

Board of Selectmen

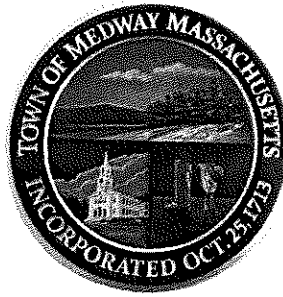
Maryjane White, Chair

Richard A. D'Innocenzo, Vice-Chair

Dennis P. Crowley, Clerk

Glenn D. Trindade

John A. Foresto



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TOWN OF MEDWAY

COMMONWEALTH OF MASSACHUSETTS

Board of Selectmen's Meeting

December 18, 2017 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. Approval of Minutes: December 4, 2017, December 11, 2017
2. Report from the Tri County School Committee Representative
3. Discussion – Water Treatment Options
4. Discussion – Recreational Marijuana – Possible Special Election & Special Town Meeting
5. Approval – Contract with Metro West Collaborative Development, Inc. Glen Brook Way Apartments, LLC and the Medway Affordable Housing Trust for the Affordable Community Housing at Glen Brook Way Apartments - \$1 Million (\$500,000 CPC & \$500,000 AHT)
6. Approval – Contract with Argus Construction Corporation for Improvements to Oakland Park - \$1,304,000
7. Approval – Contract with Mountain View Landscapes and Lawncare, Inc. for Improvements to Choate Park – \$1,922,000
8. Approval – Contract with Vermont Recreational Surfacing & Fencing, Inc. for Improvements to Choate Park: Tennis Courts - \$302,419
9. Approval – Extension of Alcohol License Hours, December 31, 2017 – Off-Premises Licenses Only
10. One-day liquor License Applications:
 - a. Jeff Ingalls – Thayer Homestead – 2/3/2018
 - b. Team Rice Remax/Carl Rice – Thayer Homestead – 2/10/2018
11. Action Items from Previous Meeting
12. Town Administrator's Report
13. Selectmen's Reports
14. Executive Session- Exemption 3: To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares, (1 Gray Squirrel Circle).

For more information on agenda items, please visit the Board of Selectmen's page at
www.townofmedway.org

Upcoming Meetings, Agenda and Reminders

January 2, 2018 ---- Regular Meeting

January 16, 2018 ---- Regular Meeting

AGENDA ITEM

#1

Approval of Minutes

Associated back up materials attached:

- *December 4, 2017*
- *December 11, 2017*

1 **Board of Selectmen's Meeting**
2 **December 4, 2017 -- 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5

6 **Present:** Maryjane White, Chair; Richard D'Innocenzo, Vice Chair; Dennis Crowley, Clerk; Glenn
7 Trindade; Member; John Foresto, Member
8

9 **Staff Present:** Michael Boynton, Town Administrator; Chief Allen Tingley; Courtney Riley, Director,
10 Council on Aging; Mary Becotte, Communications Director;
11

12 **Others Present:** MaryLou Staples, Chair, Council on Aging; Andy Rodenhiser, Chair, Planning Board; Jeff
13 Segarra, School Committee Member.
14

15 *****

16
17 At 7:01 PM Selectman White called the meeting to order and led the Pledge of Allegiance.
18

19 **Public Comments:**
20

21 Jeff Segarra stated he was present as a resource regarding the School Committee vacancy
22 timeline/process for appointment agenda item.
23

24 **Approval of Minutes: November 20, 2017**

25 *The Board reviewed the draft minutes of November 20, 2017.*
26

27 **Selectman Trindade moved that the Board approve the minutes for November 20, 2017. Selectman**
28 **Foresto seconded.** Discussion: Selectmen D'Innocenzo requested a change to page 5 line 8 switching
29 tax and their. Selectman White requested a change on page 2 line 48 of "Guernsey" to "Garnsey".
30 Selectman Crowley requested clarification on the Town Election and Town Meeting dates which were
31 provided by Town Administrator Boynton. Selectman Crowley requested clarification on Eversource
32 rates and what happens after the first six months expires relative to the Municipal Aggregation should a
33 resident opt-in. Mr. Boynton confirmed the final approved Eversource rates were received and were
34 included in the mailing to residents for comparison. Mr. Boynton stated residents will receive another
35 mailing with new rates every six months as the plan is to renegotiate rates every six months to mirror
36 Eversource rates. He stated we will need to determine if we want to continue with this process moving
37 forward. Mr. Boynton and Selectman White stated they fielded many questions from concerned and
38 confused residents throughout the day. Mr. Boynton stated there will be two forums for residents with
39 questions/concerns: (1) Wednesday, December 13th at 1pm at the Senior Center and (2) Tuesday,
40 December 19th at 7pm in Sanford Hall noting the December 19th session will be available for live viewing.
41 It was noted that most residents will save \$6-8/month. **Selectman Trindade withdrew the original**
42 **motion.**
43

44 **Selectman Trindade moved that the Board approve the amended minutes for November 20, 2017**
45 **reflecting the changes discussed. Selectman Foresto seconded. Vote: 5-0-0**
46

47 **Expenditure Authorization- 911 Grant for Dispatcher Training - \$30,194**

1 *The Board reviewed (1) the Notice of Grant Award. (2) Letter dated November 15, 2017 from the State*
2 *911 Department, (3) Contract with State 911 Department.*

3
4 Present: Chief Tingley

5
6 **Selectman Trindade moved that the Board authorize the expenditure of the 911 Support and Incentive**
7 **Grant funds for 911 training programs in the amount of \$30,194. Selectman D’Innocenzo seconded.**
8 Discussion: Chief Tingley explained this is an annual grant applied for and received over the past 20
9 years. Selectman Crowley asked if the amount had increased from the prior Fiscal Year. Chief Tingley
10 stated it has remained the same. **Vote: 5-0-0.**

11
12 **Expenditure Authorization- Fiscal Year 2018 Traffic Enforcement & Equipment - \$1,961.73**

13 *The Board reviewed (1) the Notice of Grant Award. (2) E-mail dated November 30, 2017 from the State*
14 *Executive Office of Public Safety (3) Contract with State Executive Office of Public Safety.*

15
16 Present: Chief Tingley

17
18 **Selectman Trindade moved that the Board authorize the expenditure of the Fiscal Year 2018 Traffic**
19 **Enforcement & Equipment Grant funds for traffic enforcement and equipment in the amount of**
20 **\$1,961.73. Selectman Foresto seconded.** Discussion: Chief Tingley stated this is fairly new. There are
21 three events the Department are required to staff for a minimum of eight hours in order to obtain the
22 funds including: (1) December 8th dealing with drunk driving; (2) May 4th the Click It or Ticket program
23 and (3) October’s drive sober campaign. He noted if they fulfill the participatory requirements, the
24 department can apply for additional funding for radar guns. Selectman Foresto stated his observation of
25 increased traffic enforcement which Chief Tingley confirmed. Mr. Boynton reiterated the Police will be--
26 focusing more on this as discussed at Fall Town Meeting. There was discussion regarding the West
27 Street/126 intersection with the potential for placement of Jersey Barriers. Mr. Boynton stated he is
28 looking to make this a 90 degree turn requirement and since this is also part of the Town of Bellingham
29 there will need to be a coordinated effort. **Vote: 5-0-0.**

30
31 **Report from the Tri County School Committee Representative**

32
33 Ms. Reynolds was unable to attend the meeting and will be rescheduled to present at a future
34 Selectmen’s meeting.

35
36 **Report from the Council on Aging**

37
38 Present: MaryLou Staples, Chair; Courtney Riley, Director

39
40 Ms. Staples reviewed the multiple work items focused on by the Council on Aging on while working
41 closely with Director Riley including: (1) Upgrading existing programs inclusive of the health and
42 wellness programs; (2) upgrading the kitchen facilities where lunch is provided 3 days per week and
43 breakfast every Thursday. This update is being funded by a generous donation from Bill Christopherson
44 noting a plaque will be installed in recognition of his generosity. (3) The two Outreach workers home
45 visits include assistance with applications for heating assistance, MassHealth, food stamps, and referrals
46 to multiple agencies such as Tri-Valley, WIC, New Hope Domestic Violence Advocates and the RSVP
47 program assisting Veterans with transportation. They have also worked closely with the Board of Health
48 and Police Department to assist with cases of homelessness and domestic violence concerns.

1 Ms. Staples shared the statistics from Fiscal Year 2017 which included: (1) 36 home consults, (2) 153
2 office consults, (3) 146 phone consults. The Shine volunteer has been very busy this month assisting
3 residents with health insurance needs during Medicare open enrollment. Ms. Staples noted the
4 numerous exercise programming available including yoga, Tai Chi, Zumba, aerobic chair exercise and
5 dance. There will be safety and self-defense classes for women the first and third Sunday of each month
6 beginning in January. Art classes are also offered featuring watercolor and acrylic painting. Help is also
7 available to assist with technology such as smartphones, iPads, etc. Many travel opportunities are also
8 organized including day, overnight, and longer trips. They also offer transportation to appointments
9 such as medical and beauty care and local banks, post offices, the library and grocery shopping. They
10 support many other programs including: (1) intergenerational veterans' projects where high school
11 volunteer students interview veterans and (2) a yearly 90th birthday party for all residents 90 and older
12 that includes a sit down meal with birthday cake.

13
14 Ms. Staples encouraged all to access their monthly Newsletter that is free and available at town hall, the
15 library and on the Town of Medway Website.

16
17 The Board asked Director Riley for an update on the kitchen upgrades. She stated it was gutted as of
18 today with the goal of a grand opening in January.

19
20 Selectman Crowley asked Ms. Staples to provide feedback on the following: (1) a monthly meeting with
21 a Selectman to answer questions the seniors may have. Ms. Staples agreed. The Town Administrator's
22 Office will coordinate implementation. (2) The CIPC is planning for capital needs so what is the one thing
23 they would ask for. Selectman Trindade stated he is aware of the need for painting, assessment of the
24 infrastructure and the new entry way. Selectman Crowley encouraged Ms. Staples to be sure to attend
25 CIPC meetings and contact them directly regarding their needs.

26 27 **Authorization of Chair to Execute 2017 Green Communities Annual Report**

28
29 **Selectman Trindade moved that the Board authorize the chair to execute the 2017 Green**
30 **Communities Annual Report.** Discussion: Town Administrator Boynton stated this report is in process
31 with Dave D'Amico and the new Compliance Officer assigned to this task now and moving forward. The
32 deadline for submission is prior to the next Selectmen's meeting and Mr. Boynton requested that
33 Selectman Foresto review the final draft prior submission. Selectman Foresto stated the importance of
34 submitting this report as the town has received over \$600,000 in funding.

35 **Selectman Trindade withdrew the original motion. Selectman Trindade moved that the Board**
36 **authorize the chair to execute the 2017 Green Communities Annual Report after conferring with**
37 **Selectmen Foresto for its completeness. Selectman Foresto seconded. Vote: 5-0-0.**

38 39 **Approval – Contract Amendment #2 – CBA Landscape Architects - \$115,500**

40 *The Board reviewed Contract Amendment #2 with CBA Architects for Contract Administration - \$115,500.*

41
42 **Selectman Trindade moved that the Board authorize the Chair to execute contract amendment #2**
43 **with CBA Architects for contract administration in the amount of \$115,500. Selectman D'Innocenzo**
44 **seconded.** Discussion: Town Administrator Boynton noted this is for project management and CBA will
45 serve as clerk of the works. The Department of Public Services (DPS) will work with CBA. Selectman
46 Crowley asked if this is a flat fee or hourly rate stating his concern with the contract language where CBA
47 as of the date of signing has the right after 12 months to renegotiate. He inquired since the work will
48 not begin until March, why not wait until February to sign so the 12 month clock starts then. Mr.

1 Boynton stated CBA wants confirmation of their involvement in the project. Selectman Crowley
2 requested a change to the 12 month renegotiation clause. Selectman D’Innocenzo had this same
3 question regarding this clause as well wanting to ensure the project starts in the spring of 2018. The
4 Town Administrator will ensure the contract is amended as requested. **Selectman Trindade withdrew**
5 **the original motion. Selectman Trindade moved that the Board authorize the Chair to execute**
6 **contract amendment #2 with CBA Architects for contract administration in the amount of \$115,500**
7 **once amended with the changes requested. Selectman D’Innocenzo seconded. Vote: 5-0-0.**
8

9 **Approval – Extension of Alcohol License Hours, December 24, 2017 – Off-Premises Licensees Only**

10 *The Board reviewed (1) Alcoholic Beverage Control Commission Calendar Year 2017 Legal Holidays and*
11 *Dates of Observance and (2) Massachusetts General Law 138 Section 15: Opening times the day before*
12 *a legal holiday.*
13

14 Selectman White asked if Off-Premises were liquor stores. Mr. Boynton confirmed yes.
15

16 **Selectman Trindade moved that the Board approve the extension of Alcohol License hours for**
17 **December 24, 2017 for Off-Premises Licenses only in accordance with Massachusetts General Law 138,**
18 **Section 15. Selectman Foresto seconded. No Discussion. Vote: 5-0-0.**
19

20 **Discussion – School Committee Vacancy Process**

21 *The Board reviewed the Draft School Committee Timeline/Process for Appointment document.*
22

23 Present: Jeff Segarra, School Committee Member
24

25 Town Administrator Boynton referred to the timeline document that was discussed at the last
26 Selectmen’s meeting and solicited questions from the Board as to their expectations for the December
27 14th date. He noted that as of today, there were three applicants. It was previously decided that if there
28 were greater than five applicants a screening committee comprised of both School Committee members
29 and Selectmen would review the applications and make its recommendation. Mr. Boynton noted that
30 per the Town Charter this is a joint roll call vote and the term is served until the next town election.
31 There was discussion regarding interviewing and appointing of a candidate on the same night, as a
32 majority of the Board would like time to discuss the interview results prior to the official appointment.
33 A majority of the Board requested to interview all applicants on Monday, December 11th and then on
34 Thursday, December 14th, appoint the candidate.
35

36 Jeff Segarra stated he would need to ensure the School Committee members and candidates are
37 available. The Board noted that the interviews would be taped by Medway Cable and available. Mr.
38 Segarra was in agreement with the plan as long as the interview session is taped and available for review
39 prior to the December 14th appointment.
40

41 Action Item Town Administrator’s Office: Contact Superintendent’s Office regarding planned changed to
42 process.
43

44 **One-Day Liquor License Requests:**

45 *The Board reviewed the Police Chiefs Recommendations for Lorie Brownell, Lisa Gravallesse, Jamie Van*
46 *Buren, and Joanna Chester and Kaitlin Nowicki for the events to be held at the Thayer Homestead on*
47 *January 1st, 11th, 14th, and 28th, 2018.*
48

1 **Selectman Trindade moved that the Board approve the one-day liquor licenses for Lorie Brownell, Lisa**
2 **Gravallese, Jamie Van Buren, and Joanna Chester and Kaitlin Nowicki for the events to be held at the**
3 **Thayer Homestead on January 1st, 11th, 14th, and 28th, 2018 respectively, subject to the Police Chief's**
4 **recommendations and proof of appropriate insurance coverage. Selectman Foresto seconded. No**
5 **discussion. VOTE: 5-0-0**

6
7 **Approval – 2018 License Renewals**

8 *The Board reviewed the list of existing licensees with approval status.*

9
10 Present: Andy Rodenhiser, Chair, Planning Board

11
12 **Selectman Trindade moved that the Board approve the license renewals for the businesses provided**
13 **in the Board's packet conditioned upon the receipt of all necessary documentation, payment and**
14 **departmental approvals required for renewal of the specific licenses. Selectman D'Innocenzo**
15 **seconded.** Discussion: Mr. Rosenhiser requested the Board defer voting on the license renewals in
16 order to provide the Building Inspector with the time and opportunity to obtain zoning compliance from
17 all licensees. He noted there are some long standing zoning compliance issues that have not been
18 addressed and that some locations are not aware they are out of compliance. He would like the Building
19 Inspector be provided with the resources to resolve these non-compliance zoning issues. Town
20 Administrator Boynton noted the motion specifically states pending departmental approvals so there is
21 no need to amend the motion. Mr. Boynton will meet with Mr. Rosenhiser and the Building Inspector
22 regarding zoning compliance. The Board requested an updated list of the status of all licensees at their
23 next meeting with zoning compliance to be included. **VOTE: 5-0-0**

24
25 **Action Items from Previous Meeting:**

26 *The Board reviewed the Action Items list dated November 20, 2017.*

27
28 **Cable License Renewal:** Selectman Foresto stated the completion date should be September of 2018.

29
30 **DPS Facility:** Mr. Boynton reported he received the final ANR draft, which will be reviewed by the
31 Planning board before the end of the month. He reviewed the new dimensions of parcel A noting the
32 site dimensions should be finalized in January. Town Counsel continues to address the resolution of the
33 issues with the taking of 13R Chestnut Street. The DPS Building Committee should plan to meet after
34 the first of the year. Selectman Crowley asked if the committee appointments are up to date for the
35 DPS Building Committee along with the contract. Action Item Town Administrator's Office: Confirm
36 committee and contract is current.

37
38 **Water Treatment Options:** This was removed from the December 18th agenda but will be put back on if
39 there is no need for School Committee Candidate interviews.

40
41 **Town Administrator's Report:**

42
43 **Municipal Aggregation Update – Eversource Rate Confirmation:** This was previously discussed.

44
45 **Main Street Sidewalks – Plowing Issues:** Mr. Boynton reported the continuation of actively pouring
46 sidewalks on the south side of Main Street but is not sure if they will all be completed prior to project
47 shut down for the winter. He anticipates issues with the northerly/Plaza side with the need for caution
48 with sidewalk plowing. He stated the Town will not be plowing sidewalks on the Plaza side and will work

1 with the School Department with any concerns. There was further discussion by the Board regarding
2 the most efficient means to ensure sidewalk safety for the residents and ensuring the residents are
3 aware of the need for caution this winter when snow is covering these sidewalk areas.
4

5 Mr. Boynton stated DPS is actively trying to find plowing contractors and loaders for snow removal
6 noting this is an issue in Franklin as well. He stated a contributing factor for the lack of available plowing
7 contractors is in part due to the fact that the commercial businesses with large parking lots pay the
8 contractor's a stipend regardless of whether it snows and additional funds for actual plowing where we
9 only pay if it snows.

10
11 Permit Revenue Tracking: We continue to be off approximately \$100,000 and to closely monitor this
12 revenue line item.

13
14 Health Insurance Process Update: We have an Insurance Advisory Committee meeting scheduled for
15 tomorrow. We will continue to be watching trends hoping our July and August numbers are better but
16 anticipate we will still be looking at a double digit health increase due to high claims experience. We
17 need one more month of data hoping our trends improve thereby allowing us to get the best rates when
18 we send out the RFP.

19
20 **Selectmen's Reports:**

21
22 Selectman White stated she was contacted by Lisa Lekas, coordinator of the High School Day of Giving
23 scheduled for Monday, January 15th at the Memorial School Cafeteria requesting the Board to have a
24 table at the event. The types of tables in the past include one for the food pantry, diapers, etc. The
25 Board requested Selectman White to contact them directly and they will work on the specifics of who
26 will attend and what type of table they will support.

27
28 **8:15 PM Selectman Trindade moved that the Board move into Executive Session Under Exemption 6:**
29 **To consider the purchase, exchange, taking, lease, or value of real property if such discussion may**
30 **have a detrimental effect on the negotiating position of the governmental body and the Chair so**
31 **declares [topic: Glen Brook Way] with no intention of returning to open session. Selectman Foresto**
32 **seconded and it was so voted by roll call: 5-0-0 (Crowley, aye; D'Innocenzo aye Foresto, aye; Trindade**
33 **aye; White, aye).**

34
35 Respectfully submitted,
36 Liz Langley
37 Administrative Assistant
38 Town Administrator's Office

1 **Board of Selectmen's Meeting**
2 **December 11, 2017 -- 7:00 PM**
3 **Sanford Hall, Town Hall**
4 **155 Village Street**
5

6 **Present:** Maryjane White, Chair; Richard D'Innocenzo, Vice Chair; Dennis Crowley, Clerk; Glenn
7 Trindade; Member; John Foresto, Member
8

9 **Staff Present:** Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator
10

11 **Others Present:** Armand Pires, Superintendent; Ellen Quinn, Administrative Assistant to the
12 Superintendent; School Committee—Diana Borgatti-Chair, Susan Dietrich, Ahn Le, Jeff Segarra
13

14 *****

15
16 At 7:00 PM Selectman White called the meeting to order and led the Pledge of Allegiance.
17
18

19 **Joint Interviews of Applicants for School Committee Vacancy with School Committee**

20 *The Board reviewed the letters of interest and resumes for the following applicants; (1) Katie Brown, (2)*
21 *Carla Cataldo, (3) Rondi Chapman, (4) Amanda DelConte, (5) Jane Harris and (6) Cynthia Sullivan*
22

23 Selectman White requested the Selectmen's opinion on not broadcasting tonight's meeting. Selectman
24 Foresto stated he would like to see the meeting broadcasted for the following reasons: (1) It is a public
25 meeting, (2) residents are expecting it to be live broadcast and (3) the Selectmen have received negative
26 feedback in the past regarding not broadcasting meetings. Selectmen Trindade and Crowley were in
27 agreement on the live broadcasting and sequestering of candidates.
28

29 Chair Borgatti stated that since all candidates were not available for sequestering, there would be no
30 guarantee of those not present having an unfair advantage of watching/listening to questions ahead of
31 their scheduled interview time. It was noted that one of the six candidates is not in attendance.
32

33 The Board of Selectmen requested to broadcast the meeting live and asked the candidates present if
34 they had any objections. All the candidates present did not have any objection to the live broadcast.
35

36 Selectman White thanked each candidate for their interest noting the importance of the position. She
37 stated this would be filling the vacancy through May as the position would then be placed on the ballot
38 for the May Town Election. Selectman White explained the interview process to each candidate as they
39 were called up to be interviewed including: (1) the interview time allotment of 20 minutes for each
40 therefore requesting concise responses, (2) each candidate will be asked the same four questions by Ms.
41 Borgatti and (3) if time allows, the Board may ask follow-up questions of each candidate.
42

43 **Carla Cataldo:**

44
45 Ms. Cataldo explained her background. She has been a Medway resident since 1995. She is self-
46 employed as a professional development consultant, assisting non-profits with grant funding. She has
47 worked in politics in various forms including the Federal, State and Municipal governments.

1 She became involved in the Fin Com immediately once she became a Medway resident. She has two
2 children. Her 23 year old was a graduate of the Medway High School Class of 2012. Her 20 year old is
3 currently receiving special education services in the district.
4

5 What interests you the most about being on the School Committee, and, whether you are appointed or
6 not, would you run for election in May?

