches, Road Races: Assembly Location, Route, Dispersal Location:

ROUTE McGovern - walking to CASSIOW FIELD

LOVERING ST. TO MAPLE TO WINTHROP TO  
CASSIOW FIELDS

[Attach map of route]

Description of Event and Proposed Activities:

MYB OPENING DAY PARADE

Expected Number and Type of Participants (persons, animals, vehicles):

350 - 400

Audience/Spectator Estimate: 100 - 200

Describe all crowd control, traffic control, or other safety measures:

COACHES AND SEVERAL PARENTS AS WELL AS  
SOME MYB DIRECTORS WILL BE ON HAND TO WALK  
THE KIOS.

Insurance Information:

INSURANCE CERTIFICATE ATTACHED

Issuing Company:

Public Liability Coverage Limit:

**Requirements:**

You are required to provide the Town of Medway with Certificate of Insurance evidencing minimum public liability coverage of \$1,000,000/\$3,000,000 for the event and listing the Town of Medway as an additional insured.

You may be required to obtain a police detail or other additional municipal services. Costs for these are the responsibility of the applicant and prepayment, a deposit, or surety for payment may be required.

**NOTE:** Approval of permit is based upon Board of Selectmen's determination that event will not pose a substantial risk of endangering public health, safety or welfare, based upon its application of public safety criteria.

**If fundraising:**

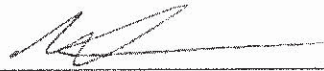
Provide evidence of non-profit status

Estimated expenses: \_\_\_\_\_

Estimated profit: \_\_\_\_\_

Describe how proceeds will be expended:

Applicant, By:



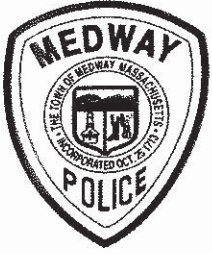
Signature

MATT PLOTTIS

Print Name, Title

- Food Permits - Contact Board of Health for requirements 508- 533-3206
- Fire Details-Permits - Contact Fire Department for required permits 508-533-3213
- Tents-Wiring-Signage - Contact Building Department for required permits 508-533-3253
- Police Details - Contact Police Department - Safety Officer - 508-533-3212

Workers Compensation Affidavit & Information Page from the Workers Comp. Policy must be submitted before license is issued.



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 22, 2016

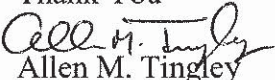
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Annual Medway Youth Baseball Parade

I have reviewed the parade route, for the annual Medway Youth Baseball Parade, scheduled for April 24, 2016. I would approve of the issuing of the permit with the stipulation that two detail officers be hired by the organization, to assure the safety of the parade participants and the movement of traffic during the parade. The parade route does require the closing of Lovering Street from Holliston Street to Maple Street, Maple Street from Pond to Winthrop Street and Winthrop Street from Maple Street to the back entrance to the park. The road closures are for a very short period of time.

Thank You

  
Allen M. Tingley  
Chief of Police



February 29, 2016

Dennis Crowley  
Board of Selectmen, Chairman  
Town of Medway  
155 Village Street  
Medway, MA 02053

Dear Mr. Crowley,

I am writing to request permission for BRAKING AIDS® Ride to travel through your jurisdiction on Friday, September 23, 2016. We are also notifying Chief Allen Tingley of the Medway Police Department of our intentions.

BRAKING AIDS® Ride is a three-day bicycle ride to benefit Housing Works, a major AIDS service organization headquartered in New York City and with offices around the country. Approximately 125 riders will join together to raise money and awareness to fight a disease that affects millions of Americans each year, including many right here in our area.

BRAKING AIDS® Ride is a fully-supported ride, not a race, with people of all ages, shapes, and sizes riding at their own pace. It will be an extremely challenging experience for all involved.

I have enclosed the route that we propose to use to travel through your jurisdiction. Please review the enclosed materials. We are not asking for any roads or lanes to be closed during our event. **If permission is granted, please fill out, sign and return the Notification and Approval of Event form attached.**

Since our proposed route winds its way briefly through your jurisdiction, we expect riders to be riding through your area from approximately 8:15 to 9:45 am on September 23, 2016

Please feel free to call me at 212.989.1111 or e-mail at [jkurtz@globalimpactpro.com](mailto:jkurtz@globalimpactpro.com) to discuss this request. We look forward to partnering with you to make a difference in the fight against AIDS in our community.