7 Ms. Cataldo stated she has run for the School Committee in the past, has children in school system and
8 has been involved for over 18 years in the schools including SEPAC. She stated she is not sure if would
9 run again in May if not appointed.
10

11 Selectman White asked if she would run in May if appointed and Ms. Cataldo stated yes. Mr. Segarra
12 asked for clarification if Ms. Cataldo would run in May if she was not appointed. Ms. Cataldo stated she
13 had not thought about that option.
14

15 What do you feel the commitment for a school committee member is, and what involvement have you
16 had with the Town or Medway Schools that has prepared you for this position?
17

18 Ms. Cataldo stated that being a parent of a special needs child, she needed to become an expert in
19 Special Education and insurance and had to learn from the ground up. She has a lot of experience with
20 classroom teachers, counselors, testing requirements and is familiar with the staff with two children in
21 the school system. She understands the commitment since she is involved with other Town committees
22 noting the when appointed to the Cultural Council, it was a five member board. Over time the
23 committee was down to one and she was instrumental in rebuilding the membership.
24

25 Selectman Trindade asked specific to the School Committee, what she thinks the time commitment
26 would be to do as she would want. Ms. Cataldo stated to be effective, you need to be involved with a
27 lot of people and have a sense of what is involved. Selectman Trindade then asked about ideas on
28 improving communication and involvement with parents and the school committee. Ms. Cataldo stated
29 it is important to appeal to the parents when they note interest as there are many committees to get
30 them involved in. She attended the elementary PTO meeting to understand their issues and works from
31 home so is readily available.
32

33 Selectman Crowley asked for Ms. Cataldo's opinion on full time kindergarten. She stated there are
34 multiple issues to be addressed including full time kindergarten, recess, etc. and decisions should be
35 evidence based. She agrees full time kindergarten is beneficial to all students especially those with
36 special needs.
37

38 What do you see as the current challenges and opportunities for the Medway Public Schools?
39

40 Ms. Cataldo stated there are a lot of wonderful opportunities and committed people noting the new
41 high school is a gem. She would like to work on taking advantage of resources in the area, i.e. local
42 colleges and be proactive to bring those resources into the district, noting some of these are her clients.
43 She then discussed the challenges including (1) MCAS scoring disparities with low income and special
44 education students who need more attention and resources than are currently provided and (2) New
45 growth in town resulting in increased enrollments requiring sufficient plans in place to manage the
46 influx. She said the school's strategic plan is a wonderful roadmap and noted the budget reflects the
47 school department's plan and fiscal priorities. The strategic plan would drive what she would like to do.
48

1 A big part of your role on the School Committee is analyzing a lot of information and coming to an
2 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
3 that had a difference of opinion but you still needed to work together. What was the
4 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?
5

6 Ms. Cataldo stated when she was a member of the Finance Committee (Fin Com) their discussions on
7 resources was at a time when there were no reserves and the town did not have a good handle on their
8 finances. Therefore, trying to get anything done was a challenge, especially with budget numbers they
9 couldn't trust. However, they were successful in getting improvements over time including the new roof
10 and boiler at the Burke school. She needed to build consensus first on Fin Com, then with the Selectmen
11 and finally at Town Meeting to fund this project as a debt override was required. She was the Liaison to
12 the School Committee while on Fin Com.

13
14 The group asked for any final comments. Ms. Cataldo stated she would be humbled and honored to
15 accept Rich Eustis's seat. She looked at his committee assignments and is comfortable as the liaison
16 with those committees. She cited her expertise and experience being a volunteer in Medway and
17 experience with the strategic plan.

18
19 Jane Harris:
20

21 Ms. Harris reviewed her background as a 15 year resident of Medway with 4 children, three who started
22 in the school system from pre-kindergarten and continued to and through high school. Her 4th child is a
23 five year old. She is very invested in the town and schools and does a lot of teaching as a Nursing
24 Manager at Metro West Medical Center.

25
26 What interests you the most about being on the School Committee, and, whether you are appointed or
27 not, would you run for election in May?
28

29 Ms. Harris stated what interests her most is ensuring the success of all children stating she would run in
30 May whether appointed or not. She has been attending school committee meetings.

31
32 What do you feel the commitment for a school committee member is, and what involvement have you
33 had with the Town or Medway Schools that has prepared you for this position?
34

35 Ms. Harris stated the importance of collaboration with other board members and to have goals and
36 evaluate committee goals. She has seen an evolution with her involvement in the schools with her four
37 children and feels she can offer new perspectives to new issues. She cited her familiarity with budgetary
38 constraints from her administrative role at the medical center. She is an excellent problem solver and
39 looks outside of the box for effective solutions. She noted accessing community volunteer resources in
40 as a focus for her. She noted high school students are overwhelmed with the college process and would
41 like to develop a pathway beginning in Middle School of community volunteers and role models they
42 could shadow.

43
44 Mr. Segarra asked what she thought the time requirement would be. Ms. Harris stated she did not think
45 you can place a time limit on the commitment and would be willing to put in the time necessary to get
46 done what needs to happen to help the students to achieve.

47
48 What do you see as the current challenges and opportunities for the Medway Public Schools?

1
2 Ms. Harris stated the challenges included budgetary constraints and would like to see Math and Science
3 expansion starting in pre-kindergarten. She noted this leads to reasoning and logical thinking. She
4 noted a wealth of opportunities with the need to look outside of the box utilizing our Town resources,
5 i.e., shadowing. Another challenge is to look at ways to provide better education to special needs
6 children with one option of starting a parent volunteer program noting high school students are also
7 looking for volunteer opportunities.
8

9 A big part of your role on the School Committee is analyzing a lot of information and coming to an
10 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
11 that had a difference of opinion but you still needed to work together. What was the
12 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?
13

14 Ms. Harris stated she had a problem identifying one specific issue noting her need to collaborate a lot in
15 her position at the medical center. She cited an example of two patients both needing the OR but only
16 one OR team available and the action steps she took to resolve that issue.
17

18 Selectman Crowley asked for this candidate's opinion on full time kindergarten. Ms. Harris stated full-
19 time kindergarten is beneficial noting the need to start high quality math programs at young age based
20 on research. Kindergarten is a basic foundation and questioned if those children in half day are
21 receiving the same benefits as those in full day kindergarten. She has heard from many parents that
22 first graders are struggling.
23

24 Selectman Trindade asked the same question as previously noted above. Ms. Harris stated it is very
25 important for parents to be involved in the process and was astonished with lack of participation in the
26 School Committee meetings. She stated the need to increase publicizing that these meetings are
27 available live and on-line with one option of sending this information home with students. She noted
28 the need to search to find this information on line and suggested making this easier to locate on the
29 schools web site. Current e-mails from the schools are outstanding but could include the schedule and
30 agenda of these meetings.
31

32 The group asked for any final comments. Ms. Harris stated she looks forward to collaborating and
33 working with the team.
34

35 Amanda DelConte:
36

37 Ms. DelConte reviewed her background including her move to Medway six months ago specifically for
38 the schools. She lived in Milton previously for 11 years. She has twin 4 year olds and is invested in being
39 a part of the system where goals are achieved and executed in the best manner. She also wants to
40 make sure we are doing what is best for children from a policy perspective.
41

42 What interests you the most about being on the School Committee, and, whether you are appointed or
43 not, would you run for election in May?
44

45 Ms. DelConte stated she is most interested in looking at policies and the budget from a structural versus
46 emotional side. She stated she would more than likely run in May if she was not appointed. She stated
47 her sincerity in being invested in the schools and would like to get involved now that she has the
48 opportunity and can adjust her schedule to the time requirements.

1
2 What do you feel the commitment for a school committee member is, and what involvement have you
3 had with the Town or Medway Schools that has prepared you for this position?
4

5 Ms. DelConte stated this is a big responsibility requiring a lot of time, research, and doing your own due
6 diligence. She does not take it lightly that it will be time consuming. She has had no prior involvement
7 with the Town and Schools and therefore has no preexisting bias and the ability to see things as they
8 truly are.
9

10 What do you see as the current challenges and opportunities for the Medway Public Schools?
11

12 Ms. DelConte stated she understands there are several vacancies that need to be addressed and that full
13 day kindergarten has been approved. She stated she does not have information regarding the
14 challenges without having children in the system but would like to be more informed.
15

16 A big part of your role on the School Committee is analyzing a lot of information and coming to an
17 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
18 that had a difference of opinion but you still needed to work together. What was the
19 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?
20

21 Ms. DelConte cited her work in a financial consulting firm that is currently moving its focus. She is
22 constantly looking at how one firm and background worked looking for similarities and articulating what
23 works best. She noted daily occurrences of differing opinions working in a small firm with no ability to
24 hide citing the need for open dialog. Nothing is personal and noted the need to have conversations
25 regarding efficiency improvements and addressing issues that arise.
26

27 Selectman Crowley asked for this candidate's opinion on full time kindergarten. Ms. DelConte state she
28 thinks it is positive. There are a lot of expenses in pre-kindergarten and her children will have three
29 years of pre-kindergarten and therefore don't need part time kindergarten.
30

31 Selectman Trindade asked the same question as previously noted above. Ms. DelConte stated because
32 the schools take up some of the budget, the community should have a voice. This includes looking at
33 current programs and if interest and demand is there, then the budget should be reassessed. The
34 budget should be reassessed every five years regarding community interest.
35

36 The group asked for any final comments. Ms. DelConte asked the group if they are open to considering
37 someone who has lived in Medway for only 6 months. She wants to provide a fresh perspective with no
38 biases from past experience.
39

40 Katie Brown:
41

42 Ms. Brown reviewed her background. She has been a Medway resident for almost fifteen years. She
43 attended Notre Dame with the goal to work with the Department of Defense then decided her senior
44 year that her passion was education. She holds a Master's degree in special education and works with
45 out of district placements. She worked for Town of Medway for four years and is currently working in
46 the Natick schools. She has a daughter with a disability so knows how to be on both sides of table and is
47 very involved in the school. As the transition coordinator, her role is a blend of guidance counselor and
48 social worker as she helps plan for post-secondary placements working with many state agencies. Her

1 adjunct profession role involves teaching assessment of transitions skills and how to imbed these within
2 the Individual Education Plan.

3
4 What interests you the most about being on the School Committee, and, whether you are appointed or
5 not, would you run for election in May?

6
7 Ms. Brown stated it is in her blood to be on the school committee. Her father was president of the
8 School Board for many years and her husband has been on the Town's Fin Com. She would like to be on
9 the other side of how decisions are made having a unique perspective as an educator and parent. She
10 brings her skills of data analysis and program evaluation along with her knowledge of state mandates for
11 education. She stated she could not say if she would run in May if appointed without the experience to
12 actually understand the necessary commitment.

13
14 What do you feel the commitment for a school committee member is, and what involvement have you
15 had with the Town or Medway Schools that has prepared you for this position?

16
17 Ms. Brown stated until you are in it, it is hard to know the actual commitment. She expects a large time
18 commitment along with outside preparation with budget planning in the coming months. She is the
19 type of person to take on a lot. She was a member of the Medway Foundation for Education (MFE) for
20 eleven years specifically involved in fund raising and grant funding. She has taught CCD for ten years
21 and runs the Lego club in at the Memorial and McGovern schools which was a good fund raiser for the
22 MFE.

23
24 What do you see as the current challenges and opportunities for the Medway Public Schools?

25
26 Ms. Brown stated the opportunities include the strategic plan starting in 2016 as setting a path to
27 success. She noted the need for a systematic approach with the need to be strategic with the mission,
28 goals, and plans, as these need to adjust with state mandates. She noted the challenges include drawing
29 and maintaining good teachers and needing to maintain consistency in administration. She noted
30 having a strategic plan that included teacher support as crucial.

31
32 A big part of your role on the School Committee is analyzing a lot of information and coming to an
33 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
34 that had a difference of opinion but you still needed to work together. What was the
35 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?

36
37 Ms. Brown is currently a member of a committee tasked with developing a list of six qualities a high
38 school graduate must have. The committee is comprised of students, parents, the school principal and
39 teachers. It has been very challenging to decide on these and come to group consensus. Her view is
40 different from everyone else at the table so you need to listen and ask questions of the others. Content
41 mastery is not on the list as it is assumed that is a given, so qualities under consideration include
42 cooperation, collaboration, etc. She understands the need for compromise knowing that all are working
43 toward what is best for the students.

44
45 Selectman Crowley asked for this candidate's opinion on full time kindergarten. Ms. Brown stated as a
46 parent, she would have loved it. It is important for the special education students and those who
47 require it already do receive it. The State needs to have a mandate that kindergarten is important and
48 with that mandate should come funding and clearly thought through curricula.

1
2 Selectman Trindade asked the same question as previously noted above. Ms. Brown stated that her role
3 and career has been getting parents involved in the process. She noted parents' knowledge is not always
4 there while also acknowledging that their opinions matter. She holds parent events five times per year
5 to assist them in understanding their role to ensure their child's progress. What and how you can
6 partner at home with parents and that it goes both ways is important. She feels the committees, MFE,
7 PTO, etc. have been open and encouraged parent involvement and that mutual respect and trust are
8 needed to have that involvement.

9
10 The group asked for any final comments. Ms. Brown noted that her adjunct professor role is in the fall
11 only and close to ending so she would be available for this time commitment.

12
13 Rondi Chapman:

14
15 Ms. Chapman reviewed her background. She has lived in Medway for thirteen years and was a member
16 of Fin Com six years ago and on the CIPC prior to the Fin Com. She has two children in the school
17 system. She has a finance and accounting background.

18
19 What interests you the most about being on the School Committee, and, whether you are appointed or
20 not, would you run for election in May?

21
22 Ms. Chapman cited her interest noting with her finance background and the limited resources available,
23 she can add value with the current budgeting and planning needed. This is also what she likes to do.
24 She is not sure if she will run in May, stating she would spend the five months left in this position to
25 decide where she could be of most value for the town.

26
27 What do you feel the commitment for a school committee member is, and what involvement have you
28 had with the Town or Medway Schools that has prepared you for this position?

29
30 Ms. Chapman stated she has a kindergartener and a second grader which was the biggest push for her
31 to becoming involved. They have added to their home in town and plan to stay here. She is aware the
32 time committee is significant during the February to March budgeting season up to the time of May
33 Town Meeting. She stated her experience on the Fin Com for two years and the CIPC for one and one-
34 half years prior followed the time of budgetary issues with no cash flow to do capital planning has
35 prepared her for this role.

36
37 What do you see as the current challenges and opportunities for the Medway Public Schools?

38
39 Ms. Chapman stated the challenges are not specific to Medway as all are trying to do more with limited
40 resources and do the best for students while still be governed by Prop 2 ½. She noted the opportunities
41 include already having a great school system and the need to stay there. We have a lot of good people
42 in place and need to give them the resources they need to continue to do the great job they are doing.

43
44 A big part of your role on the School Committee is analyzing a lot of information and coming to an
45 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
46 that had a difference of opinion but you still needed to work together. What was the
47 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?
48

1 Ms. Chapman stated in her prior job, she was randomly put in charge of freight with many groups
2 involved with differences in opinion. She needed to bring the members of each group together to air
3 their issues and work together as to what would solve the identified issues.

4 Selectman Crowley asked for this candidate's opinion on full time kindergarten. Ms. Chapman stated
5 the data speaks for itself. We are down to six part-time kindergarten students. It is clear residents see
6 the value noting the School Committee has echoed same indicating that neighboring towns have gone
7 to full time kindergarten. The issue is now down to finding the funds and weaning off the revenue
8 stream.

9
10 Selectman Trindade asked the same question as previously noted above. Ms. Chapman stated any
11 parent involvement is helpful and the importance of encouraging their participation in meetings. She
12 suggested networking to inform parents that even small issues are worthwhile.

13
14 The group asked for any final comments. She stated she had no final comments but since most of the
15 Board are still here when she was on the Fin Com she thanked the Board for their service.

16
17 Cynthia Sullivan:

18
19 Ms. Brown reviewed her background. She has been a Medway resident for ten years, six of which she
20 served as member of the School Committee. She has a finance and accounting background. She cited
21 that she did not seek re-election when her last term ended due to personal reasons but sought out a
22 candidate to run who she felt was qualified.

23
24 What interests you the most about being on the School Committee, and, whether you are appointed or
25 not, would you run for election in May?

26
27 Ms. Sullivan stated she would run for election in May and would not be here if she was not interested in
28 running in May. She noted her past service on the committee so understands the role and the need
29 during this budget season. She can step in and function without needing to get up to speed. She
30 believes in education and likes to use her skills to foster positive learning and high academic
31 achievement.

32
33 What do you feel the commitment for a school committee member is, and what involvement have you
34 had with the Town or Medway Schools that has prepared you for this position?

35
36 Ms. Sullivan is very aware of the commitment based on her past service. She understands the need to
37 foster relationships with other town boards including the Selectmen, Fin Com and to participate in other
38 committees. She has served on the Recess Taskforce Committee that started in May and is wrapping up
39 their final recommendations.

40
41 What do you see as the current challenges and opportunities for the Medway Public Schools?

42
43 Ms. Sullivan stated the challenges include fostering a positive learning environment and culture. She
44 noted that in August of 2016, while participating in the leadership dinners and discussing what out of
45 the five goals of the strategic plan are most important, this was one goal that she sees as still a need to
46 be addressed. Without a positive environment, it is difficult to foster a positive learning/teaching
47 environment. She sees as opportunities, the ability to reach out to other stakeholders noting there is a
48 lot of dissatisfaction related to transparency and would like to help to effect change to that. She helped

1 to start the Superintendent chats with community members and believes there are other opportunities
2 for implementation of similar programs.

3
4 A big part of your role on the School Committee is analyzing a lot of information and coming to an
5 agreement for the benefit of the schools overall. Tell us about a time when you were part of a group
6 that had a difference of opinion but you still needed to work together. What was the
7 issue/disagreement, what actions did you take to resolve the issue and what was the outcome?
8

9 Ms. Sullivan works for a church on their financial and accounting systems where this is a lot of conflict.
10 Many of the groups had been managing their accounts at home and there were not a lot of internal
11 controls. Once a group had its own bank account, they are very adamant not to bring it into the
12 mainstream. She has set up accounting processes and has had to implement outreach with one specific
13 committee member to bring confidence and trust in the processes she has implemented.

14
15 Selectman Crowley asked for this candidate's opinion on full time kindergarten. Ms. Sullivan stated that
16 we should absolutely have tuition free full time kindergarten. It is no longer a choice but a need. She
17 understands that the half day students are mixed in with full day students noting the inequity for both
18 groups not getting the same opportunity. She believes the challenge will be to find finances to
19 implement and sustain this year after year.

20
21 Selectman Trindade asked the same question as previously noted above. Ms. Sullivan stated
22 communication and involvement with parents and the school committee is very important. Looking at
23 Massachusetts General Law, the Attorney General cites the more public participation the better.
24 Fostering parent communication and involvement is needed including looking at the public participation
25 policy and the frustration that parents are unable to generate dialog. She would like to see it adjusted
26 and to work to find ways to make that happen.

27
28 The group asked for any final comments. Ms. Sullivan stated she is aware that her level of commitment
29 has been questioned. She is here to assure everyone that she would be ready to go day one and would
30 run again in May for the open position. She has historically had a high level of commitment on this
31 committee even though she was not most vocal but worked behind the scenes to work with
32 stakeholders and would work with the same level of commitment as in the past.

33
34 Selectman White stated the group will meet at 7:15pm this Thursday to vote to fill the vacancy.
35 Selectman Crowley asked the School Committee what the total the number of open seats will be in the
36 May election. There will be two open seats; one for three years and one for one year. Selectman
37 Foresto noted there were six great candidates with only one available position.

38
39
40 **At 8:44 PM Selectman Trindade move to adjourn; Selectman Foresto seconded. No discussion. Vote:**
41 **5-0-0.**

42
43 Respectfully submitted,
44 Liz Langley
45 Administrative Assistant
46 Town Administrator's Office

AGENDA ITEM

#2

Report from the Tri County School Committee Representative

No associated back up materials.

AGENDA ITEM

#3

Discussion – Water Treatment Options

Associated back up materials attached:

- *Report on Water System Integrity, dated November 2, 2017 from Haley & Ward*

Town of Medway
Department of Public Services

Report on
Water System Integrity

November 2, 2017

Haley and Ward, Inc.
Civil and Environmental Engineers

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Introduction

The Town of Medway is appropriately addressing the near and long-term integrity of the municipal water supply. The primary focus of the community is the reduced water quality due to elevated iron and manganese levels entering the system from selected sources. The rate and frequency of withdrawal from the sources is managed to the extent practicable to reduce the iron and manganese entering the system. This report will identify and discuss the issues and options related to addressing these challenges through improvements to system source quantity and quality.

Water Supply

Historical Investigations

Haley and Ward completed several phases of groundwater supply investigation from evaluation of soils mapping to identifying and permitting a new source at the Industrial Park Road site. Haley and Ward prepared a letter report, dated June 14, 2012, summarizing the groundwater investigation work completed up to 2012.

Potential Groundwater Supply Site

Most of the sites investigated yielded very low depth to groundwater and very low capacity aquifers that would not produce adequate water to justify the construction of a water supply and treatment facility. Two locations, one along the Chicken Brook and one near Industrial Park Road were identified as high potential for producing an adequate quantity of groundwater for consideration for development. The Industrial Park water supply was developed and placed on-line in 2009. The Chicken Brook potential water supply site would require additional water treatment beyond iron and manganese along with extensive water supply permitting through the Water Management Act (WMA). The WMA permit may include well shut down condition based on stream flow and time of year.

Alternative Water Supply Sources

The reuse of highly treated wastewater is gaining acceptance by both the regulatory authorities and the water consumers. The Charles River Pollution Control District manages a regional wastewater treatment facility located within the Town of Medway. This plant offers the opportunity to reuse the treated effluent to supplement the drinking water supplies of the Town. The direct reuse of the water is presently a difficult hurdle to overcome due to the public perception of the source. Alternatively, the use of the water to artificially recharge the Town's supply aquifer(s) is a more feasible approach. The reuse of wastewater must plan for the potential for residual pharmaceuticals in the water to reach the groundwater source. The removal of water flow from the plant discharge would also need to be evaluated fully for its environmental impact on the receiving waters (Charles River). While a portion of this flow is returned to the wastewater plant influent after discharge from the consumer homes, a portion is lost through irrigation uses and discharges to onsite septic systems.

Existing Medway Groundwater Supplies

We take this opportunity to provide a status on Medway’s present water supplies and water demand over the last several years. Medway has three (3) registered wells and one permitted well (Industrial Park), under the Water Management Act. The authorized volumes along with permitted volume exceed the ability of the wells to produce that quantity of water for a variety of reasons. Therefore, it is important to report the actual quantity of water each well can physically produce on a regular basis. Table 1-1 summarizes the authorized volumes and the actual summer demand season capacities.

Table 1-1 EXISTING WATER SUPPLY WELL CAPACITIES

Well	Actual Rate (GPM)	Authorized Rate (GPM)	Actual Daily (24 hr) (MGD)	Authorized Daily ¹ (MGD)	Daily (MGD) Typical ² Run-Times	Typical Run-Times (hrs) ²
Populatic Street	425	607	0.612	0.874	0.408	16
Village Street	350	457	0.576	0.658	0.336	16
Oakland Street	275	410	0.396	0.590	0.099	6
Industrial Park:	215	330	0.324	0.475	0.155	12
TOTALS	1,325	1,804	1.908	2.597	0.998	-----

1: In addition, Medway’s WMA permit limits the daily average to 0.92 mgd and a yearly maximum of 335.80 mgd

2: Typical run-times are for high demand summer season

Table 1-1 above indicates a theoretical maximum capacity of 1.908 million gallons per day (MGD), however this does not accurately represent the ability of the Medway water supply wells. Several factors impact the ability of water supplies to produce water on a consistent basis. Oakland water supply’s elevated level of iron increases iron levels in the distribution system. In addition, the iron levels in the well cause the well screen to prematurely plug, thus requiring the rate to be reduced until the well needs to be taken off-line for cleaning.