Sincerely,

Jessica Kurtz  
Logistics Assistant  
BRAKING AIDS® Ride

# BRAKING AIDS® Ride - Route Cues 2016

## Day 1

Segment Mileage	Total Miles	Turn	Note	Police/Motorcycle Safety support	Township or Borough
0.1	19.4	Bear Left	Onto Mill Street at Stop Sign		
1.0	20.4	Cross	Hollis Street onto Fiske Street at stop sign		<b>Holliston</b>
1.8	22.2	Bear Right	Onto Central Street at stop sign - <b>Unmarked</b>		
0.3	22.5	Left	Onto Franklin Street		
0.2	22.7	Bear Left	Onto Norfolk Street	Moto Safety	
0.8	23.5	Right	Onto Stoddard Park Road		
0.1	<b>23.6</b>	<b>Right</b>	<b>Into Stoddard Park/Lake Winthrop - Oasis 2</b>		
	23.6	Return	Onto Stoddard Park Road - <b>short climb</b>		
0.1	23.7	Right	Onto Norfolk Street at stop sign. Becomes Holliston Street		
0.7	24.4	Right	Onto Hill Street (easy to miss)	<b>Norfolk County</b>	<b>Medway</b>
0.9	25.3	Right	Onto Winthrop Street	<b>Middlesex County</b>	
1.2	26.5	Left	Onto Washington Street at light	<b>Moto Safety</b>	<b>Holliston</b>
0.2	26.7	Right	Onto Underwood Street		
1.2	27.9	Bear Right	To avoid Kim Place		
0.1	28.0	Left	Onto Chamberlain Street at stop sign - <b>Unmarked</b>		
0.1	28.1	Left	Onto Andrew Lane		
0.3	28.4	Left	Onto Gorwin Drive		
0.6	29.0	Right	Onto Marshall Street at stop sign - <b>Unmarked</b>		
0.4	29.4	Left	Onto Hanlon Road		
0.7	30.1	Bear Right	To avoid Adams Street (unmarked?) - <b>begin climb</b>		
0.9	31.0	Left	Onto Route 85	<b>Moto Safety</b>	<b>Milford</b>



# Medway Police Department

315 Millage Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 4, 2016

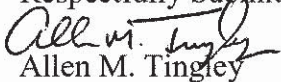
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: Braking AIDS bike ride

I have reviewed the bicycle route mapped out for the Braking AIDS Ride, scheduled for September 23, 2016. I would approve of the issuing of the permit for this bicycle ride with the stipulation that one detail officers be hired by the organization, to assure the safety of the bicyclists and the movement of traffic during the bicycle ride. The detail officer would be stationed at the intersections of Hill and Holliston Street to assist the bicycle riders through this heavily traveled intersection, between the hours of 8:15AM to 9:45AM.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police



February 12, 2016

Board of Selectmen  
155 Village Street  
Medway, MA 02053

Dear Board of Selectmen,

I am writing to request permission to direct a portion of our fifth annual bicycle Ride for Food through Dedham on Sunday morning September 25<sup>th</sup>, 2016. As in the past, the purpose of the Ride for Food is to raise awareness and funds to combat hunger in New England communities. This year the Ride for Food will benefit the food pantries of Dedham, Needham, Newton and Wellesley as well as the following hunger relief organizations, A Place to Turn, Boston Area Gleaners, Food for Free, Food Link, The Food Project, Fresh Truck, Gaining Ground, JF&CS Family Table, Open Table, Ripples of Hope, The Urban Farming Institute of Boston, The Women's Lunch Place, and the Waltham Fields Community Farm.

Only riders choosing the 50 mile route (<http://ridewithgps.com/routes/2460525>) will travel through Medway, and should be coming through between 8:00 and 10AM. Based on last year's percentages of riders choosing the 50 mile option, we estimate that approximately 150 riders will be cycling through your town, and will do so on a staggered basis leaving Dedham at between 7:00 and 8:00 and will be coming briefly into Medway via Millis by Village Street. Riders will take a right onto Holliston Street crossing Route 109 at the light and then travel into Holliston from there.

I have also included our insurance certificate with Medway being an additional insured.

Thank you for considering this proposal. Please contact me at 781-775-0125 or at [greg@threesquaresne.org](mailto:greg@threesquaresne.org) if you have any further questions.