Therefore, the system operators must regulate the utilization of Oakland Street to minimize distribution system water quality negative impacts. The Oakland Street well is typical utilized more often during high demand periods or when another well is offline for repairs. Industrial Park Road water supply has a limited recharge area, thus requiring the operators to control the run-time or reduce the discharge rate during low groundwater periods and low precipitation periods.

It is recommended that the Medway gravel packed wells not be operating 24/7. Table 1-1 above identifies an acceptable daily run-time with the resulting maximum daily volume of 0.998 MGD.

Our discussions have been around pump capacity meeting present water demand; however, Medway’s water demand will continue to increase with development and will exceed present water supply production. Therefore, it is important for Medway to continue to look at options to increase water supply production. One way to maximize existing supplies is to evaluate the potential for increasing production from Oakland and Populatic well sites. MassDEP allows an existing well to be replaced with a new well or supplemented with additional wells in an effort to achieve the authorized volume for that site. Installation of test wells are required to identify the best option , replacement well, well field or satellite wells.

Supplemental well option can either be a "Wellfield" or a "Satellite" setup. Wellfield includes the installation of multiple wells, each with a water pump designed to discharge to the distribution system. Satellite well option includes new well(s) with low head pumps that discharge water into the existing main well and the main well discharges water into the distribution system. Wellfield option provides the benefit of taking one well off-line for repair or cleaning while the other well remains operating. Wellfield option may be a benefit at the Oakland site, with the high iron content requiring well cleanings every couple of years.

Distribution System

The Medway water distribution system consists of four (4) groundwater supply sites, two (2) water storage facilities and approximately 75 miles of water mains. The Medway water system serves approximately 7,800 residents.

Water System Demand

Medway's water service area includes mainly residential demand, which makes up approximately ninety percent (90%) of the system water use, according to the town's Annual Statistical report submitted to MassDEP. The remaining demand is commercial and industrial. Population and water use projections were completed by the Department of Conservation and Recreation – Office of Water Resources (DCR-OWR) in 2009 for the period of 2008 to 2028.

In addition, Weston & Sampson included "Future Water Demand Projection Table 2-2 in their 2009 Water System Master plan report, which projected water demand from 2013 to 2028, as summarized in Table 1-2 below.

Table 1-2 FUTURE WATER DEMAND PROJECTION

Year	Average Day Demand ¹ (MGD)	Maximum Day Demand ² (MGD)	Peak hour Demand ³ (MGD)
2013	0.9	1.35	2.0
2018	0.92	1.38	2.1
2023	0.94	1.41	2.1
2028	1.0	1.5	2.3

1. Average Day Demand as projected by DCR-OWR
2. Maximum day is the maximum use in any 24-hour period
3. Peak hour demand is the maximum volume pumped in any given 1-hour period

The conclusion reached in the 2009 W&S Water System Master Plan indicated that Medway has the water supply capacity to meet the 2028 maximum day demand projections. This 2009 Water System Mast Plan conclusion assumed present water supply capacity was 2.59 mgd, which assumed all wells are pumping 24 hours per day and are capable of pumping their approved rate. We have discussed earlier in this report, the issues with the groundwater wells and necessary improvements to reach authorized rates. It is our opinion that Medway's pumping capacity to be utilized for water supply projections should be in the range of 0.998 to 1.908 mgd (actual rates for typical summer run-times vs 24-hr run-time), as identified in Table 1-1. The 24-hour runtime volume is above the 2028 maximum day demand projection, however the summer run-time volume is below.

We have summarized in the Table 1-3, the pumping records from the MassDEP Annual Statistical Reports submitted by Medway to MassDEP for the last three years. Pumping volume is greater than use demand mainly due to leaks in the distribution system that is not captured by the use meters. We recommend utilizing historical pumping records for projecting a system's ability to meet future demands, since it includes typical leaks within the system. It is worth mentioning that Medway strives to identify and eliminate leaks, where possible, through water main replacements and an annual leak detection and repair program.

Table 1-3 WATER PUMPED 2014-2016

Year	Average Day (MGD)	Maximum Day (MGD)	Total Pumped (MGD)
2014	1.12	1.602	409
2015	0.833	1.363	303
2016	0.788	1.076	287

The maximum day demand and total pumped in 2014 is higher than recent years mainly due to the elimination of a major water main leak on Village Street in December of 2014. This suggest that present water use is more representative of the 2015 and 2016 usage and should be used for water use projections.

Water Supply Recommendation: The water pumping records for 2015 and 2016 indicate the Town of Medway water supply pumping capacity (0.998 mgd, typical summer run-times), will not meet the projected maximum day system water use in 2028 (WRC-OWR projection). Medway should continue to pursue water supply improvement options that will increase and/or maintain existing water supply capacity. Options that should be investigated include but are not limited to the following.

1. Install iron and manganese removal plant to treat Oakland water supply to allow longer run times and greater volume per day.
2. Upgrading Populatic water supply with a replacement well, wellfield or satellite well setup to return capacity back to 607 gpm.
3. Upgrading Oakland water supply site with a wellfield setup to extend time between well cleanings resulting in greater volume per day.
4. If the above-mentioned items are not effective or an un-anticipated jump in water demand occurs, the town should investigate the potential Chicken Brook water supply.

Water Quality

The Town of Medway water system has persistent issues with iron and manganese within its distribution system. Iron and manganese occur naturally within some groundwaters and at varying levels depending upon the land formation and nearby wetlands. The minerals are dissolved from the parent soil to be transmitted by groundwater to the municipal water supply. When the groundwater is exposed to air or the chemistry is changed or the water is heated, the minerals will come out of solution to discolor the water with fine particulates. Manganese tends to give the appearance of black to brown water, while iron will give the appearance of a yellow water. Iron and manganese in a water supply at moderate to high levels can also produce an unfavorable taste in the drinking water.

The minerals will stain plumbing fixtures, dishes and laundry particularly when chlorine in bleach and detergents change the water chemistry. Heating the water for domestic uses such as bathing, laundry and washing will also cause staining.

The United States Environmental Protection Agency (US EPA) and Massachusetts Department of Environmental Protection (MassDEP) currently list iron and manganese as a secondary contaminants because of aesthetic concerns including unacceptable taste, staining of fixtures and dark, cloudy water at levels greater than 0.05 milligrams per liter (mg/L) for manganese and 0.3 mg/L for iron.¹ MassDEP publishes these secondary contaminant levels in a list of Secondary Maximum Contaminant Levels (SMCL). MassDEP additionally recommends that infants up to 1 year of age should not be given water with manganese concentrations greater than 0.3 mg/L for more than a total of 10-days in a year, nor should the water be used to make formula for more than a total of 10-days in a year. The recommended water concentration limit for lifetime exposures to manganese is 0.3 mg/L. People may also want to limit consumption of waters containing greater than 1 mg manganese/L. Individual requirements for, as well as adverse effects from manganese can be highly variable. The general population water concentration exposure limits of 0.3 and 1 mg/L have been set based upon typical daily dietary manganese intake levels not known to be associated with adverse health effects. This does not imply that intakes above these levels will necessarily cause health problems. As a precaution, the general population should consider limiting their consumption of drinking water with high levels of manganese to decrease their exposures and to decrease the possibility of adverse neurological effects.²

The Town of Medway, Department of Public Services Water/Sewer Division (DPS) monitors the water supply at its individual sources and throughout the system. Water samples are sent to Commonwealth of Massachusetts State Certified Laboratories for analysis and reporting. The results are forwarded to MassDEP as well as in a summary to the water consumers through annual Consumer Confidence Reports.

Each of Medway's water supply sources include chemical addition to sequester iron and manganese, which consists of a blended polyphosphate. The chemical is designed to keep iron and manganese in solution so that it does not create aesthetic problems in the customer taps. As iron and manganese levels increase in the water supplies the sequestering process becomes ineffective.

¹ Standards and Guidelines for Contaminants in Massachusetts Drinking Waters, MassDEP, Spring 2017

² Manganese in Drinking Water: Questions and Answers for Consumers, MassDEP, June 19, 2014

The iron levels in the Oakland supply well frequently exceed 1 mg/L, well above the SMCL of 0.3. The manganese levels are within the range of 0.05 to 0.30 mg/L, above the SMCL but below the action level for infants.

The Village supply well generally meets the iron SMCL but exceeds the SMCL for manganese. Manganese levels are frequently above the recommended action level for infants. In the past, levels at Village have exceeded manganese levels of 1 mg/L. Recently, the level has been reduced through withdrawal reduction and supply management. The manganese SMCL and other requirements are included in 310 CMR 22.07D. Paragraph 22.07 D (3) of that CMR indicates "If MassDEP determines that the water poses a risk to public health the PWS must take all actions necessary to reduce to levels deemed safe by the Department, Actions may include monitoring, reporting to DEP, public notice, reducing levels" Medway has consulted with the MassDEP regarding the elevated levels of manganese in the Village Street supply and MassDEP has recommended that Medway start to look for near and long term plans to reduce manganese levels in the customer taps.

Iron and manganese levels at the Populatic supply are at or below the SMCL established for iron and manganese. Through continued pumping these levels would be expected to climb. The treatment of this source should be included in the DPS planning process.

The water quality at the Industrial Park supply is good. Iron and manganese are consistently well below the SMCLs for iron and manganese.

Water Quality Recommendation: Treatment of the water from the Village Street source should be a priority due to the potential health risks of excess manganese consumption. Oakland has the greatest impact on the aesthetic (color) quality of the drinking water within the system. Oakland treatment should be designed for full authorized volume of the supply. Treatment for Populatic supply should be included as part of the overall approach, however it is not a priority based on the present iron and manganese test results.

Treatment options

Several common options are available for the removal of iron and manganese: conventional, greensand or membrane.

A conventional treatment approach using a chemical addition, settling and filtration approach provides the greatest flexibility in meeting future unknown requirements and loading. The process would include open process vessels with mechanical equipment to mix the treatment chemicals within the untreated water to convert the dissolved minerals to particulates and assist in settling or filtration of the water. This process would also require additional operator input to manage and monitor the treatment process.

Greensand filtration uses natural and synthetic filter media to removed minerals from the water source within a closed pressure vessel. Filter media is placed in the vessel in distinct layers to capture the iron and manganese. Chemicals are added to the raw water to convert the dissolved iron to a particulate. The iron is deposited on the top of an anthracite filter media within the top layer. Manganese dissolved within the groundwater attaches to the lower layer of greensand filter media through a chemical bond.

Greensand is an ore-type filter media. A similar manganese dioxide coated filter media may be used to function with similar or sometimes improved characteristics. These two treatment layers are supported by a gravel layer in the bottom section of the filter vessel. The end of a filter run is dictated by the pressure loss across the filter bed. The pressure above the filter will increase as the minerals are captured on the media surface. The bed is restored by backwashing water through the filter to break the particulate manganese free from the greensand and lift the iron off the top of the anthracite layer. The filter is then placed back in to service.

Membrane filtration provides an alternative approach that uses a membrane to separate mineral particulates from the source water following a chemical addition step to convert dissolved minerals to particulates through oxidation. The source water is pumped in to the filter vessel at a pressure high enough to pass through the membrane. The size of the membrane pores determines what is captured within the vessel. Depending on the system design, deposited materials are removed through a backwash or surface scour process. Membrane filtration, depending upon the pore size, will also remove biological pathogens from the water making them applicable to ground water sources that are under the direct influence of a surface water.

If the source is not classified as a groundwater under the influence of surface water, membrane systems may not be a cost-effective option.³ None of the Medway wells are considered to be under the influence of a surface water.

As with greensand filters, membrane processes require minimal operator intervention. The membranes are less forgiving with respect to physical or chemical damage. In addition to backwash operations, membrane filter modules may require occasional cleaning or replacement due to fouling of the membrane media. Greensand filters also require annual or biannual maintenance to inspect and replace media that may be lost during backwash operations.

Greensand filtration runs between back wash cycles are normally on the order of 24 to 72 hours. As the level of the minerals in the water increases particularly iron, the time between backwashes will be reduced. The treatment of a source water with a combined manganese and iron concentration of 8 mg/L will a backwash frequency of less than 24 hours.⁴ Preliminary treatment for these sources may be considered to remove the bulk of the iron in solution. The Oakland source does not currently meet this condition but the iron levels are trending up. The implementation of a pretreatment process should be considered in the design process. The actual placement of the process could be deferred until required.

Treatment Recommendation: The preferred option, based on Medway's current water quality is a greensand filtration process.

Residuals

Filter backwash operations use finished (treated) water in a reverse flow through the filter to remove captured iron and manganese from the bed. The backwash operation also stratifies filter media within the bed. The filter media is selected with a specific gravity that allows the vertical backwash flow to carry the media to varying levels. As the reverse flow stops, the media returns to its original design

³ Iron and Manganese Removal Handbook, American Water Works Association, Second Edition

⁴ Iron and Manganese Removal Handbook, American Water Works Association, Second Edition

layering. A brief filtration to waste process cleans any remaining fines by filtering water in a normal direction but diverting the result to a holding tank.

Water coming from backwash operations and the filter to waste stream are directed to a backwash waste tank then a reuse tank. After a period to allow for settling, the upper levels of the reuse tank are placed back in to the filtration stream with the source water. Up to 90 percent of the backwash water is reused in this manner to minimize the water waste and to reduce the plant wastewater flow.

The remaining backwash water in the reuse tank contains the iron and manganese, or residuals, removed from the source water. The residuals are concentrated by the reuse tank settling process but the resulting liquid remains primarily water.

The backwash residuals may be further treated and discharged on site through settling lagoons. The clear water off the top of the lagoons is discharged to a receiving surface water or groundwater. This discharge would require a permit from MassDEP and the US EPA for discharge to a surface water. The permit conditions would specify treatment limitations and monitoring conditions. The settled sludge in the lagoon is removed on an annual basis and disposed of as a residual waste. On site residual treatment lagoons can require land area similar in size to the plant itself.

An alternative approach, if available, is to discharge the settled waste from the bottom of the reuse tank to a municipal sewer system. Residuals directed to municipal sewer allows for reduced operator requirements, permitting, capital cost and land use. One key point of the sewer discharge is the ability of system to accept the residuals. Coordination with the sewer treatment authority, the Charles River Pollution Control District is necessary to establish the characteristics of the waste, the timing and discharge rate. The municipal sewer must also be reasonably close to the plant for financial feasibility.

Wastewater capacity is at a premium for Medway, the estimated volume of the settled waste on a per backwash cycle is 10,000 gallons. The discharge to sewer would require a pump system, which could have a controlled discharge over a time period as required by the receiving wastewater authority.

Treatment Approach

The goal of the treatment approach is to implement a treatment system that can be operated by existing staff with current licenses.

The system is designed with an efficient lifetime cost using proven products and methods. Following on the prior recommendation of a greensand filter treatment process, a pressure vessel option for the implementation allows the source water to be piped directly from the wells in to the filter without an intermediate pumping step. The pressure vessels also allow a larger pressure head to be placed across the filters during filtration.

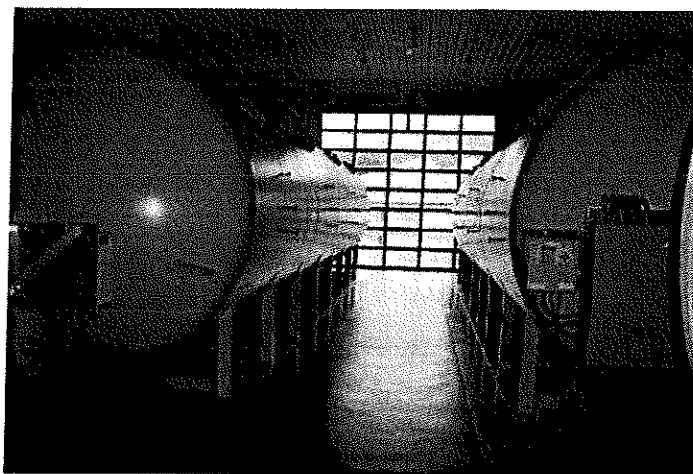


Figure 1 Pressure Filter Vessels (Natick, MA)

An equivalent open top vessel would require 20 feet of freeboard over the filter surface resulting in the need for a taller building to enclose the filter process. Figure 1 *Pressure Filter Vessels (Natick, MA)*, above, shows two typical filter vessels. Figure 2 *Treatment Schematic* below provides a schematic of a typical greensand filtration process.

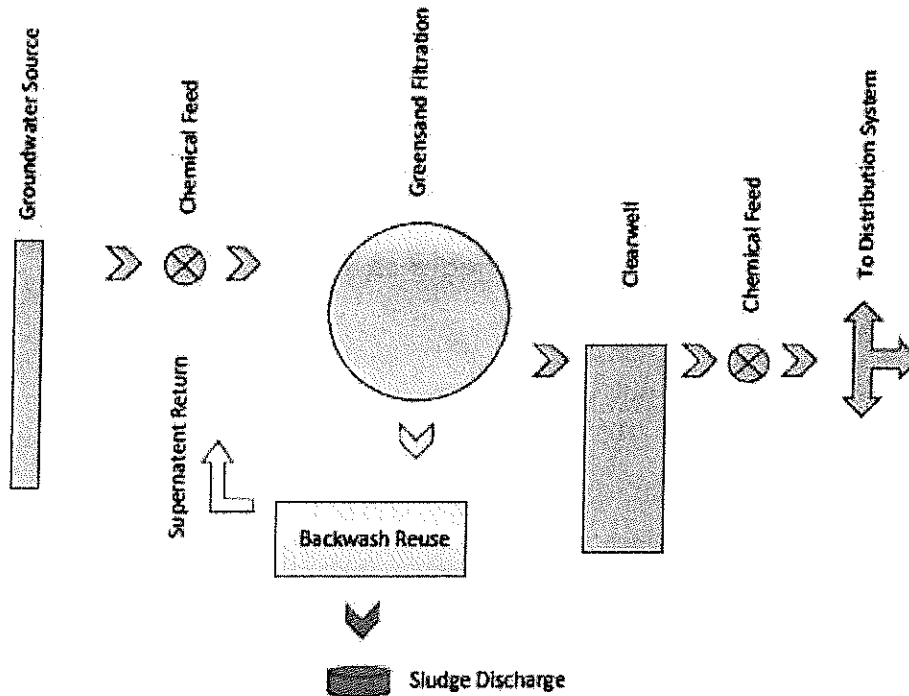


Figure 2 Treatment Schematic

The pressure vessels are cylindrical in shape with a diameter of 10 to 12 feet and lengths of up to 40 feet. The vessels may have intermediate walls that allow once portion to be backwashed while the remaining cells are in service. Source water, treated water, backwash waste and air scour piping is located on the exterior sides of the vessels with automatic valves tied to a control system. The control system allows the filtration and backwash processes to be automated. The operator can initiate a backwash operation at a touch screen and then move on to other tasks. The control system will open and close the appropriate valves and run required equipment at appropriate and consistent times. The filter control system would be incorporated in to the existing supervisory control and data acquisition (SCADA) system. For smaller plant flows, individual vertical pressure filters may be used instead of the larger horizontal filters. Each vertical filter acts as a single filter for backwash operations; there are no individual cells. Two or more vertical filters are placed in the plant and controlled by an automation system as described for the horizontal filter.

Individual Treatment Plant Approach

The water supply treatment system can be centralized or distributed. A distributed system would include smaller treatment plants at or near the source with entry to the distribution system at that site. A plan of the available municipally owned open space in the southeast corner of the Town of Medway is appended to this report. All three water sources considered for treatment are in this area. Sufficient land area exists on the sites of the Village and Populatic sources. Each of the sites has a municipal sewer available for disposal of the backwash residuals. The distributed approach would allow for project phasing so each plant to be built as funding may allow.

Much of the Populatic site is located within a FEMA mapped flood zone. The parcel does include land area along Populatic Street large enough for a treatment facility.

The Oakland site is limited by wetland resources and the associated buffer preventing the siting of a plant. A suitably sized parcel is available just north of the Oakland source (lot 42-053). Water main piping would be required to bring source water to this site as well as to return it to the system. Access to this parcel is also limited by a water body between the site and Oakland Street. An easement across a parcel between the pump station and the treatment site would need to be acquired.

Centralized Treatment Plant Approach

A centralized plant would be sited within the vicinity of the three water supplies to be treated; Oakland, Village and Populatic. Raw water piping would be installed between the Oakland, Village and Populatic sites and the proposed treatment plant site. This raw water piping system would be separate from the existing water distribution piping in the street. Distribution system finish water main upgrades will be required for a centralized facility to provide the necessary discharge rate from the plant.

The centralized system has the advantages of scale to reduce the overall cost. Support equipment such as the plant automation, chemical feed equipment, emergency generator, blowers, backwash disposal, power distribution and lab/office/bathroom space is provided for one common facility rather than repeated at each distributed site. A central treatment facility would allow for blending of the water sources for treatment. The high iron levels at Oakland can be blended with the lower iron source water from Village and Populatic to allow for extended filter runs between backwash cycles.

A central plant would require one operator at the specified hours for the plant rating. MassDEP classifies treatment plants based on their complexity and treatment operations with ratings ranging from T1 up to T4. We expect a plant designed to treat Medway's water to be classified as a T2. MassDEP would require at least 4 hours of operator staffing each day for this facility. The regulations require this level of staffing for each treatment plant however an exemption can be requested for satellite plants. This should apply to a system of distributed treatment plants however MassDEP approval would be required.⁵

A central plant would also be more easily managed. Treatment chemicals would be received, batched and fed at one location for improved operator safety, monitoring and control. The transfer from a

⁵ Code of Massachusetts Regulations 310 CMR 22 Drinking Water.

central receiving point to the remote plants would be required if a distributed treatment plan is adopted.

Figure 3 *Raw Water Piping Required for Centralized Plant* shows the interconnection piping required to bring raw water to a centralized treatment plant to serve the Oakland, Village and Populatic sources. Under this arrangement, a centralized plant sited at the Populatic source is favorable due to the land area available, centrally located between other sources and the existing water office facilities on site. A centralized plant north of Oakland may be a viable option, however the degree of impacts to wetlands would require additional investigation. A centralized Oakland plant would require additional length of raw water mains, resulting in higher installation costs and possibly higher pump energy costs.

If the centralized plant is located at Populatic, the raw water piping leg installed in Populatic/Walker Street from the Village Street intersection would be required to transmit raw water flow from both Oakland and Village Sources. This leg would be the shortest of the three and would result in the least amount of pressure loss for the larger flow. A larger main to carry this flow would have the lowest cost of the three sites. The project design phase should also evaluate route options from Village to Populatic across the Charles River and from Oakland to Village Street along a cross country sewer easement north of the Charles River Pollution Control District treatment plant site.

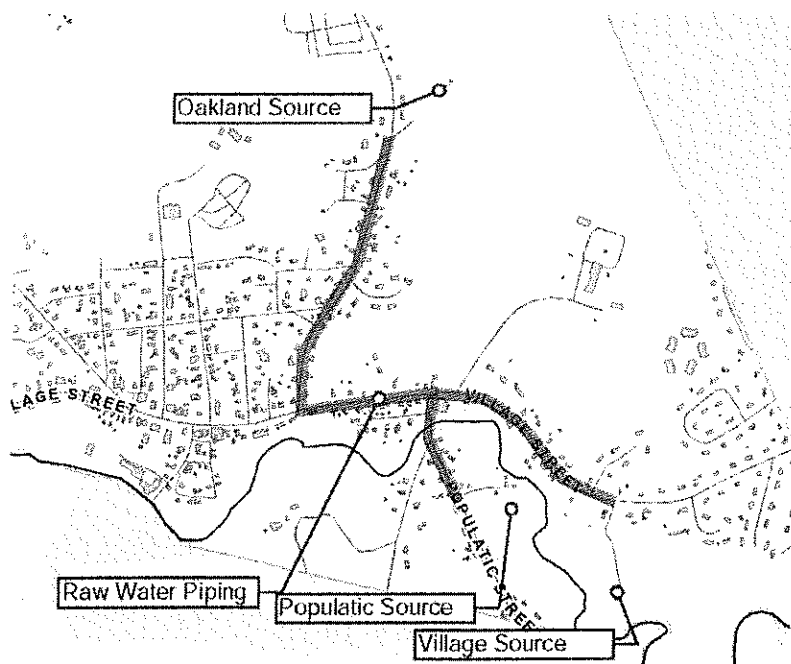


Figure 3 *Raw Water Piping Required for Centralized Plant*

Treatment Cost Considerations

In order to provide an expected cost for a Medway plant we reviewed recent pressure filter projects in Massachusetts. Four (4) plants, which were recently built, with capacity range of 1.37 MGD to 7.0 MGD and cost range of \$7.2M to \$13.9M. We plotted the associated costs and capacity and created a linear regression line to provide a representative expected cost for the various sized Medway plants.

The four (4) plants, used in the estimate, included cavity wall building construction, suitable for a public area. A summary of the construction cost development is provided at the end of the report as an exhibit.

There are alternative building types that can substantially reduce the building cost. A summary of the expected costs for the treatment options is provided below in Table 1-4. Table 1-4 includes a Configuration column that lists the treatment approach of distributed and centralized treatment plan. The individual remote treatment plants are listed in their order of priority. The design capacity of each plant is also provided.

The Plant Cost column provides the expected cost of the plant design and construction costs based upon a December 2018 bid date and an Engineering News Record (ENR) construction cost index of 11904. The relative cost of the remote plants based on treatment capacity are higher than the centralized plant to account for the loss of scale and the sharing of support facilities. The “Defer Populatic” option provides the cost for constructing a plant to treat Village and Oakland, while deferring the implementation of treatment for Populatic. The plant structure would be large enough to receive Populatic flows, but would require control and piping upgrades and a potential additional filter.

The “Main Feet” and “Main Cost” columns provide the scope and cost of installing water mains to connect the treatment plant to the associated sources. The Village and Populatic sites are close enough to the existing source to not require additional main beyond that included in the projected Plant Cost item. The Project Cost column provides the sum of the plant cost and main cost for the individual site. The accumulated cost provides the sum of the individual site costs as the distributed plants are developed. In the case of the centralized plant approach, the accumulated cost is the same as the construction cost for the single plant with supporting raw water piping.

The plant construction cost estimates expect a final design based upon cavity wall masonry building construction. Depending on final siting, construction costs could be reduced by using steel frame and sheet metal cladded building in a cost effective, utility focused design.

Table 1-4 Treatment Options Expected Costs

Configuration	Capacity		Plant Cost	Main		Project Cost	Accumulated Costs
	MGD	GPM		Feet	Cost		
Distributed Plants							
Village	0.576	400	\$ 8,802,000	0	\$ 0	\$ 8,802,000	\$ 8,802,000
Oakland	0.396	275	\$ 8,474,000	2,000	\$ 360,000	\$ 8,834,000	\$17,636,000
Populatic	0.900	625	\$ 9,392,000	0	\$ 0	\$ 9,392,000	\$27,028,000
Centralized Plant							
3 Sources	1.872	1,300	\$11,162,000	7,960	\$1,830,800	\$12,992,800	\$12,992,800
Defer Populatic	0.972	675	\$ 9,523,000	7,960	\$1,830,800	\$11,353,800	\$11,353,800
Populatic added at later date	0.900	625	\$1,547,000	0	\$ 0	\$ 1,547,000 ¹	\$12,900,800

1: Expected cost for Populatic added at a future date is not adjusted by the ENR index

The Centralized Plant approach provides the lower cost for full implementation. This approach also provides the lower lifetime cost with the savings of efficient staffing, maintenance and operational costs.

Presently Populatic water supply does not warrant treatment based on the SMCL for iron and manganese, however there is an upward trend for iron and manganese, as seen with the Village Street water supply. The decision to include Populatic into a centralized water treatment plant would be a cost based decision plus the avoidance of water quality complaints occurring from increased manganese levels in the Populatic water source.

Water Treatment Plant Recommendation: Table 1-4 identifies that the cost-effective option is a single centralized treatment plant to meet the goal of improved water quality for Medway water customers. The Populatic site appears to be best suited for a centralized treatment for the following reasons.

1. Available land,
2. more centralized location to other wells,
3. lower raw water installation costs and
4. lower raw water pumping energy costs.
5. Located at the base station for the water Supervisory, Control and Data Acquisition (SCADA) system.

Exhibits

Construction cost development summary

Land Ownership Map

Land Ownership - Map Southeast

Water Distribution System Map

End of Report

Treatment Construction Cost Estimate

Six Similar Projects Completed in Massachusetts

Location	Used for Estimate	Capacity MGD	Construction Cost	Year	ENR	Forecast
Topsfield	TRUE	1.37	7,316,000	2017	10796	7,517,942
Dover	TRUE	1.73	7,280,000	2016	10376	7,783,763
Webster	TRUE	2.74	9,000,000	2017	10796	9,248,425
Shrewsbury	TRUE	7.00	13,900,000	2016	10379	14,857,559
Natick	FALSE	5.04	5,270,257	2003	6741	8,673,525
Chatham	FALSE	3.00	7,500,000	2016	10379	8,016,668

Forecast ENR: 11094

ENR Column: Engineering News Record Construction Cost Index for period of construction activity

Forecast Column: Construction Cost x Forecast ENR Index / Construction ENR Cost Index

Plant	Capacity (MGD)	Cost	Design	ConstAdm	Contingency	Total
Village	0.576	6,378,113	637,811	637,811	1,148,060	8,802,000
Oakland	0.396	6,140,587	614,059	614,059	1,105,306	8,474,000
Populatic	0.900	6,805,659	680,566	680,566	1,225,019	9,392,000
Centralized	1.872	8,088,296	808,830	808,830	1,455,893	11,162,000
Defer Populatic	0.972	6,900,669	690,067	690,067	1,242,120	9,523,000

Construction Column: Straight Line regression of inflation adjusted prices to proposed treatment capacities

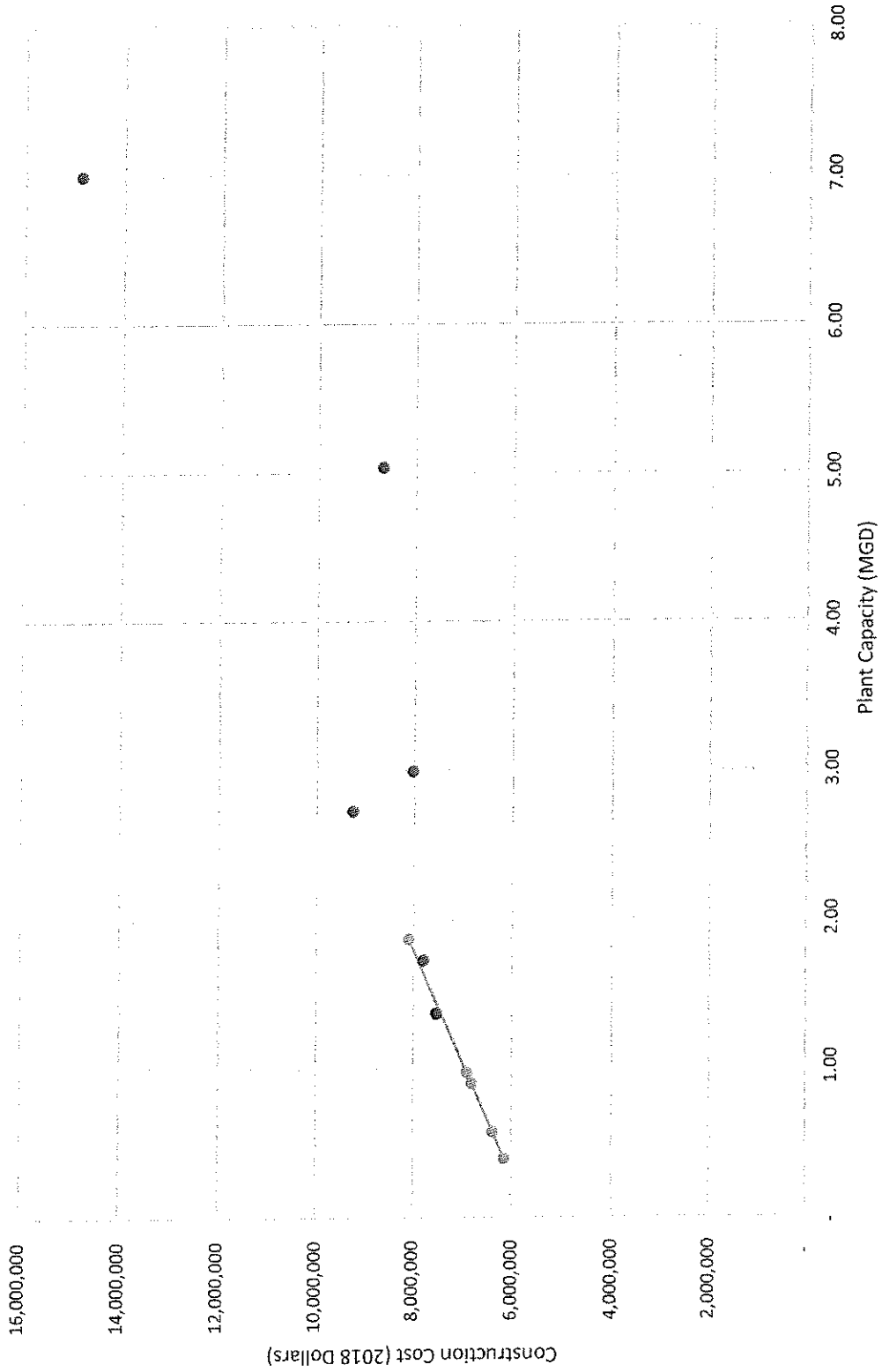
Design and ConstAdm Columns: Percentage of Construction Cost for design and construction phase engineering services

Contingency Column: Percentage of sum of Construction, Design and ConstAdm columns

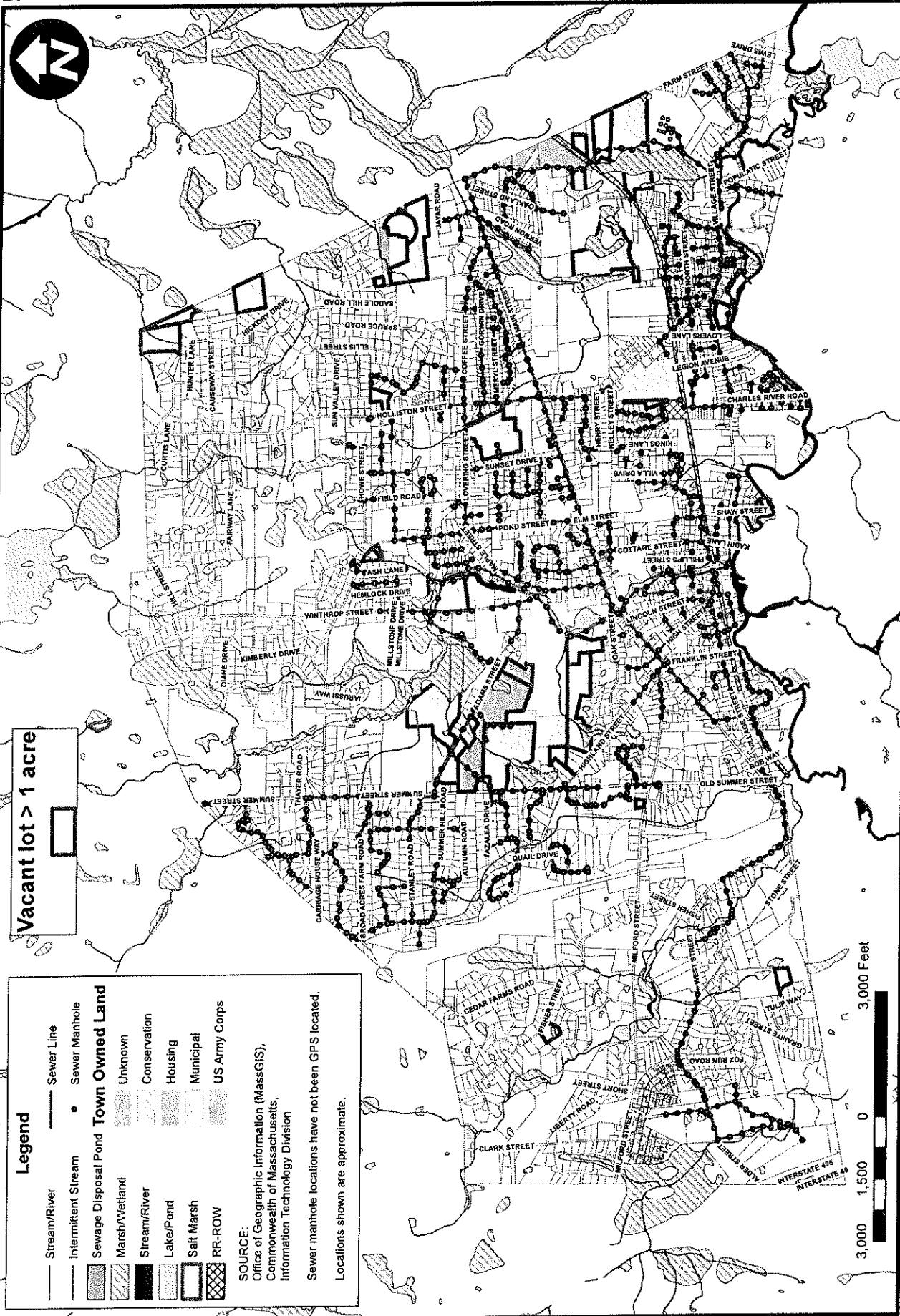
Total Column: Rounded sum of Construction, Design, ConstAdm and Contingency columns

Treatment Cost

● Historical Projects ● Medway Plants



FILE NO.:	MDY-149 Landownership
DRAWN BY:	AK
DATE DRAWN:	OCT 2017
SCALE:	1:25,000
CONTRACT NO.:	X
CHECKED:	X
DATE:	X
BY:	X
REVISION:	DATE
BY:	



Vacant lot > 1 acre

Legend

- Stream/River
- Intermittent Stream
- Sewage Disposal Pond
- Marsh/Wetland
- Stream/River
- Lake/Pond
- Salt Marsh
- RR-ROW
- Sewer Line
- Sewer Manhole
- Unknown
- Conservation
- Housing
- Municipal
- US Army Corps

Town Owned Land

SOURCE:
Office of Geographic Information (MassGIS),
Commonwealth of Massachusetts,
Information Technology Division

Sewer manhole locations have not been GPS located.
Locations shown are approximate.



INTERSTATE 495
INTERSTATE 49

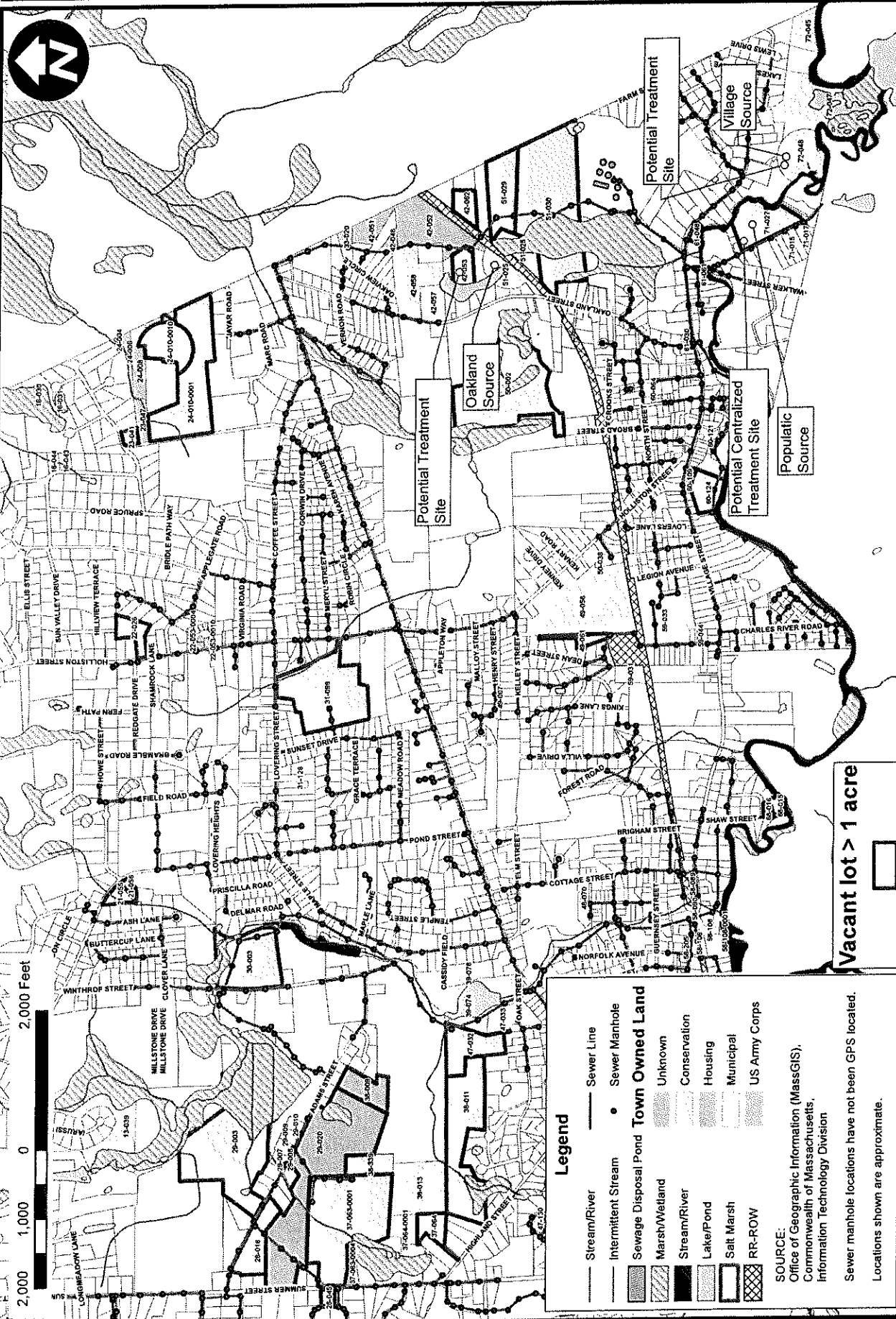
Land Ownership
Town of Medway, Massachusetts

Haley and Ward, Inc.
63 GREAT ROAD
SUNITE 200
MAYFIELD, MA 01754
(978) 648-6025
www.haleyward.com

CHECKED	DATE	BY

SHEET NO.	1
CONTRACT NO.	X
DATE	X
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DWG. 1



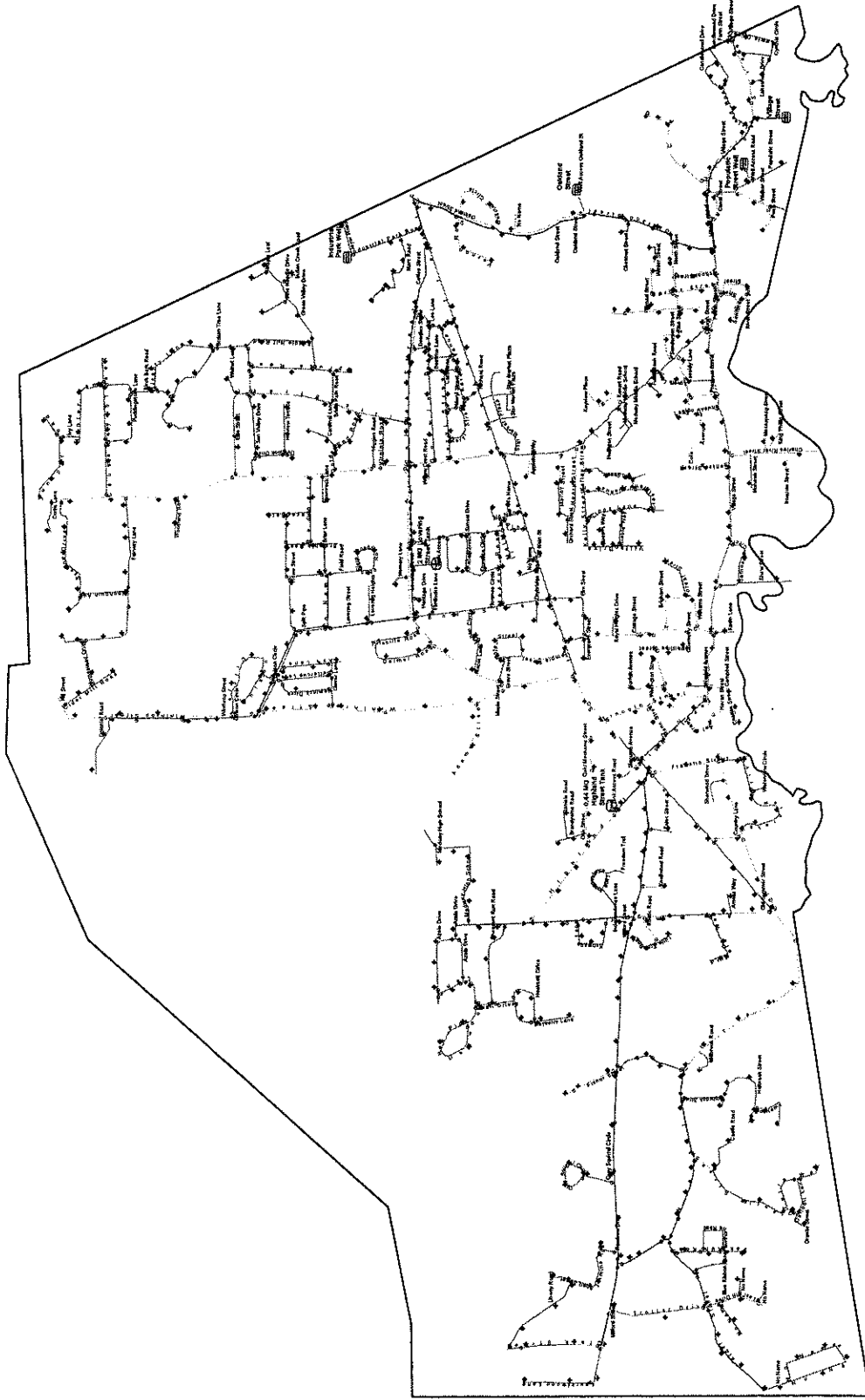
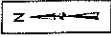
Legend

- Stream/River
- Intermittent Stream
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- Sewer Manhole
- Unknown
- Conservation
- Housing
- Municipal
- US Army Corps

Vacant lot > 1 acre

SOURCE:
Office of Geographic Information (MassGIS),
Commonwealth of Massachusetts,
Information Technology Division

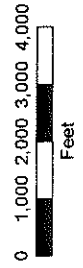
Sewer manhole locations have not been GPS located.
Locations shown are approximate.