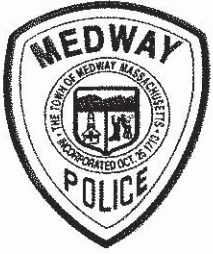
Best Regards,



Greg Jundanian

cc: Chief Allen Tingley





# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

March 24, 2016

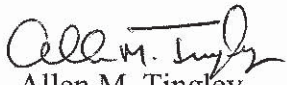
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

RE: Bicycle Ride for Food

I have reviewed the bicycle route, for the Bicycle Ride for Food, scheduled for Sunday September 25<sup>th</sup> 2016. I would approve of the issuing of the permit with the stipulation that one detail officer be hired by the organization (intersection of Main and Holliston Street) to assure the safety of the riders and the movement of traffic during the bicycle ride.

Respectfully Submitted,

  
Allen M. Tingley  
Chief of Police

# AGENDA

## ITEM #16

**Approval – Banner Display Request – Medway  
Pride Day**

**Associated backup materials attached:**

- Banner Display Request Form

**Proposed Motion:** I move that the Board approve the banner display request for Medway Pride Day.

**TOWN OF MEDWAY  
Banner Display Request**

Organization Name: Medway Pride Day  
Event for which banner is displayed: same  
Date(s) of event: May 21 2016  
Dates Requested : May 14-21 2016  
Applicant Name/Responsible Party: Sarah Stone  
Address/Telephone: [REDACTED]

Use this space to illustrate banner message, including logos and sponsor(s), or include attachment: <u>Medway Pride Day Middle School</u> <u>3rd Saturday in May 10-4</u> <u>medwaypride.org</u>
1. Fee of \$60 is due within seven (7) days of booking and prior to the banner display (see policy for exception). Checks should be made <b>payable to the Town of Medway</b> .
2. If cost to hang and remove banner exceeds \$60, applicant will be invoiced for the balance, and must be paid within thirty (30) days of invoice date.
3. Banners must be dropped off at Town Hall between seven (7) and two (2) days prior to the scheduled display.
4. Banner will be displayed as permitted herein, unless circumstances, such as weather, scheduling changes or staff availability cause delays.
5. Banner must be in good condition, and may be rejected if in poor condition or deemed a safety hazard.
6. Banners must be picked up at Town Hall within seven (7) days of being notified it has been taken down. Banners not claimed within fourteen days (14) may be discarded.
7. Dates may be booked no later than one year in advance of booking.
8. Length of banner should be between twenty (20) and twenty-five (25) feet.
9. Minimum standards for banner: 19 oz. banner vinyl, webbed, hemmed, grommets, "D" rings, reinforced corners, and wind holes.
10. Banners will be displayed only at the approved location on Main Street (at Medway Plaza).
11. In the event of a Town Meeting or Election, the Town's banner will take precedence over an approved request.

I acknowledge that I have received a copy of the Banner Display Policy and agree to any and all conditions therein.

Sarah Stone  
Name

[Signature]  
Signature

3/30/16  
Date

# **AGENDA**

# **ITEM #17**

## **Action Items from Previous Meeting**

### **Associated backup materials attached:**

- Action Items List

	DATE	ACTION ITEMS BOS	WHO	COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/4/2013	Brentwood Project	DPS	Ongoing
4	2/3/2014	Cable license renewals ; Mtg of Cable Advisory Com; Ascertainment Process	TA/CAC	Ongoing
5	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
6	1/20/2015	Playground concepts for Idylbrook and existing locations	G. Trindade	Future Town Meeting
7	2/24/2015	\$1.1 mil environmental bond bill; Choate Improvements; prepare technical proposal for state funding in FY17	TA/BOS	Ongoing
8	2/28/2015	Database of searchable minutes/Update Town Website	TA/IS	Ongoing
9	10/13/2015	Policy on Land Acceptances - BOS v ConCom	BOS/ PEBD	Winter 2016
10	11/2/2015	Discussion - solid waste and recycling fees	BOS/DPS	Winter 2016

# **AGENDA**

# **ITEM #18**

## **Approval of Warrants**

Warrants to be provided at meeting

# **AGENDA**

# **ITEM #19**

**Town Administrator's Report**

# **AGENDA**

# **ITEM #20**

**Selectmen's Reports**