Legend

- Water Mains
- Diameter
 - 6
 - 8
 - 10
 - 12
- Hydrants
- Valves
- Tanks
- Wells
- Town Boundary

**WATER DISTRIBUTION SYSTEM
TOWN OF MEDWAY, MA**



July 2008

Weston&Sampson

AGENDA ITEM

#4

Discussion – Recreational Marijuana – Possible Special Election & Special Town Meeting

Associated back up materials attached:

- *Massachusetts General Law, Chapter 94G, Section 3: Local Control*
- *MMA Website, August 22, 2017 Article, With Recreational Marijuana Law Signed, Regulatory Process Begins*

Massachusetts General Law:

Chapter 94G

Section 3: Local control

Section 3. Local control

(a) A city or town may adopt ordinances and by-laws that impose reasonable safeguards on the operation of marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with this chapter or with regulations made pursuant to this chapter and that:

(1) govern the time, place and manner of marijuana establishment operations and of any business dealing in marijuana accessories, except that zoning ordinances or by-laws shall not prohibit placing a marijuana establishment which cultivates, manufactures or sells marijuana or marijuana products in any area in which a medical marijuana treatment center is registered to engage in the same type of activity;

(2) limit the number of marijuana establishments in the city or town, except that a city or town may only adopt an ordinance or by-law by a vote of the voters of that city or town if the ordinance or by-law:

(i) prohibits the operation of 1 or more types of marijuana establishments within the city or town;

(ii) limits the number of marijuana retailers to fewer than 20 per cent of the number of licenses issued within the city or town for the retail sale of alcoholic beverages not to be drunk on the premises where sold under chapter 138 of the General Laws; or

(iii) limits the number of any type of marijuana establishment to fewer than the number of medical marijuana treatment centers registered to engage in the same type of activity in the city or town.

(3) restrict the licensed cultivation, processing and manufacturing of marijuana that is a public nuisance;

(4) establish reasonable restrictions on public signs related to marijuana establishments; and

(5) establish a civil penalty for violation of an ordinance or by-law enacted pursuant to this subsection, similar to a penalty imposed for violation of an ordinance or by-law relating to alcoholic beverages.

(b) The city council of a city and the board of selectmen of a town shall, upon the filing with the city or town clerk of a petition (i) signed by not fewer than 10 per cent of the number of voters of such city or town voting at the state election preceding the filing of the petition and (ii) conforming to the provisions of the General Laws relating to initiative petitions at the municipal level, request that the question of whether to allow, in such city or town, the sale of marijuana and marijuana products for consumption on the premises where sold be submitted to the voters of such city or town at the next biennial state election. If a majority of the votes cast in the city or town are not in favor of allowing the consumption of marijuana or marijuana products on the premises where sold, such city or town shall be taken to have not authorized the consumption of marijuana and marijuana products on the premises where sold.

(c) No city or town shall prohibit the transportation of marijuana or marijuana products or adopt an ordinance or by-law that makes the transportation of marijuana or marijuana products unreasonably impracticable.

(d) No agreement between a city or town and a marijuana establishment shall require payment of a fee to that city or town that is not directly proportional and reasonably related to the costs imposed upon the city or town by the operation of a marijuana establishment. Any cost to a city or town by the operation of a marijuana establishment shall be documented and considered a public record as defined by clause Twenty-Sixth of section 7 of chapter 4 of the General Laws.

MMA Website: Home →News →Municipal Government

Link follows: <https://www.mma.org/recreational-marijuana-law-signed-regulatory-process-begins>
With recreational marijuana law signed, regulatory process begins

With recreational marijuana law signed, regulatory process begins

August 22, 2017

On July 28, Gov. Charlie Baker signed legislation to change the tax rates, local opt-out process and regulatory structure for recreational marijuana commerce in Massachusetts.

The Legislature passed a final compromise bill, written by a six-member House-Senate conference committee, and sent it to the governor on July 20.

Attention now turns to the development of the regulatory structure for the newly legalized area of commerce, including appointments to the 25-member Cannabis Advisory Board and the five-member Cannabis Control Commission.

Regulatory structure

The expanded Cannabis Advisory Board, which was appointed in August, includes a seat for the MMA as well as for social justice and patient groups. The MMA has appointed Auburn Town Manager Julie Jacobson as the municipal designee.

The CAB will make recommendations on regulations to the Cannabis Control Commission.

The CCC, charged with direct oversight over the new industry, is required by the new law to be appointed by Sept. 1. The governor, attorney general and treasurer will each appoint one commissioner, and the other two will be chosen by a majority vote of the three state officials.

The CCC is charged with "promulgating regulations, guidelines and protocols necessary for the issuance of licenses" no later than March 15, 2018, and to begin accepting license applications by April 1, 2018.

Governance of both recreational and medical marijuana will be consolidated under the same regulatory authority.

Local control

The law signed by the governor establishes a two-tiered system for banning recreational marijuana businesses based on how a community voted on the ballot question in November.

Communities where voters rejected Question 4 have until Dec. 31, 2019, to ban recreational marijuana businesses through their standard ordinance or bylaw process. This provision will apply to the 91 communities where Question 4 did not pass – about one-quarter of the municipalities in the Commonwealth.

In communities where Question 4 passed, the municipal government must prepare an ordinance or bylaw, which – by a vote of the board of selectmen or by the city or town council with the approval of the mayor – must be placed on the ballot at a regular or special municipal election.

After Dec. 31, 2019, this ballot requirement will apply to every city and town.

The new law also provides language for the local ballot question, a provision that had been strongly advocated by the MMA. Communities may ban businesses that either sell, grow, manufacture or test recreational marijuana products – or any combination of the four categories.

The MMA's analysis shows that about 30 cities and towns thus far have voted to ban recreational marijuana businesses, with the majority being cities and towns where voters rejected Question 4. These bans remain valid under the new law.

About 80 cities and towns have adopted a local moratorium in order to have time to take the pulse of residents on zoning and siting issues and come back later with recommendations. Moratoriums were also intended to give cities and towns adequate time to review the expected changes to the law and the regulations that will follow. No community has a moratorium that extends beyond Dec. 31, 2018.

The new law eliminates language from the ballot law that would have required municipalities to allow recreational marijuana establishments in any "area" where a medical marijuana dispensary is already located. Instead, the law protects the conversion of an existing registered marijuana dispensary to a recreational marijuana establishment engaged in the same type of activity.

Revenue

The law signed by the governor increases the marijuana excise to 10.75 percent and increases the local-option tax cap to 3 percent, for a new total rate of up to 20 percent.

The law also creates a more confining structure for communities entering into host community agreements, requiring that they be renegotiated every five years and limiting community impact fees paid to the municipality by the licensee to 3 percent of the establishment's gross sales.

Additional provisions

The law includes a number of criminal justice reforms. Several possessory offenses that remained criminal under the original ballot measure are reclassified as civil. And individuals with prior convictions for possession can have those records sealed.

The law also raises the noncriminal threshold for personal possession outside the home from one ounce to two. Finally, the law strengthens penalties for underage possession and use of marijuana, and places limits on advertising.

- [View the text of the law](#)

Written by

MMA Legislative Analyst David Lakeman

AGENDA ITEM

#5

Approval – Contract with Metro West Collaborative Development, Inc. Glen Brook Way Apartments, LLC and the Medway Affordable Housing Trust for the Affordable Community Housing at Glen Brook Way Apartments - \$1 Million (\$500,000 CPC & \$500,000 AHT)

Associated back up materials attached:

- *Contract with Metro West Collaborative Development, Inc., Glen Brook Way Apartments, LLC and the Medway Affordable Housing Trust for the Affordable Community Housing at Glen Brook Way Apartments - \$1 Million (\$500,000 CPC & \$500,000 AHT)*

Proposed motion:

I move that the Board vote to authorize the chair to execute the contract with Metro West Collaborative Development, Inc. Glen Brook Way Apartments, LLC and the Medway Affordable Housing Trust for the Affordable Community Housing at Glen Brook Way Apartments as presented pending the execution and receipt of all related documents.

**COMMUNITY PRESERVATION FUNDING AGREEMENT between
Metro West Collaborative Development, Inc., Glen Brook Way Apartments, LLC
The Medway Affordable Housing Trust,
and the Town of Medway, to support the development of
AFFORDABLE COMMUNITY HOUSING at Glen Brook Way Apartments**

This AGREEMENT made as of _____, 20__ by and between Metro West Collaborative Development, Inc., a Massachusetts corporation, having a usual place of business located at 79B Chapel Street, Newton, MA 02458, Glen Brook Way Apartments, LLC, (hereinafter collectively "Grantee"), the Medway Affordable Housing Trust (hereinafter "the Affordable Housing Trust") and the Town of Medway, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with a principal address of 155 Village Street, Medway, MA 02053, acting by and through its Board of Selectmen, but without personal liability to any Town board member or employee, (hereinafter the "Town" or "Grantor"); collectively, the "Parties."

WITNESSETH THAT:

WHEREAS, Glen Brook Way Apartments, LLC owns the real property with buildings thereon , shown on a plan recorded at the Norfolk County Registry of Deeds at Plan Book 556, page 83 and more particularly described in deeds recorded with Norfolk County Registry of Deeds in Book 35437, Page 61 and Book 35270 Page 532 (hereinafter the "Property"); and

WHEREAS, the Grantee intends to pay off an existing mortgage and create 48 units of permanently affordable rental housing; and

WHEREAS, the Grantee submitted a proposal, and the Community Preservation Committee (hereinafter "CPC") reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of \$500,000.00 to be used for the purpose of constructing sixteen 1-bedroom units, twenty one 2-bedroom units and eleven 3-bedroom units all available for rent to households at or below 60% of the area median income, all as set forth more particularly in the Proposal (the "Project"); and

WHEREAS, the Medway Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Project; and

WHEREAS, the Affordable Housing Trust has agreed to provided funding in the amount of \$500,000.00 to be used for the Project;

NOW THEREFORE, the Parties do mutually agree to the following General Provisions:

****GENERAL PROVISIONS****

1. Subject Matter.

This Agreement sets forth the terms and conditions under which the Grantee shall receive funding from the Town in the amount of one million (\$1,000,000) dollars, to be funded from the Community Preservation Fund (\$500,000) and the Affordable Housing Trust (\$500,000) (the "Funds"). The Grantee agrees to use such funding only for purposes of the Project in accordance with the terms and

conditions of the approval of the Town Meeting Vote (**Attachment A**), the Funding Recommendation of the CPC (**Attachment B**) and this Agreement.

2. **Conditions for Initial Release of Funds.**

Grantee agrees to meet the following conditions, to the satisfaction of the Grantor, prior to requesting the initial release of any Funds:

(a) Grantee shall reasonably assist the Town in publicizing the Project and shall provide progress reports as requested by the CPC, Board of Selectmen, and/or the Affordable Housing Trust.

(b) Grantee understands and agrees that it may not request payment under this Funding Agreement for any costs already covered by or charged to any other permanent funding source.

Requests for payment should be addressed to:

Medway Town Administrator
155 Village Street
Medway, MA 02053

(c) Grantee shall provide proof of ownership of the Property as evidenced by a deed recorded with the Norfolk County Registry of Deeds attached hereto as **Attachment D**.

(d) The Grantee shall submit an allocation plan approved in writing by the Board of Selectmen and Affordable Housing Trust, showing how total project costs will be covered by applying funds from each source only to costs that are eligible uses of funds from that source.

(e) Work on the Project must commence within two years from the first date of the fiscal year following the Town Meeting vote to appropriate funds for the Project (the "Commencement Date"). All work must be done within four years from the Commencement Date.

(f) Excess or unused Community Preservation Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(f). The Board of Selectmen may grant extensions of these terms upon review at a public meeting.

(g) Grantee agrees to and shall require and obtain from the project contractor a performance bond equal to one hundred percent (100%) of the value of the project work to assure timely and successful completion. The Town shall be named as a party to the performance bond in an amount equivalent to the Town's financial commitment as described in this agreement.

(h) The Grantee shall grant to the Town a mortgage on the property in the amount of one million dollars (\$1,000,000) to secure the financial commitment made by the Town in this agreement in the event of default or non-completion of the project. The mortgage to the Town, attached hereto as **Attachment E**, shall be considered as a zero percent interest loan, and amounts due to the Town in the event of default or non-completion shall be amounts paid by the Town to that point. Failure to fully complete the project or failure to comply with the terms of this agreement shall constitute default and permit the Town to recover monies paid to Grantee.

3. Conditions for Subsequent Release of Funds.

Once the conditions in paragraph 2 above have been met to the satisfaction of the Medway Board of Selectmen and Affordable Housing Trust, Grantee may submit requests for reimbursement of approved project costs as set forth in Grantee's proposal to the CPC (**Attachment F**) and in the CPC's Funding Recommendation to the Town Meeting (**Attachment B**) or to the Affordable Housing Trust in accordance with this Agreement. Requests for payment must be mailed to the address at Paragraph 2(b). Requests may be made as significant portions of the work are completed, but no more often than monthly, and subject to the following conditions:

(a) Request for Payment of Construction Costs.

Prior to requesting reimbursement of costs associated with construction, Grantee shall submit the following:

- i. A final scope of work and specifications for construction and an executed contract for all work set forth in Grantee's CPC proposal.
- ii. The Grantee shall provide evidence that it has secured all other funding sources necessary to complete the Project, including rates and terms.

(b) Submissions Required with Requests for Reimbursement.

With any request for reimbursement, Grantee shall remit fully executed forms as supplied by Town staff, including:

- i. Documentation of the approved reimbursable costs incurred, such as, but not limited to, architect's or contractor's invoices and copies of other paid bills.
- ii. A status report showing current projected date of occupancy and percentage completion of tasks from the scope of work/ specifications in 3(a)(i). Said status report shall contain: a description of the work that is complete, work that remains to be completed, as well as any changes made in that scope of work in response to site conditions or requests from Town departments or its agents, as well as all expenditures to date in a format based on the original approved project budget, to permit clear comparison of planned and actual expenditures.

(c) Inspections Prior to Disbursement

Upon any submission for reimbursement under this section, the work specified in a request shall be inspected by the Town. Once inspected, and approval of Grantee's request for payment is granted, the Town or the Affordable Housing Trust, as applicable, shall make periodic progress payments to Grantee in the amount of the invoice attributable to the completed portion of the work. If the Town or the Affordable Housing Trust, as applicable, determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Community Preservation Act, reimbursement may not be authorized.

4. Conditions for Final Release of Funds.

Upon completion of the Project to the satisfaction of the Town, but prior to the release of the final ten percent of Funds, Grantee shall submit to the Town, in writing, and present to the CPC in person a final project report which shall include the following:

- (a) Certification by the project architect that the project was completed in accordance with the final approved plans; and
- (b) Determination by the Building Inspector that the Project has been done in a good and workmanlike manner and substantially in compliance with this Agreement and with legal

requirements applicable to the work.

(c) A table comparing the costs and sources in the original approved Project budget to the actual costs and sources, with a short narrative explaining the differences; and

(d) Analysis of Project results, including a description of households served and suggestions, if any, for improving the funding and management process or final results of similar future projects; and

(e) If units have not been rented at the time of this final report, Grantee may omit the description of households served from the report but must submit that information to the Town as soon as the units are rented.

Once the final report has been presented and submitted, Grantee shall submit to the Town a request for payment in full of any remaining balance of approved project costs, together with copies of invoices from Grantee's contractor(s). Payment of any remaining balance shall be made to Grantee within thirty days, subject to issuance of the Certificate of Occupancy and approval of the work by the Town. In the event any dispute arises concerning the work, an equitable amount shall be retained pending resolution thereof.

5. Completion Deadline and Return of Unspent Funds.

All funds shall be spent within 48 months from the date of execution of this Agreement, or by any extension of this deadline granted in writing by the Board of Selectmen for CPC funds and the Affordable Housing Trust for its funds.

Grantee shall return to the Town's Community Preservation Fund any portion of the Community Preservation grant funds not used for the Project.

6. Conditions Subsequent to Receipt of Funds.

(a) Grantee shall manage the Property as affordable rental housing in accordance with Grantee's proposal to the CPC (**Attachment F**) and in the CPC's Funding Recommendation to the Town Meeting (**Attachment B**).

(b) Grantee shall market the rental units in accordance with the approved Affirmative Fair Housing Marketing Plan as approved by DHCD.

(c) Grantee shall cooperate with the Town and do all things reasonably necessary to obtain from the Department of Housing and Community Development of the Commonwealth of Massachusetts (DHCD) approval of a perpetual Declaration of Affordable Housing Restrictions executed by Grantee as described in 2(c) above, which meets the requirements in the Funding Recommendation of the CPC (**Attachment B**).

(d) Grantee shall to apply to DHCD to have the rental units for this project included in the Town's Subsidized Housing Inventory, including but not limited to, completing the necessary application and executing and recording in the Registry of Deeds, a Regulatory Agreement in a form approved by DHCD.

7. Deed Restriction Requirements.

Grantee will execute, and record at the Norfolk County Registry of Deeds following approval and execution by the Director of the Department of Housing and Community Development, a Declaration of Affordable Housing Restrictions, in accordance with M.G.L. c. 184 § 32. Said Declaration will be a perpetual restriction, the terms of which will preserve the Property's affordable housing rental units for qualifying households and will conform with the requirements of the Project and any other requirements imposed in connection with funding received from the Massachusetts Department of

Housing and Community Development. A copy of the Declaration of Affordable Housing Restrictions is attached hereto as **Attachment C**. Once fully executed and recorded with the Norfolk County Registry of Deeds, a copy of the recorded Declaration shall be substituted for and replace Attachment C.

8. Insurance Requirements.

Grantee shall keep the Property insured at all times and in such amounts as deemed reasonable and prudent in accordance with standard practices and in compliance with the standards outlined further in **Attachment G**.

9. Initial Reporting Requirement.

Upon completion of initial lease-up, Grantee shall submit a report to the Town, identifying the household composition, characteristics and income of each tenant household.

10. Construction Payment Schedule Reporting Requirement.

Upon establishment of a payment schedule with the selected contractor for the project, Grantee shall transmit said schedule to the Board of Selectmen not more than thirty (30) days after establishment.

11. Recapture of Funds.

If the Grantee fails to comply with the requirements of this Agreement, the approval of the Board of Selectmen and/or Town Meeting, or the Funding Recommendation of the CPC, then the Community Preservation funds shall revert back to the Town's Community Preservation Fund, the Affordable Housing Trust funds shall revert to the Affordable Housing Trust, and the Grantee shall be liable to repay the entire amount of the funding to the Town. The Town and/or the Affordable Housing Trust may take such steps as necessary, including legal action, to recapture such funds. In the event that the Town and/or the Affordable Housing Trust takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

12. Record Keeping.

The Grantee agrees to keep such records as are kept in the normal course of business and as may be required by the Town and the Affordable Housing Trust. Upon reasonable notice, Grantee shall provide the Town and the Affordable Housing Trust with full and free access to such records with respect to utilization of the proceeds of this Agreement.

13. Termination.

In the event the Grantee fails to fulfill all obligations under the terms of this Agreement, the approval of the Board of Selectmen and/or Town Meeting or the Funding Recommendation of the CPC, then the Town and the Affordable Housing Trust shall have the right, in their sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon such termination, Grantee shall cease to incur additional expenses in connection with the Grant Agreement, and the Town and the Affordable Housing Trust shall be free to pursue any rights or remedies available at law or in equity, including without limitation, recapture of funds under paragraph 9. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 7, 8, 9, 10, 14, 15 and 18 shall survive said expiration or earlier termination.

14. Compliance with Applicable Laws.

The Grantee shall comply with all applicable local, state and federal laws, ordinances, regulations, orders and codes during the term of the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.

15. Equal Opportunity.

The Grantee shall comply with all applicable local, federal and state laws governing discrimination and equal opportunity.

16. Fair Housing Marketing.

The Grantee and its assigns shall adopt and implement affirmative marketing procedures for the Property consistent with the requirements under the G.L. Chapter 40B, to affirmatively further fair housing.

17. Monitoring.

The Town shall annually evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed with this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement. With reasonable notice and during normal business hours and as often as the Town may deem necessary, Grantee shall make available all such records and documents as requested by said Parties for audit and/or monitoring. The Town may examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

18. Successors and Assigns.

The terms of this Agreement, including but not limited to the reporting, marketing, insurance and monitoring requirements in paragraphs 6, 7, 8 and 15 shall be binding on the Grantee's successors and assigns. The Grantee shall provide notice to the Town of any proposed change in ownership of the Property not less than ninety (90) days prior to any proposed transfer and/or closing date.

19. Conflict of Interest; Bonus and Benefit Prohibited.

(a) No member, officer, or employee of the Town and the Affordable Housing Trust or its designees or agents, no member of any Board, Committee or Commission of the Town of Medway or the Commonwealth of Massachusetts, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the subject funding programs during his or her tenure or for one year thereafter, shall have any interest or benefit, direct or indirect, in any contract or subcontract, or in the proceeds thereof, in connection with this Agreement, including work to be performed.

(b) Grantee shall not pay any bonus, commission, or fee for the purpose of obtaining the Town's approval of or concurrence to complete the work financed in whole or in part by this Agreement.

20. Indemnification.

The Grantee shall indemnify, hold harmless, and defend the Town and the Affordable Housing Trust and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, and compensation, including attorneys' fees and interest arising out of or resulting directly from the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damage costs, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property which (2) is caused in whole or in part by any act or omission of the Grantee, anyone directly or indirectly employed by the Grantee or anyone for whose acts the Grantee may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

21. Notice.

Any notice, demand, request, consent, approval, communication either party is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, first class mail to the respective addresses set forth below. Either party may change its address by notifying the other party of the change of address in writing.

To the Town:
Town Administrator
155 Village Street
Medway, MA 02053

To Grantee:
Metro West Collaborative Development, Inc.
79B Chapel Street
Newton, MA 02458

22. Changes.

In the event that changes in the Project become necessary, including but not limited to changes in funding, scope, or duration, the Grantee shall request the change in writing. If the Town agrees to such changes, they must be approved in writing by the Board of Selectmen and the Affordable Housing Trust and incorporated into this Agreement as amendments.

23. Community Preservation Act Awareness. The Grantee shall identify that the Project was funded through the Town of Medway Community Preservation Committee and the Affordable Housing Trust in its written materials about the Project, including press releases, brochures, and similar materials.

24. Other Provisions.

All other provisions, if any, are set forth within the following ATTACHMENTS attached hereto and made a part hereof as listed below:

- A. Affirmative Vote of Town Meeting
- B. CPC Funding Recommendation
- C. Declaration of Affordable Housing Restrictions (*Template due at time of Execution of this agreement*)
- D. Deed of the Property
- E. Property Mortgage
- F. Grantee's CPC Funding Proposal for Affordable Housing Development
- G. Insurance Requirements
- H. Grant Disbursement Schedule

- I. Certificate of Tax Compliance
- J. Corporate Certificate of Authority, Certificate of Vote of Board of Directors, and Certificate of Good Standing for Metro West Collaborative Development, Inc.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in three sets to be effective when executed by the Board of Selectmen of Medway.

Metro West Collaborative Development, Inc.

By: _____
Jennifer Van Campen, Executive Director Date

Town of Medway

By: _____
Date

I certify that funds are available within Account # _____ in the amount of \$ _____ .00 for this Agreement.

By: _____
Date

By Medway Affordable Housing Trust

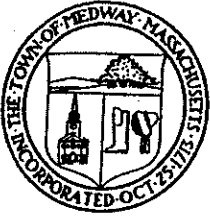
By: _____
Date

I certify that funds are available within Account # _____ in the amount of \$ _____ .00 for this Agreement.

By: _____
Date

Approved as to legal form and character

By: _____
Date



MEDWAY TOWN CLERK

155 VILLAGE STREET
MEDWAY, MASSACHUSETTS 02053
(508) 533-3204 • FAX: (508) 533-3287
mwhite@townofmedway.org

MARYJANE WHITE, CMMC

CERTIFIED MASSACHUSETTS MUNICIPAL CLERK

JUSTICE OF THE PEACE

NOTARY PUBLIC

CERTIFICATION

I, Maryjane White, Town Clerk of the Town of Medway hereby certify the following action taken at the Special Town Meeting held Nov. 13, 2017 under Article 8 A quorum being present.

ARTICLE 8:(Fund Affordable Housing Unit Creation)

To see if the Town will vote, in accordance with Massachusetts General Laws Chapter 44B, to appropriate the sum of \$500,000 from the Community Preservation Fund, the total of which shall be from Community Housing Reserves, to fund a grant to Metro West Collaborative Development, Inc. for the purpose of constructing affordable housing units in a development known as Glen Brook Way, and to authorize the Board of Selectmen to enter into a grant agreement on such terms and conditions as the Board of Selectmen shall determine to be appropriate with Metro West Collaborative Development, Inc. outlining the purposes for and the conditions upon which these funds may be expended, and, further, to authorize the Board of Selectmen or its designees to accept one or more deed restrictions for affordable housing purposes on said property meeting the requirements of Massachusetts General Laws Chapter 184, or act in any manner relating thereto.

BOARD OF SELECTMEN

VOTED: To appropriate the sum of \$500,000 from the Community Preservation Fund, the total of which shall be from Community Housing Reserves, to fund a grant to Metro West Collaborative Development, Inc. for the purpose of constructing affordable housing units in a development known as Glen Brook Way, and to authorize the Board of Selectmen to enter into a grant agreement on such terms and conditions as the Board of Selectmen shall determine to be appropriate with Metro West Collaborative Development, Inc. outlining the purposes for and the conditions upon which these funds may be expended, and, further, to authorize the Board of Selectmen or its designees to accept one or more deed restrictions for affordable housing purposes on said property meeting the requirements of Massachusetts General Laws Chapter 184

VV

(Majority)

DATE Nov 8, 2017

A true copy
ATTEST Mary Jane White

ATTACHMENT B
COMMUNITY PRESERVATION COMMITTEE

155 Village Street
Medway, Massachusetts 02053

November 13, 2017

**Annual Fall Town Meeting Warrant Votes and
Recommendations**

Affordable Housing Unit Creation: Article 8

At the October 2, 2017 meeting the Community Preservation Committee a motion was made and unanimously passed to recommend that the Town appropriate \$500,000 from the CPC Community Housing Reserves to construct 48 affordable housing units/Glen Brook Way on West Street..

Purchase of 158 Main Street: Article 9

At the October 2, 2017 meeting the Community Preservation Committee a motion was made and unanimously passed to recommend that the Town appropriate \$535,000 from the CPC Historical Reserve to purchase property at 158 Main Street.

\$525,000	Purchase price of house
\$ 10,000	Expense related to purchase

**Capital Project: Parks Improvement – Choate, Oakland and Middle School
Article 12**

At the October 2, 2017 meeting the Community Preservation Committee a motion was made and unanimously passed to recommend that the Town appropriate \$2M for project to update and improvements to three (3) Town Parks: Oakland Street, Middle School and Choate Park. Funds to be allocated from the Community Preservation General Fund, approval is subject to the Town approving matching funds (Article 11).

ATTACHMENT C

AFFORDABLE HOUSING RESTRICTION

TOWN OF MEDWAY

Glen Brook Way Apartments, LLC a Massachusetts corporation, organized and existing in accordance with Massachusetts law, with an address of 79B Chapel St., Newton, MA ("Grantor"), grants with quitclaim covenants, to the TOWN OF MEDWAY (the "Town"), with an address of 155 Village Street, Medway, Massachusetts 02053, its successors and assigns, or its designee, exclusively for the purpose of ensuring retention of housing for occupancy by low income individuals and households, the following described Affordable Housing Restriction on land located at 0 Glen Brook Way, 1 Glen Brook Way, 3 Glen Brook Way, and 33 West Street, Medway, Massachusetts, said land being described in Exhibit A attached hereto, and all improvements now or hereafter located thereon (collectively, the "Property").

WHEREAS, the Town has granted to Grantor funds in the amount of One Million Dollars (\$1,000,000.00) (the "*Grant Funds*") under the Community Preservation Act, G.L. c. 44B ("*CPA*"), for the purposes of constructing, developing, and operating sixteen 1-bedroom units, twenty-one 2-bedroom units and eleven 3-bedroom units of low-income housing units on the Property (the "*Project*");

WHEREAS, Grantor and the Town entered into a Grant Agreement on _____, 2017 (the "*Grant Agreement*"), which sets forth the terms and conditions under which the Grant Funds will be provided;

WHEREAS, the Grant Agreement provides that Grantor shall grant the Town an affordable housing restriction acceptable to the Town, ensuring that all forty-eight units on the Property (the "*Units*") shall be rented to and/or occupied by low income individuals and households, binding and enforceable by the Town in perpetuity, and approved by the Department of Housing and Community Development ("*DHCD*") under G.L. c. 184, §31, which restriction shall be recorded with the Norfolk District Registry of Deeds free and clear of liens, and in a form acceptable for including all the Units in the Project in the Town's Subsidized Housing Inventory ("*SHI*");

WHEREAS, Grantor is imposing and recording this Restriction to satisfy the conditions of the Grant Agreement and the CPA;

WHEREAS, the rights and restrictions granted herein to the Town serve the public's interest in the creation and retention of affordable housing for persons and households of low income;

WHEREAS, the Property is subject to a Regulatory Agreement entered into by the Grantor, the Town and Massachusetts Department of Housing and Community Development (“DHCD”), recorded with said Deeds in Book _____, Page _____ and incorporated herein by reference (the “Regulatory Agreement”); and

WHEREAS, Grantor will undertake the Project subject to the provisions of the Comprehensive Permit recorded with the Norfolk Registry of Deeds in Book _____, Page _____ (the “Comprehensive Permit”), under which Grantor will rent all the Units to low-income households and individuals, as more particularly set forth therein;

NOW, THEREFORE, for valuable consideration received, Grantor, for itself and its successors and assigns, hereby grants this Affordable Housing Restriction to the Town upon the following terms, in accordance with G.L. c.44B, §12(a) and G.L. c. 184, §§31-33.

1. Permitted Use. The purpose of this Affordable Housing Restriction is to ensure that all of the forty-eight or more rental housing units constructed on the Property (the “Units”) shall be used and retained as affordable rental housing for occupancy by low income individuals and households. Grantor shall not permit the use and occupancy of any Unit for any purpose other than rental to a Qualifying Household in accordance with the Affordability Commitments (defined below).

2. Construction of the Project. The Property shall be used only for the Project and such other purposes as set forth in the Grant Agreement. Grantor shall construct and operate the Project in accordance with the plans and specifications approved by the Town. Each Unit in the Project shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations.

3. Affordable Units. During the term of this Affordable Housing Restriction, all the Units shall be rented to individuals and/or households whose annual income is at or below eighty percent of the Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development (“HUD”), and owning assets not in excess of the limit set forth in guidelines published by DHCD, as amended from time to time (a “Qualifying Household”). A household’s eligibility for housing shall be determined in accordance with DHCD’s Local Initiative Program, or successor program, guidelines. The “Area” means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Town, as determined by HU. The “Area Median Income” means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by DHCD for its low and moderate income housing programs shall apply.

4. Rental Expenses; Continued Eligibility. (a) Except as provided below, the annual rental expense for each Unit, including the provision of heat, electricity and hot water, shall not exceed thirty percent of the income of a Qualifying Household earning no more than eighty

percent of the area median income for the Area Median Income, adjusted for household size. Notwithstanding the foregoing, if a Unit has a subsidy commitment through any federal or state rental assistance program, then the maximum rent shall be that permitted by such program.

(b) Any Unit occupied by a Qualifying Household at the commencement of occupancy shall be deemed an affordable unit, so long as (i) such Unit continues to be rent-restricted and (ii) the tenant's income does not exceed 140% of the Maximum Income (as defined in Section 42(g)(1) of the Internal Revenue Code). If, after initial occupancy, the income of a tenant in a Unit increases, and the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, Grantor shall not be in violation of this Affordable Housing Restriction, provided that such over income tenant must pay as monthly rent an amount equal to the lesser of (i) one-twelfth of thirty percent (of such tenant's income as recertified annually or (ii) the comparable market rent for the Unit.

(c) Notwithstanding the foregoing, the monthly rent charged for a Unit occupied by an Qualifying Household holding a Section 8 tenant-based housing voucher or certificate (each a "Section 8 Certificate Holder Household") shall be no greater than the maximum amount permitted under HUD's Section 8 program for a comparable dwelling unit in the Medway area. In determining such maximum monthly rents, there shall be included an allowance for utilities and services paid by the residents, as determined by HUD's Section 8 regulations, currently codified at 24 CFR part 5.

5. Resident Selection Plan. Prior to selecting residents, Grantor shall submit to the Town resident selection criteria consistent with the RFP and the Proposal and approved by DHCD in writing, referred to as the "Resident Selection Plan." The Resident Selection Plan shall provide for a preference for residents and employees of the Town of Medway for up to seventy percent of the Units, to the extent allowed by applicable laws, rules, and regulations. Grantor shall select tenants for the Units in a fair and impartial manner, based on the Resident Selection Plan, which shall be made available to such tenants upon request. The parties acknowledge that the provisions of the Resident Selection Plan must be approved by DHCD and comply with any and all applicable laws, rules, regulations and bylaws.

6. Income Determinations. Grantor represents, warrants and covenants that the determination of whether a household is a Qualifying Household shall be made by Grantor at the time of leasing of each Unit and thereafter at least annually on the basis of the current income of such household. In initially verifying a household's income, Grantor shall examine the source documents evidencing annual income (e.g. wage statements, interest statements, unemployment compensation statements) for the household. Grantor shall maintain as part of its Project records copies of all leases of the Units in the Project and all initial and annual income certifications by tenants of the Units. Grantor shall also provide the Town with a copy of such other information as the Town may reasonably request in order to ensure compliance with the terms of this Affordable Housing Restriction.

7. Rent Schedule. Projected initial monthly rents and allowances for utilities and services for all the Units shall be as set forth in Exhibit B attached hereto. Annually, as part of

the annual reports required under Section 8, Grantor shall submit to Town a proposed schedule of monthly rents and monthly allowances for utilities and services for all the Units. The rent schedule shall include the maximum rents applicable to the Units. Such schedule shall be subject to the approval of Town for compliance with the requirements of Section 4. The submission shall include in its cover letter the following legend in boldface, upper case letters: **“FAILURE BY THE TOWN TO OBJECT TO THE ENCLOSED PROPOSED SCHEDULE OF RENTS AND ALLOWANCES WITHIN THIRTY DAYS OF RECEIPT SHALL BE DEEMED APPROVAL OF SAME.”** The Town’s rights to approve rents shall be limited to compliance of the Units with the rent-restriction requirements of Section 4. If a response is not received from the Town within thirty days of submission, the proposed rents and allowances will be deemed approved. The Town hereby agrees that, if Grantor obtains financing for the Project from a Public Subsidy Program, the Town will accept, in satisfaction of the above-described annual rent and allowance schedule, the annual rent and allowance schedule for the Units approved under such Public Subsidy Program, provided that all the Units are counted in the Town’s SHI. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Grantor to all affected tenants.

8. Leases. All leases for the Units shall be consistent with the requirements set forth herein, shall be for terms of not less than one year (unless a shorter term is specified by mutual agreement between the tenant and Grantor, subject to the requirements of the Public Subsidy Program(s)) and shall require tenants to provide information required for Grantor to meet its reporting requirements hereunder. Grantor may not terminate the tenancy or refuse to renew the lease of an occupant of a Unit except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty days by Grantor's service on the tenant of a written notice specifying the grounds for the action.

9. Affordability Commitments. The provisions of Sections 3 through 8 are referred to as the “Affordability Commitments.”

10. Annual Compliance Report. Records; Annual Compliance Report.

(a) Grantor shall secure and maintain on file for six years after the respective tenant vacates the Restricted Unit, copies of all leases of the Restricted Units, all initial and annual certifications, and such other reports, statements, or other documents required to ensure that the Affordability Commitments are being complied with. Grantor shall provide the foregoing information and copies of relevant documents to the Town upon request, and such other information and documents as Grantor is required to provide under the Regulatory Agreement, if any, subject to statutory and regulatory requirements regarding tenant confidential information and the provisions of the Public Records Law. Grantor further covenants and agrees to notify the Town in writing if Grantor discovers non-compliance with any restrictions hereunder.

(b) Grantor shall deliver annually to the Town a copy of any annual compliance report or other materials or information that Grantor is required to supply under the Regulatory

Agreement, subject to statutory/regulatory requirements regarding tenant confidential information.

11. If no compliance report is required under Regulatory Agreement or such report does not include matters required under this Restriction, Grantor agrees to prepare and deliver annually a report (the "Annual Compliance Report") to the Town regarding compliance with the Affordability Commitments, including certifications regarding the annual and monthly gross and adjusted income of each Eligible Household occupying a Restricted Unit. With respect to an Eligible Household that moved to a Restricted Unit in the prior year, the annual report shall also include certification regarding the annual incomes of each such Eligible Household at the time of their initial occupancy of the Restricted Unit. The annual reports shall be in a form approved by the Town and shall contain such supporting documentation as the Town shall reasonably require. In addition to the foregoing, Grantor shall keep such additional records and prepare and submit to the Town such additional reports as the Town may deem necessary to ensure compliance with the requirements of this Restriction. Grantor shall deliver the Annual Compliance Report within ninety (90) days from the end of each calendar year during the term of this Restriction.

12. Nondiscrimination. Grantor shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Project. Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to a holder of a certificate under the Federal Housing Choice Voucher Program or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such rental voucher or comparable tenant-based assistance document.

13. No Demolition. Except to the extent provided otherwise in the Lease, Grantor shall not, during the term of this Affordable Housing Restriction, demolish any part of the Project or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of the Town, which consent may be granted or withheld in the Town's sole judgment.

14. Casualty. Except to the extent provided otherwise in the Lease, Grantor represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, Grantor (subject to the approval of the lender(s) providing financing) will use diligent efforts to repair and restore the Project to the same condition as existed prior to the event causing such damage or destruction if it is financially feasible to do so, and Grantor represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

15. Compliance. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Grantor shall

carry out each activity provided for in this Affordable Housing Restriction in compliance with all applicable federal and state laws and regulations.

16. Inspection Grantor hereby grants to the Town and its duly authorized representatives the right to enter the Property (a) during business hours, upon 24 hours' notice, for the purpose of inspecting the Project to determine compliance with this Affordable Housing Restriction or any other agreement between Grantor and the Town, and (b) after thirty days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

17. Term. (a) This Affordable Housing Restriction is intended to ensure that all the Units on the Property are rented to Qualifying Households, binding on Grantor and enforceable by the Town in perpetuity. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. Grantor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.

(b) Grantor intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use and occupancy of the Property: (a) shall be and are covenants running with the Property, encumbering the Property in perpetuity, and binding on Grantor's successors and all subsequent tenants of the Property under the Lease, (b) are not merely personal covenants of Grantor, and (c) shall bind Grantor and its successors and assigns (and the benefits shall inure to the Town and to any present or future owner of the Property). Grantor acknowledges that it has received assistance from the Town in developing the Property as affordable housing.

18. Enforcement. The Town shall have the right to enforce this Restriction (independently of DHCD) by appropriate legal proceedings and to obtain injunctive and other equitable relief against any Event of Default, including without limitation relief requiring restoration of the Restricted Units and/or the Property to its condition prior to any such Event of Default (it being agreed that the Town will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town. Grantor covenants and agrees to reimburse to the Town all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to cure any violation hereof (after any applicable notice and cure period has expired), provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. If any provision of this

Restriction shall to any extent be held invalid, the remainder shall not be affected. No delay or omission on the part of the Town in enforcing the restrictions contained herein shall operate as a waiver of the right to enforce it, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

Grantor shall be in "Default" under this Restriction if Grantor fails to comply with any of the terms and conditions of this Restriction. Notwithstanding the foregoing, a Default shall only constitute an "Event of Default," for which the Town may enforce its rights hereunder, if the Town has given written notice of the Default to Grantor, and such Default is not cured within thirty days from the date of that the Town has given Grantor written notice of the same; provided, however, that if the Default is of such a nature that it cannot be accomplished with due diligence within said period of thirty days, then Grantor shall have such additional reasonable period of time, not to exceed ninety days from the Town's written notice to Grantor, to cure such Default provided Grantor shall have commenced to cure such Default within the initial thirty day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion within said ninety day period, and the Town does not reasonably deem the Property jeopardized by such further delay.

19. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying Grantor's leasehold interest in the Property or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the leasehold interest in the Property or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

20. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Metro West Collaborative Development, Inc.
79-B Chapel St.
Newton, MA 02458

If to the Town:

Town of Medway
155 Village Street
Medway, MA 02053
Attention: Town Administrator

With a copy to:

KP Law, P.C.
101 Arch Street
Boston, Ma 02110

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon receipt.

21. Amendment. (a) This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all parties to this Affordable Housing Restriction.

(b) Notwithstanding anything in this Affordable Housing Restriction to the contrary, the Project shall be subject to any applicable restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision in this Affordable Housing Restriction that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

22. Monitoring Services. The Town acknowledges that DHCD will conduct monitoring services under the Regulatory Agreement. In the event that DHCD or any other monitoring agent reasonably acceptable to the Town no longer provides monitoring services under the Regulatory Agreement, Grantor agrees that it will retain a monitoring agent, at Grantor's expense, to conduct affirmative fair marketing and to review and enforce Grantor's compliance with the terms of this Restriction, and make such amendments hereto, or enter into other agreements and/or take other steps, as may be necessary or convenient to ensure that all the Restricted Units continue to be counted in the DHCD's SHI for the term set forth herein.

23. DHCD Approval. Under the provisions of this Affordable Housing Restriction, Grantor has obligations based on DHCD's approval of the Resident Selection Plan and the annual rent and allowance schedule. Grantor and the Town agree that if DHCD no longer exercises such approval rights, or in any instance if Grantor fails to provide the Town with DHCD's written approval of said Resident Selection Plan and/or the rent and allowance schedule, then the Town shall exercise the right to approve (i) the Resident Selection Plan as being consistent with

affirmative fair marketing, and/or (ii) the annual rent and allowance schedule, respectively, in all cases such Town approval not to be unreasonably denied, conditioned nor delayed, and, under the circumstances providing for such Town approval pursuant to the terms herein, Grantor shall submit the foregoing to the Town for approval at least sixty days prior to the effective date thereof. Nothing herein shall in any way impair the Town's rights and remedies for any breach of the Affordability Commitments.

24. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Executed under seal this _____ day of _____, 2017.

Glen Brook Way Apartments, LLC

By: [Signature]
Name: Jennifer VanCamp
Title: Authorized Representative

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 14 day of December 2017, before me, the undersigned notary public, personally appeared Jennifer VanCamp, the _____ of Glen Brook Way Apartments, LLC, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Glen Brook Way Apartments, LLC.

[Signature]
Notary Public
My Commission Expires

LENA KALACHIAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 20, 2022

EXHIBIT A - Property Description
EXHIBIT B - Initial Rent Schedule

ACCEPTANCE

The Town of Medway, acting by and through its Board of Selectmen, hereby accepts the foregoing Affordable Housing Restriction from Glen Brook Way Apartments, LLC on this _____ day of _____, 2017.

TOWN OF MEDWAY
By its Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, member of the Medway Board of Selectmen as aforesaid, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Medway.

Notary Public
My Commission Expires

APPROVAL DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The Department of Housing and Community Development, acting by and through its Director, hereby approves the foregoing Affordable Housing Restriction from Glen Brook Way Apartments, LLC on this _____ day of _____, 20__.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, Director of the Department of Housing and Community Development as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Department of Housing and Community Development.

Notary Public
My Commission Expires

EXHIBIT A

Property Description

The property located at 0, 1 and 3 Glen Brook Way and 33 West Street, Medway, Massachusetts described in two deeds recorded with the Norfolk County Registry of Deeds (the "Registry") in Book 35437, Page 61 and Book 35270, Page 532, and also shown on a Plan of Land recorded at Plan Book 556, Page 83 in the Registry

EXHIBIT B

Projected Initial Rent Schedule

<u>Description of Units</u> <u>(# of bedrooms)</u>	<u>Contract rent</u>	<u>Utility Allowance</u>	<u>Total gross rent</u>	<u>No. of Units</u>
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<u>Parking spaces</u>		50 @	\$0/Month x 12 = \$0	
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589204/MEDW/0019

QUITCLAIM DEED

Summit Home Builders, Inc., a Massachusetts Corporation formed under the laws of the Commonwealth of Massachusetts, with a principal address of 59R Winthrop Street, Medway, Norfolk County, Massachusetts,

For consideration of THREE HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$378,000.00) PAID,

Grant to Glen Brook Way Apartments LLC, of 79B Chapel Street, Newton, Middlesex County, Massachusetts

with QUITCLAIM COVENANTS

The land in Medway, with any improvements thereon, Norfolk County, Massachusetts on Glen Brook Way, being shown as Lots 2 and 3, and the fee interest in said Glen Brook Way, as shown on a plan entitled "Definitive Subdivision" "Hopping Brook Estates" Subdivision Plan of Land in Medway, Mass. Scale: 1" = 40' Date: June 3, 2005 Prepared By: VEO Associates, Inc. recorded at the Norfolk Registry of Deeds as plan 83 of 2006 in Plan Book 556 and to which plan reference may be had for a more particular description of the granted premises.

Said Lot 2 contains 22,807 plus or minus square feet and Lot 3 contains 70,817 plus or minus square feet according to said plan.

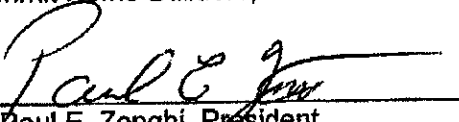
Lot 3 is conveyed subject to a Drainage Easement as shown on said plan.

For title seed deed from Barbara E. Ashman dated June 30, 2006 recorded at the Norfolk Registry of Deeds at Book 23841, Page 257.

This transfer does not constitute a sale of all or substantially all of the grantor's assets and is made in the ordinary course of business.

Witness my hand and seal this 11th day of September, 2017.

Summit Home Builders, Inc.

By: 
Paul E. Zonghi, President
and Treasurer

Property: 0, 1 and 3 Glen Brook Way, Medway, MA

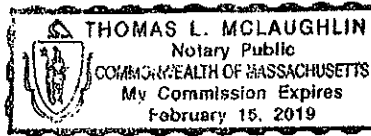
COMMONWEALTH OF MASSACHUSETTS

September 11, 2017

On this 11th day of September, 2017, before me, the undersigned notary public, personally appeared Paul E. Zonghi, President and Treasurer of Summit Home Builders, Inc. aforesaid and acknowledged the foregoing instrument to be the free act and deed of Summit Home Builders, Inc. who proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document in my presence and as the free act and deed of Summit Home Builders, Inc.



Thomas L. McLaughlin, Notary Public
My Commission Expires: 2/15/2019



A true copy from Lib. 35437 Fol. 601
In Norfolk County Registry of Deeds
Dedham, MA

Certify: *Arthur P. O'Connell*
Register

ATTACHMENT D

Bk 35270 Pg532 #63619
07-13-2017 @ 10:05a

FOR RECORDING ONLY

2 PAGES

FIDUCIARY DEED

PROPERTY ADDRESS: 33 WEST Street, Medway, MA 02053

I, KAREN A. ARBOUR, as Personal Representative of the Estate of BARBARA E. ASHMAN (hereinafter called "SELLER"), Norfolk Probate Court Docket No. 12P2822EA, by the power of sale conferred by the Will probated in the Norfolk Probate Court and decreed December 4, 2012 and every other power, with an address of 33 West Street, Medway, Norfolk County, MA 02053,

For consideration paid in full of THREE HUNDRED and THREE (\$303,000.00) THOUSAND and 00/100 DOLLARS,

Grants to GLEN BROOK WAY APARTMENTS LLC of 79-B Chapel Street Newton, Massachusetts, Middlesex County, Massachusetts 02458 (hereinafter called BUYER OR PURCHASER), the following Property:

A certain parcel of land located in Medway, Norfolk County, Massachusetts including all the buildings thereon, as more particularly described in Exhibit A attached hereto.

For title, being the same premises conveyed to Glen J. Ashman and Barbara E. Ashman by Celia Kenion, dated May 9, 1963, and recorded with the Norfolk Registry of Deeds in Book 4069, Page 504, and being more particularly described in Exhibit A attached hereto.

Said premises are conveyed subject to easements and restrictions of record, if any.

WITNESS my hand and seal this 5th day of July, 2017.


Karen A. Arbour
KAREN A. ARBOUR,
Personal Representative Estate of
Barbara E. Ashman, Norfolk Probate Court
Docket No. 12P2822EA & not individually.

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

July, 2017

On this 5th day of ~~April 2016~~ ^{July 5th MB}, before me, the undersigned notary public, personally appeared KAREN ARBOUR as Personal Representative, proved to me through satisfactory evidence of identification, which was/were LISENCE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 7/26/17 Michael M. Kaplan

EXHIBIT A

The land in Medway, Norfolk County, Massachusetts on Glen Brook Way, being shown as Lot 1 in said Glen Brook Way, as shown on a plan entitled "Definitive Subdivision" "Hopping Brook Estates" Subdivision Plan of Land in Medway, Mass. Sale: 1" = 40' Date: June 3, 2005 Prepared by: VEO Associates, Inc. and recorded in Plan Book 556, Plan 83 and to which plan reference may be had for a more particular description of the premises.

Lot 1 contains 22,870 s. f.

A true copy from Lib. 35276 Fol. 532
in Norfolk County Registry of Deeds
Dedham, MA

Certify: *Arthur P. O'Connell*
Register

ATTACHMENT E

Affected properties: 0 Glen Brook Way, Medway, MA,
1 Glen Brook Way, Medway, MA,
3 Glen Brook Way, Medway, MA,
33 West Street, Medway, MA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made on this ____ day of December ____, 2017, by and between **Glen Brook Way Apartments, LLC**, a Massachusetts limited liability company, having an address of c/o Metro West Collaborative Development, Inc., 79B Chapel Street, Newton, MA 02458 ("Grantee" or "Mortgagor"), the **Town of Medway**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of 155 Village Street, Medway, MA 02053 (the "Town"), and the **Medway Affordable Housing Trust**, a Massachusetts trust established pursuant to the provisions of General Laws Chapter 44, Section 55C, having an address of 155 Village Street, Medway, MA 02053 (the "Trust"). The Town and the Trust shall collectively be referred to herein as the "Grantor".

I. GRANTING CLAUSE

Pursuant to that certain Community Preservation Funding Agreement dated as of December _____, 2017, by and between Metro West Collaborative Development, Inc., Glen Brook Way Apartments, LLC, the Town of Medway, and the Medway Affordable Housing Trust (the "Funding Agreement") made in connection with the Glen Brook Way Affordable Housing Project (the "Project"), Grantor agreed to grant Grantee up to \$1,000,000.00 for reimbursement for eligible expenses for the Project.

The total sum of disbursements made from time to time under the Funding Agreement shall be deemed to be the "Grant Amount" as referred to herein.

To secure Grantee's repayment obligations to Grantor under the Funding Agreement and the performance of the covenants and agreements of Grantee set forth in the Funding Agreement, Mortgagor/Grantee hereby mortgages, grants and conveys to Grantor, with MORTGAGE COVENANTS, upon STATUTORY CONDITION and with the STATUTORY POWER OF SALE, the property located at 0, 1 and 3 Glen Brook Way and 33 West Street, Medway, Massachusetts described in two deeds recorded with the Norfolk County Registry of Deeds (the "Registry") in Book 35437, Page 61 and Book 35270, Page 532, and also shown on a Plan of Land recorded at Plan Book 556, Page 83 in the Registry (the "Land");

TOGETHER with all the buildings and improvements now or hereafter erected on such Land, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be

deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said Land, are hereinafter referred to as the "Property."

Grantee covenants that Grantee is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is free from any mortgages and other encumbrances except the mortgages granted by Grantee to Boston Community Loan Fund, Inc., recorded in Book 35270, Page 535 and in Book 35437, Page 63 in the Registry, (the "Senior Lender") to secure the certain loans made in connection with the Project. Grantee warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

II. COVENANTS

Grantee and Grantor covenant and agree as follows:

1. **Repayment.** In the event that Grantee fails to meet the requirements of the Funding Agreement, or if there is any event of default under the Funding Agreement, Grantee shall repay to Grantor the Grant Amount all as set forth in the Funding Agreement.

The amount due under the Funding Agreement shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, of the Grantee, or upon the filing of a petition by or against the Grantee under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Grantee of an assignment for the benefit of the Grantee's creditors.

The Grantor is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable also upon the happening of any of the following events:

- (a) Failure of Grantee to use the Grant Amount exclusively for purposes permitted under the Funding Agreement;
- (b) Nonperformance by Grantee of any covenant, agreement, term or condition of the Funding Agreement and/or any other agreement heretofore, herewith or hereafter made by Grantee with Grantor;
- (c) The sale or other transfer of any kind or nature of the Property, or any part thereof, without the prior written consent of Grantor, which consent may be withheld at Grantor's sole discretion;
- (d) The granting of any mortgages on the Property (other than this Mortgage) or any part thereof, or refinancing any mortgage, or the placing of new mortgages or any other encumbrance on the Property, without the prior written consent of Grantor, which consent may be withheld at Grantor's sole discretion. Any mortgage granted on the Property by Grantee after the recording of this instrument in the Registry shall be subject to this Mortgage. Notwithstanding the foregoing, Grantor may, at Grantee's request and at Grantor's sole and absolute discretion, agree to subordinate this Mortgage to a mortgage granted to a lender, as evidenced by a subordination

agreement executed by Grantor and recorded with the Registry, which mortgage, if any, shall be referred to as the "Senior Mortgage". Notwithstanding the foregoing, Grantee shall not refinance, increase the amount of, modify, amend, or extend such Senior Mortgage or the debt or any obligation secured thereby without obtaining Grantor's prior written consent;

- (e) Failure of Grantee to perform any covenant, agreement, term or condition in the Senior Mortgage and any other lien upon the Property, or any part thereof, which has or shall have priority over the lien of this Mortgage; and/or
- (f) Grantor's discovery of Grantee's failure in any application of Grantee to Grantor to disclose any fact deemed by Grantor to be material, or the making therein, or in any of the agreements entered into by Grantee with Grantor (including, but not limited to, the Funding Agreement and this Mortgage) of any material misrepresentation by, on behalf of, or for the benefit of Grantee.

Any event enumerated in this Section or as otherwise set forth in the Funding Agreement, upon the happening of any of which the Funding Agreement shall become, or may be declared to be, immediately due and payable, are in this Mortgage called an "event of default."

2. **Other Mortgages; Charges; Liens.** Grantee shall perform all of Grantee's obligations under the Senior Mortgage (if any is allowed by Grantor), including Grantee's covenants to make payments when due. Grantee shall pay or cause to be paid all taxes, assessments and other charges and impositions attributable to the Property that may attain a priority over this Mortgage.

3. **Hazard Insurance.** Grantee shall keep improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards included within the term "extended coverage." All insurance thereof shall include a standard mortgage clause in favor of Grantor, and shall name Grantor as loss payee and as an additional insured party. Grantor shall hold the policies and renewals thereof, subject to the terms of the Senior Mortgage (if any). In the event of loss, Grantee shall give prompt notice to the insurance carrier and to Grantor. Grantor may make proof of loss if not made promptly by Grantee.

4. **Preservation and Maintenance of Property.** Grantee shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Grantee shall comply with any law, by-law, ordinance, restriction, regulation, order or code affecting the Property or the use thereof, including, without limitation, those relating to oil, hazardous or toxic substances or materials or any other environmental contaminants. Grantee shall perform all of Grantee's obligations under the Comprehensive Permit and related constituent documents issued for the Project.

5. **Protection of Grantor's Security.** If Grantee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Grantor's interest in the Property, Grantor, at Grantor's sole option, upon notice to Grantee, may (but shall not be obligated to) disburse such sums and take such actions as

are necessary to protect Grantor's interest, and any expenses so incurred by Grantor, including reasonable attorney's fees, shall be added to the sums secured by this Mortgage.

6. **Inspection.** Grantor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Grantor shall give Grantee notice prior to any such inspection specifying reasonable cause therefor related to Grantor's interest in the Property.

7. **Damage by Fire or Other Casualty; Condemnation.** If by reason of any damage or destruction to the Property, any sums are paid under any insurance policy mentioned in Section 3, such proceeds shall, subject to the rights of the holder of the Senior Mortgage (if any), be paid to Grantor alone, to be applied toward reimbursement of all costs and expenses of Grantor in collecting such proceeds, and, at the option of Grantor, either toward payment of the indebtedness secured hereby or any portion thereof, rebuilding or replacement of that part of the Property so damaged or destroyed; provided, however, if the holder of the Senior Mortgage (if any) determines to apply available insurance proceeds to reconstruction of the Property, Grantor shall consent to such application. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Grantor to the extent of the amount of the outstanding Grant Amount, as provided in the Funding Agreement, subject to the terms and conditions of the Senior Mortgage (if any).

8. **Grantee Not Released; Forbearance By Grantor Not a Waiver.** Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Mortgage granted by Grantor to any successor in interest of Grantee shall not operate to release, in any manner, the liability of the original Grantee and Grantee's successors in interest. Grantor shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of demand made by the original Grantee and Grantee's successors in interest. Any forbearance by Grantor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** Grantee's interest under the Funding Agreement and this Mortgage may not be transferred, assigned, or assumed without the written consent of Grantor, which consent shall not be unreasonably withheld. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor and Grantee. All covenants and agreements of Grantee shall be joint and several.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice required or given under this Mortgage shall be sent by certified mail, return receipt requested, by hand-delivery, and/or by recognized overnight courier addressed to the parties at the address set forth above, which address may be changed by written notice to the other given in the manner herein provided.

11. **Governing Law; Severability.** The terms of this Mortgage shall be construed in accordance with the laws of the Commonwealth of Massachusetts and any disputes regarding

this Mortgage shall be brought in the courts of the Commonwealth of Massachusetts. If any provision or clause of this Mortgage, the Funding Agreement and/or any other agreement between Grantee and Grantor (collectively, the "Governing Documents"), such conflict shall not affect other provisions of the Governing Documents which can be given effect without the conflicting provision, and to this end the provisions of the Governing Documents are declared to be severable.

12. **Breach; Remedies.** Subject to the terms and conditions of the Senior Mortgage (if any), upon Grantee's breach of the STATUTORY CONDITION or any covenant or agreement of Grantee in the Funding Agreement or this Mortgage, including the covenant to pay when due any sums secured by this Mortgage ("Grantee Breach"), Grantor, prior to acceleration, shall give notice to Grantee, as provided in paragraph 10 hereof, specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Grantee, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Grantee of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Grantee to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Grantor, at Grantor's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the STATUTORY POWER OF SALE and any other remedy permitted by applicable law. Grantor shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Mortgage.

If Grantor invokes the STATUTORY POWER OF SALE, Grantor shall mail a copy of a notice of sale of its interest in the Property to Grantee and to any other person required by applicable law, in the manner provided by applicable law. Grantor shall publish the notice of sale and its interest in the Property shall be sold in the manner prescribed by applicable law. Grantor or Grantor's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by any mortgage with a lien which has priority over this Mortgage; (c) to all sums secured by this Mortgage; and (d) the excess, if any, to the person or persons legally entitled thereto.

13. **Grantee's Right to Reinstate.** Notwithstanding Grantor's acceleration of the sums secured by this Mortgage due to Grantee's breach, subject to the terms and conditions of the Senior Mortgage (if any), Grantee shall have the right to have any proceedings begun by Grantor to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) sale of Grantor's interest in the Property pursuant to the Statutory Power of Sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage provided: (a) Grantee cures all breaches of any of the terms of the Funding Agreement; (b) Grantee pays all reasonable expenses incurred by Grantor in enforcing the covenants and agreements of Grantee contained in the Funding Agreement and in enforcing Grantor's remedies as provided in Section 12 hereof, including, but not limited to, reasonable attorneys' fees; and (c) Grantee takes such action as Grantor may reasonably require to assure that the lien of this Mortgage, Grantor's interest in the

Property, and Grantee's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Grantee, the Funding Agreement, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. **Assignment of Rents.** Subject to the rights of the holder of the Senior Mortgage (if any), Grantee hereby assigns to Grantor any and all leases and subleases of the Property or any part thereof, and all of Grantee's right to receive any or all rent and other income reserved in such leases, provided, however, that Grantee or its designee shall retain the right to receive such rent until the occurrence of a default under any instrument executed in connection with this transaction. Grantee shall execute and deliver any such further instruments as Grantor may request to evidence further the foregoing assignment, which shall be in form satisfactory to Grantor, and Grantee hereby grants Grantor full power and authority as Grantee's irrevocable attorney in fact to make, execute, acknowledge, deliver and record such assignments.

15. **Security Agreement.** This instrument is intended to also be a Security Agreement under the Uniform Commercial Code ("UCC"). The conveyance of the Property shall constitute a grant of a UCC Security Interest therein and the recording of this instrument shall have the effect of a fixture filing. In addition to any other remedy contained herein, upon the occurrence of any Event of Default by Grantee and at any time thereafter, Grantor shall have all of the remedies of a secured party under the UCC as now in effect in the Commonwealth of Massachusetts, and such further remedies as may from time to time hereafter be provided under Massachusetts law for a secured party.

16. **Cumulative Remedies.** All remedies provided in this Mortgage are distinct and in addition to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. **Release.** Upon the satisfaction of all terms of the Funding Agreement or upon proper payment of all sums secured by this Mortgage, Grantor shall discharge this Mortgage without cost to Grantee. Grantee shall pay all costs of recordation, if any.

(Signature page follows)

This Mortgage is executed under seal this _____ day of December, 2017.

MORTGAGOR:

Glen Brook Way Apartments, LLC

By: Metro West Collaborative Development, Inc., Its Member

By:

Jennifer Van Campen
Jennifer Van Campen, Executive Director

12/14/17
Date

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14 day of December, 2017, before me, the undersigned Notary Public, personally appeared Jennifer Van Campen, proved to me through satisfactory evidence of identification, which was MA DL S36484112, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Jennifer Van Campen
(Official Signature and Seal of Notary)
LENA KALACHIAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 20, 2022

ATTACHMENT F



August 15, 2017

Mr. Doug Havens and the Medway Housing Trust,

On behalf of the Board of Directors of Metro West Collaborative Development, I am writing to request your continued support of our creation of an affordable housing development at Glen Brook Way, Medway. At this time, we are requesting a contribution of \$1,000,000 of Community Preservation Act funds or other local resources.

Glen Brook Way Apartments will provide 48 rental homes, a mix of 1, 2 and 3-bedroom units, to households at or below 60% of the area median income. The Zoning Board of Appeals recently approved our comprehensive permit. Now we will prepare financing applications which will be submitted to the Department of Housing and Community Development (DHCD) towards the end of this year. Having the Town of Medway funds committed prior to that submission will underscore to DHCD the support the Town has invested in this project. The \$1,000,000 in local funds will leverage an additional \$15 million in other public and private funds.

Funds would be used to cover the cost of the land acquisition, architectural and engineering services, legal fees, permitting and financing fees and staff overhead costs.

We very much appreciate the Trust's consideration.

Please feel free to contact me at your convenience at 617-923-3505 x 4.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Van Campen", written over a horizontal line.

Jennifer Van Campen
Executive Director

ATTACHMENT G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760 INSURED METRO WEST CD 79-B CHAPEL ST NEWTON MA 02458-1010	CONTACT NAME: Anne Bergeron PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: ABergeron@easterninsurance.com <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: Selective Insurance Co of SC</td> <td>19259</td> </tr> <tr> <td>INSURER B: North River Insurance Company</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: Selective Insurance Co of SC	19259	INSURER B: North River Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Selective Insurance Co of SC	19259														
INSURER B: North River Insurance Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL1731693282** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S 2206391	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S		58121072263	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
 Insured Locations: 33 West Street and 0, 1, 3 Glen Brook Way, Medway, MA.

Town of Medway is additional insured with respect to general liability if required by written contract in the capacity of lender for the above noted insured locations; subject to the terms, conditions and exclusions of the insured's policy.

CERTIFICATE HOLDER Town of Medway Medway Town Administrator 155 Village St. 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 John Koegel/ABERGE
---	--

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ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE		DATE (MM/DD/YYYY) 12/04/2017
THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.		
PRODUCER NAME, CONTACT PERSON AND ADDRESS Marsh & McLennan Agency LLC 100 Front Street, Suite 800 Worcester, MA 01608	PHONE (A/C, No, Ext): 888 850-9400	COMPANY NAME AND ADDRESS Lloyds of London One Lime Street D&D/NDM London EC3M 7TH UK, GD NAIC NO: 655555
FAX (A/C, No): 866-795-8016 E-MAIL ADDRESS: Joseph.Battaini@marshmma.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #: 312980	POLICY TYPE Property	
NAMED INSURED AND ADDRESS Metro West CD 79B Chapel Street Newton, MA 02458	LOAN NUMBER	POLICY NUMBER BOWPF1700066
ADDITIONAL NAMED INSURED(S)	EFFECTIVE DATE 04/01/2017	EXPIRATION DATE 04/01/2018
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
 Location #: **4 33 West Street Medway, MA 02053**
 Building #: **1 Building**

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		see additional pages		DED: 5,000
	YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: Actual Loss Sustained; # of months 12
BLANKET COVERAGE		<input checked="" type="checkbox"/>		If YES, indicate value(s) reported on property identified above: \$ see additl pgs
TERRORISM COVERAGE	<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNGUS COVERAGE				If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)				
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>		If Yes, %
EQUIPMENT BREAKDOWN (If Applicable)				If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				If YES, LIMIT: DED:
- Demolition Costs				If YES, LIMIT: DED:
- Incr. Cost of Construction				If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)				If YES, LIMIT: DED:
FLOOD (If Applicable)				If YES, LIMIT: DED:
WIND/HAIL (If Subject to Different Provisions)				If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

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.

ADDITIONAL INTEREST

<input checked="" type="checkbox"/> MORTGAGEE	<input type="checkbox"/> CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> LENDERS LOSS PAYABLE		
NAME AND ADDRESS Town of Medway Medway Town Administrator 155 Village St. Medway, MA 02053		AUTHORIZED REPRESENTATIVE

*** Commercial Property Location Specific Coverages ***

Amount of Insurance: 115,000

Subject of Insurance: Building

Amount of Insurance: 19,800

Subject of Insurance: Loss of Rent

Cause of Loss: Special (Including Theft)

***** Description of Operations *****

Certificate holder is added as Mortgagee effective 12/4/17.

COMMUNITY PRESERVATION FUNDING AGREEMENT

Town of Medway,
Medway Affordable Housing Trust,
and

Metro West Collaborative Development, Inc., Glen Brook Way Apartments, LLC

ATTACHMENT H

Grant Disbursement Schedule	
APPROXIMATE DATES	AMOUNT
January 2018 (w/in 60 days of an executed agreement)	\$150,000 (AHT funds)
February 15, 2018 (At Submission of DHCD Funding Request – “One Stop”)	\$250,000 (AHT funds)
November 20, 2018 (At submission of DHCD Funding Request – “One Stop” Or Construction Contract Approval, whichever comes first)	\$250,000 (\$100,000 AHT funds) (\$150,000 CPA funds)
January 1, 2020 (At Construction Contract Approval, or 50% completion of construction, whichever comes later)	\$250,000 (CPA funds)
Construction Completion	\$100,000 (CPA funds)

ATTACHMENT I

**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

METRO WEST COLLABORATIVE DEV., INC.
Corporate Name (please print or type)

Paul Moreton
Signature of Corporate Officer

12/5/17
Date

PAUL MORETON
Name of Corporate Officer (please print or type)

TREASURER
Title

22-3073668
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.

ATTACHMENT J

RESOLUTIONS OF THE BOARD OF DIRECTORS OF METRO WEST COLLABORATIVE DEVELOPMENT, INC.

December 13, 2017

WHEREAS, Metro West Collaborative Development, Inc., a Massachusetts nonprofit corporation (the "Corporation"), is the sole member of Glen Brook Way Apartments LLC, a Massachusetts limited liability company (the "Company");

WHEREAS, the Board of Directors (the "Board") of the Corporation has determined that it is in furtherance of the Corporation's mission for the Corporation to construct an affordable project to be located at 33 West Street and Glen Brook Way in Medway, Massachusetts (the "Project"); and

WHEREAS, in order to facilitate the financing of the construction of the Project, the Board has determined that it is consistent with the Corporation's interests for the Corporation, acting for itself and in its capacity as the sole member of the Company and as guarantor of the payment and performance of certain obligations of the Company (as described herein), to undertake the following actions in furtherance thereof.

NOW, THEREFORE, the Board does hereby approve the following resolutions:

I. Financing of the Project and Related Matters

VOTED: That the Corporation, on behalf of itself and its capacity as the sole member of the Company, shall facilitate the Company's partial financing of Project predevelopment expenses and the construction of the Project (the "Financing"), which Financing includes (i) \$500,000 of Community Preservation Act funds from the Town of Medway (the "CPA Funds") and (ii) \$500,000 of Affordable Housing Trust funds from the Medway Affordable Housing Trust (the "AHT Funds"), which CPA Funds and AHT Funds may be disbursed in one or more tranches.

VOTED: That the Corporation, in its capacity as the sole member of the Company, shall have the authority to cause the Corporation to enter into that certain Funding Agreement with the Town of Medway and the Medway Affordable Housing Trust evidencing the CPA Funds and AHT Funds (the "Funding Agreement") and to grant a mortgage to the Town of Medway and the Medway Affordable Housing Trust securing the Funding Agreement;

VOTED: That the Corporation, acting on its own behalf and in its capacity as the sole member of the Company, shall have the authority to cause the Company to enter into any and all documents, instruments, contracts and agreements of whatever nature in order to effectuate the foregoing resolutions (including, without limitation, loan commitment letters, promissory notes, loan agreements, rate lock

agreements, mortgages, security agreements, financing statements, regulatory agreements, residential compliance agreements, disposition agreements, development fund agreements, intercreditor agreements, subordination agreements, guarantees, indemnification agreements, contracts, grant agreements, estoppel agreements, affordable housing restrictions, land use restrictions, assignments, property management agreements, easements, license agreements, releases and certificates, purchase and sale agreements, deeds, and leases) along with amendments to any of the foregoing;

VOTED: That, in connection with the foregoing, Jennifer Van Campen, the Executive Director of the Corporation, and the officers of the corporation (the "Authorized Persons"), is authorized and instructed to execute and deliver all such documents, instruments and agreements on behalf of the Company and/or the Corporation, said documents to be in such form as such Authorized Persons may approve, the execution and delivery thereof by an Authorized Person to be conclusive evidence of such approval, and take any other action of whatever nature as such Authorized Persons deems necessary or desirable to effectuate the foregoing, including without limitation modifying the terms, amounts and sources of the financing of the acquisition of the Property described above, including replacing or supplementing some or all of the sources of financing described above with alternate sources of financing, modifying the ownership structure described above and/or varying or combining the roles anticipated by the Company and/or the Corporation and other affiliates or subsidiaries of the Corporation referenced in other votes of the Corporation taken on or about the date hereof; and

VOTED: That all actions previously taken by any officer or director of the Corporation on behalf of the Corporation acting in its own capacity or as the sole member of the Company, with respect to the acquisition of the Property, be, and hereby are, ratified and approved.

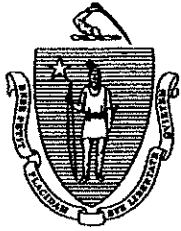
Certificate

I, Kalyani Devajyoti, the duly elected, qualified and acting Metro West Collaborative Development, Inc. (the "Corporation"), do hereby certify that the foregoing document is a true, correct and complete copy of certain resolutions duly adopted at a duly-noticed meeting of the Board of Directors of the Corporation on December 13, 2017, at which a quorum was present.

WITNESS my hand and seal this 13 day of December, 2017.



Kalyani Devajyoti, Clerk



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: November 20, 2017

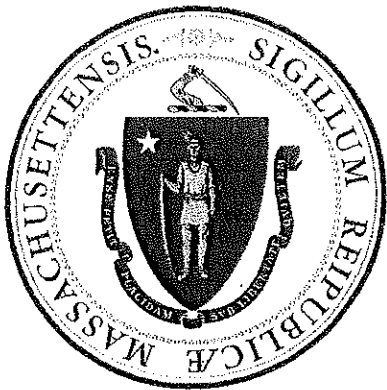
To Whom It May Concern :

I hereby certify that according to the records of this office,

METRO WEST COLLABORATIVE DEVELOPMENT, INC.

is a domestic corporation organized on **May 21, 1990**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 17110370020

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

AGENDA ITEM

#6

Approval – Contract with Argus Construction Corporation for Improvements to Oakland Park - \$1,304,000

Associated back up materials attached:

- *Contract with Argus Construction Corporation for Improvements to Oakland Park - \$1,304,000*
- *Bid Submission Document*

NOTE: If interested in reviewing the IFB, a link can be sent via e-mail.

Proposed motion:

I move that the Board authorize the chair to execute the contract with Argus Construction Corporation for Improvements to Oakland Park in the amount of \$1,304,000.

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT for **IMPROVEMENTS TO OAKLAND PARK**, (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 **Argus Construction Corp.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 5 Shawsheen Avenue, Unit 2, Bedford, MA 01730, (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) Invitation for bids
- 3) CONTRACTOR'S bid or proposal
- 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, "Improvements to Oakland Park", 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 upon receipt of a Notice to Proceed from the Town, which will be issued as soon as weather permits in the Spring of 2018 in the judgment of the Landscape Architect, and shall be entirely completed within 150 calendar days after Notice to Proceed (as noted in 00 20 00 Article 13).
- (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) If the CONTRACTOR fails to complete the work 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 awarding authority shall recover as liquidated damages **\$500.00** (five hundred dollars) per day for each day beyond the Contract completion date that the work is not completed.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$1,304,000** (one million three hundred four thousand dollars) as:

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.

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.

- (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:
Michael Boynton
Town Administrator
Town of Medway

155 Village Street
Medway, MA 02053

Contractor:

Peter T. Salem, President
Argus Construction Corp.
5 Shawsheen Ave, Unit #2
Bedford, MA 01730

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 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. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (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 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 (Delete if not required by the Invitation for Bids or Request for Proposals)

- (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 14: 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 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. 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, §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 revision 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.

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: Argus Construction Corp

TOWN OF MEDWAY
By its Board of Selectmen

By: Peter Malin

Title: President

Corporate Seal:

DATE SIGNED: _____

[Signature]

Approved As To Form

Town Accountant

Town Counsel

Dated: 12/7/17

Dated: _____

Funding Source:

Account: 30186502 5383

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: Argus Construction Corp

TOWN OF MEDWAY
By its Board of Selectmen

By: *Peter Malin*

Title: President

Corporate Seal:

DATE SIGNED: _____

Approved As To Form

Town Accountant

Paul R. Paul
Town Counsel

Dated: _____

Dated: 11-30-17

Funding Source:

Account: _____



CERTIFICATE OF LIABILITY INSURANCE

ARGUS-2

OP ID: JB

DATE (MM/DD/YYYY)

12/07/2017

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 Brown & Brown (Pepperell) 2 Tarbell Street Pepperell, MA 01463	Phone: 978-433-2728 Fax: 866-848-6097	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	INSURED Argus Construction Corporation PTS Leasing Co Inc. 5 Shawsheen Ave Unit #2 Bedford, MA 01730	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Security Insurance Co		24082
INSURER B : Ohio Casualty Insurance Co		24074
INSURER C : Associated Industries Of Ma		33758
INSURER D : Liberty Mutual Insurance		
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		BKS55407025	03/22/2017	03/22/2018	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
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BAS55407025	03/22/2017	03/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO55407025	03/22/2017	03/22/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE						\$
DED <input checked="" type="checkbox"/> RETENTION \$ 0							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WCC-500-5005552-2017A	08/23/2017	08/23/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Equipment			BMO56622129	03/22/2017	03/22/2018	Limit 300,000
	Leased/Rented						Ded 1,000

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

Job: Improvements To Oakland Park Town of Medway, MA.

Town of Medway is listed as additional insured when required by written contract.

CERTIFICATE HOLDER

TMEDWAY

Town of Medway
Administrative Offices
155 Village St
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
Julie Bernier

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SECTION 00 45 17

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

Angus Construction Corp.
Corporate Name (please print or type)

Peter T. Salem _____ 10/27/2017
Signature of Corporate Officer Date

Peter T. Salem _____ President
Name of Corporate Officer (please print or type) Title

04-3238825
Taxpayer Identification Number

1. 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.

SECTION 00 45 19



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.

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

Signature of individual submitting bid or proposal

A handwritten signature in black ink, appearing to read "Argus Construction Corp.".

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Peter T. Salem
certify that I am President of the

Corporation named as Bidder in the within Bid Form that

Peter T. Salem 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)

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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Argus Construction Corp. held on 10/10/2017
(Name of Corporation) (Date)

it was voted that:

Peter T. Salem
(Name)

President
(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

President under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

Peter T. Salem

TITLE:

President

PLACE OF BUSINESS:

Argus Construction Corp.

53 Shawsheen Avenue, Unit 102, Bedford, MA 01730

DATE OF THIS CONTRACT:

10/27/2017

I hereby certify that I am the clerk of the Argus Construction Corp.
(Name of Corporation)

And that Peter T. Salem 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.

Peter T. Salem

(CLERK)

CORPORATE SEAL:

Bond Number: NMA1345

Performance Bond

Know All Men By These Presents:

That **Argus Construction Corp.** as Principal and **Merchants National Bonding, Inc.** as Surety, are held and firmly bound unto **Town of Medway, MA**, hereinafter called Obligee, in the sum of **One Million, Three Hundred Four Thousand and ^{No}/₁₀₀ Dollars (\$1,304,000.00)** lawful money of the United States of America to be paid the Obligee for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has made a contract with the Obligee bearing date of _____, **2017** for the construction of
**IMPROVEMENTS TO OAKLAND PARK
MEDWAY MA**

Now The Condition Of This Obligation Is Such, That if the Principal shall well and truly keep and perform all the undertakings, covenants, agreements, 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 of any guaranty 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 to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In Witness Whereof, we hereunto set our hands and seals this ____ day of _____, 2017.

PRINCIPAL
Argus Construction Corp.

By: *Letty M. Alem*
(SEAL)
President
(Title)

Witness: *Michael Alem*

SURETY
Merchants National Bonding, Inc.

By: *Carl L. Traina*
Carl L. Traina, Attorney-in-Fact (SEAL)

Witness: *[Signature]*

Bond Number: NMA1345

Payment Bond

Know All Men By These Presents:

That **Argus Construction Corp.** as Principal and **Merchants National Bonding, Inc.** as Surety, are held and firmly bound unto **Town of Medway, MA**, hereinafter called Obligee, in the sum of **One Million, Three Hundred Four Thousand and ^{No}/₁₀₀ Dollars (\$1,304,000.00)** lawful money of the United States of America, to be paid to the Obligee for which payments, well and truly to be made we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has made a contract with the Obligee bearing date of _____, **2017** for the construction of
**IMPROVEMENTS TO OAKLAND PARK
MEDWAY MA**

Now The Condition Of This Obligation Is Such, That if the Principal 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.

In Witness Whereof, We hereunto set our hands and seals this ____ day of _____, **2017**.

PRINCIPAL
Argus Construction Corp.

By: *Peter Salem*
President
(Title)
(SEAL)

Witness: *Michael Salem*

SURETY
Merchants National Bonding, Inc.

By: *Carl L. Traina*
Carl L. Traina, Attorney-in-Fact (SEAL)

Witness: *[Signature]*



TONRY INSURANCE GROUP, INC.
300 Congress Street, Ste 104, Quincy, MA 02169
617.773.9200 www.tonry.com

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carl L Traina; Edward J Mulcahy; Louis A Tony Jr; Russell C Corner II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

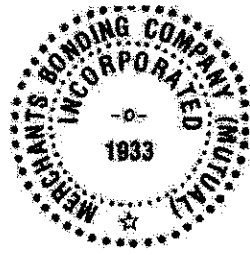
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

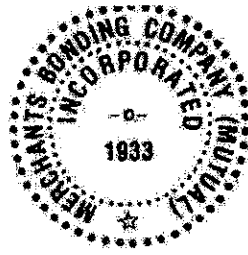


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2017.



William Warner Jr.
Secretary

CONTRACT REFERENCES TO MASSACHUSETTS GENERAL LAWS (ART. 19)

Massachusetts General Laws Chapter 30

Ch. 30, Section 39F: Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after

the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when

due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds

due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

Ch. 30, Section 39G: Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the

contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such

payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

Ch. 30, Section 39I: Deviations from plans and specifications

Section 39I. Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

Ch. 30, Section 39M: Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) 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 the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said

specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) 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.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

Ch. 30, Section 39N: Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Section 39N. Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price

of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Ch. 30, Section 39O: Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Ch. 30, Section 39P: Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Section 39P. Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Ch. 30, Section 39R: Keeping and maintaining of books, records and accounts; statement of management on internal accounting control; financial statements; enforcement

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing

of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

Massachusetts General Laws Chapter 149

Ch. 149, Section 25: Lodging, board and trade of public employees; statute part of employment contract

Section 25. Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment.

Ch. 149, Section 26: Public works; preference to veterans and citizens; wages

Section 26. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

Ch. 149, Section 34: Public contracts; stipulation as to hours and days of work; void contracts

Section 34. Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Ch. 149, Section 34A: Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Section 34A. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the

successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

Ch. 149, Section 34B: Contracts for public works; wages for reserve police officer

Section 34B. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

BID SUBMISSION PACKET

1. Please ensure all proposal forms are complete. The following items are required as part of your submission:

- Section 00 41 01 – Bid Cover Sheet and Reference List
- Section 00 41 13 – Form for Bid
- Section 00 43 13 – Bid Bond Form
- Section 00 43 22 – Unit Price Form
- Section 00 45 17 – Certification of Massachusetts Tax Compliance
- Section 00 45 19 – Certificate of Non-Collusion
- Section 00 45 43 – Certificate as to Corporate Bidder and Certificate of Authority
- Section 00 45 50 – Public Contractor Non-Debarment and OSHA Compliance Certifications
- 5% Bid Deposit

2. Bids shall be submitted on the Bid Forms furnished herein. The Bid shall be completely filled in, signed, enclosed in an envelope, sealed, and plainly marked with the Bidder's name, address, and telephone number and the name of the Project. Bids will be valid only when accompanied by a bid deposit in accordance with the requirements of Section 00 20 00, Article 5. The Bid shall be filed with the **Town of Medway** Town Administrator Office, 155 Village Street, Medway, MA. The Bid shall be filed before the stipulated time on the date stipulated in the Advertisement. Bids received after precisely the stipulated time will not be accepted and will be returned unopened.

3. Bids shall be for the complete work as specified. The Bidder shall be selected on the basis of such Bids.

4. Every Bid shall be accompanied by a bid deposit in the form and amount specified in Section 00 20 00, Article 5.

5. A performance bond and also a labor and materials payment bond, each of a surety company licensed by the Division of Insurance to do surety business in the Commonwealth of Massachusetts and included on the U.S. Treasury list of approved sureties (see Circular 570), and satisfactory to the **Town**, each in the sum of 100% of the Contract Price, will be required of the successful Bidder.

6. Subject to the provisions in paragraph 14.5.1, and the requirements of the Bidding Documents, if the **Town** elects to award the contract, the **Town** will award it to the lowest responsible and eligible Bidder who submits a Bid, without conditions or exceptions, which conforms in all material respects with the requirements of the Bidding Documents, as determined solely by the **Town's** and the **Designer's** evaluation of the Bid Form, Bid Form Attachments and Bidder-provided documents.

7. Determination of the lowest Bidder shall be on the basis of the sum of the Base Bid and any Alternates accepted by the **Town**.

8. Upon evaluation of the Bids of those Bidders remaining for consideration for the award, if the **Town** disqualifies any Bidder for the award, the **Town** will give written notice of the disqualification to that Bidder.

9. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, discrepancies or non-conformance on the Bid Form shall be resolved as follows: (a) between words and figures, the written words are binding on the Bidder; (b) between any sum, indicated by the Bidder, and the correct sum, the correct sum is binding on the Bidder; (c) between the product, indicated by the Bidder, of any quantity and bid unit price and the correct multiplication of the unit price times the quantity of Unit Price Work, the unit price bid is binding on the Bidder, and (d) if a Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price entered, whether in words or figures, will be binding on the Bidder.

TOWN OF MEDWAY
BID SHEET

Project: **IMPROVEMENTS TO OAKLAND PARK**
Bids Due: **October 25, 2017, 1:00 PM**

The Town reserves the right to reject any and all bids. In addition, the Town reserves the right to reject the bid of the successful bidder if they cannot at any time meet the Town's schedule or requirements and to award the bid to the next lowest bidder.

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

This bid includes the work under the original specification, as well as, all addenda issued up to and including 1-2. (contractor to write in Addenda number)

COMPANY Argus Construction Corp.

ADDRESS 5 Shawshen Avenue, Unit #2, Bedford, MA 01730

TELEPHONE NUMBER 781-275-7417

EMAIL peter@argusconstructioncorp.com

SIGNED BY Peter T. Salem

PRINTED NAME AND TITLE Peter T. Salem, President

DATE 10/27/2017

REFERENCE LIST

Please list three similar projects that have been completed.

Owner: *See attached printout*
Address:
City, State, Zip:
Contact:
Phone:
Contract Amount:

Owner:
Address:
City, State, Zip:
Contact:
Phone:
Contract Amount:

Owner:
Address:
City, State, Zip:
Contact:
Phone:
Contract Amount:

SECTION 00 41 13: FORM FOR BID

PROJECT TITLE: IMPROVEMENTS TO OAKLAND PARK, MEDWAY, MA, October, 2017

CONTRACTOR: Argus Construction Corp

CONTRACTOR PHONE NUMBER & EMAIL: 781-275-7417 peter@argusconstructioncorp.com

TO THE AWARDING AUTHORITY, acting in the name and on behalf of the Town of Medway:

- A. The undersigned proposes to furnish all labor and materials required for the Project specified above, located in Medway, Massachusetts, in accordance with the accompanying Contract Documents, plans and specifications prepared by the Town of Medway and their consultant:

CBA Landscape Architects LLC

for the Contract Price specified below, subject to additions and deductions, according to the terms of the Contract Documents. **The Contract Price includes all Allowances as outlined in Section 01 21 00.**

- B. The bidder acknowledges the following addendum / addenda: 1 and 2

- C. The proposed Base Bid Contract Price (Grand Total written in words) is: One Million Three

Hundred Four Thousand DOLLARS (\$ 1,304,000.00)

- D. (ALTERNATES: NOT USED)

- E. The undersigned agrees that if s/he is selected as the Contractor, s/he will within ten (10) days, Saturday, Sunday and legal holidays excluded, after presentation thereof by the **Awarding Authority**, execute a Contract in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company licensed to do business under the laws of the Commonwealth; appearing on the U.S. Treasury List of Approved Sureties; satisfactory to the **Awarding Authority**; and each in the sum of one hundred percent (100%) of the Contract Price, the premiums for which are to be paid by the Contractor and are included in the Contract Price.

- F. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the Work; 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 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 s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. 30, §39M.

- G. Names and addresses of all persons interested in this bid, as principals other than the undersigned, are as follows:

Peter T. Salcam 11 Gray Terrace, Bedford, MA 01730

- H. The Bidder is (a/an) Corporation
(Indicate: Individual, Partnership, Corporation, Joint Venture, or Trust)

1. If the Bidder is a Partnership, state names and residential addresses of all partners:

2. If Bidder is a Corporation, complete the following:

Corporation is incorporated in the State of Massachusetts

President: Peter T. Salem

Treasurer: Peter T. Salem

Place of Business: 5 Shawshen Avenue, Unit #2, Bedford, MA 01730
(Street, City, and State)

- (a) If the Bidder is a Foreign Corporation, also complete the following:

The Power of Attorney required by M.G.L. Laws, Chapter 181, Section 4, was filed on:

The Certificate and copy of its Charter, Articles of Incorporation required by M.G.L. Chapter 181, Section 4, were filed on:

3. If the Bidder is a Joint Venture, state the names and business addresses of each person, firm, or company that is party to the joint venture:

A copy of the Joint Venture Agreement will be delivered to the Award Authority on request, and is on file at:

4. If the Bidder is a Trust, state the names and residential addresses of all Trustees:

The Trust Documents will be delivered to the Award Authority on request, and are on file at:

5. List here, or attach a separate sheet listing all ongoing projects, and projects completed within the past three years on which you served as General Contractor, and the name of the Designer or Owner's Representative:

Project	Designer/Owners Rep.	Tel. No.	Contract Amount
<u>See Attachments</u>			\$
			\$
			\$

6. Bank References: Bank of America

7. If the business is conducted under any title other than the real name of the owner, state the time when and place where the Certificate required by M.G.L. Chapter 110, Section 5, was filed:

8. The Federal Social Security Identification Number of the Bidder (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: 04-3238825

- I. The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present business name 23 years.

2. Ever failed to complete any work awarded? No Explain:

3. Has your organization been restructured or operated under a different name in the past three (3) years? No

a. What was the name of the company?

b. What was the reason for the restructuring or name change?

c. If your company was restructured due to financial hardships or challenges, please explain the circumstances:

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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 M.G.L. Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Date: 10/27/2017

Name of Bidder: Argus Construction Corp.

Signature: Peter Salem
(Name of Individual Signing Bid and Title)

Business Address: 5 Shawshen Avenue, Unit #2,
Bedford, MA 01730

Business Phone: 781-275-7417 Home Phone: _____

Do you have any answering service: Yes _____ No

END OF SECTION 00 41 13
FORM FOR BID

**FORM 00 43 22
BID FORM FOR UNIT PRICES**

See Specifications Section 01 22 00, Unit Prices, for instructions.

PLEASE PRINT CLEARLY

The Unit Prices set forth herein shall, at the option of the Town, be used to determine any equitable adjustment of the Contract Price in connection with the changes or extra work performed under this Contract as directed by the Town.

It is mutually understood and agreed that such Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the Contractor and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the Town therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions. Proposed Unit Prices must be approved by the Awarding Authority to be incorporated into the Contract.

UNIT PRICES FORM – BIDDER: Argus Construction Corp.

(Note that items marked with * are not included in the base scope of work or the proposed alternates, and are included in the unit price list in case of field changes.)

ITEM DESCRIPTION (All references to items shall correspond to work as described in the relevant portions of the Construction Documents.)		UNIT	ADDITIONS	DEDUCTIONS	Approval
1	Trenching for utilities, not including removal/replacement of finish	C.Y.	\$ 50.00	\$ 42.50	
2	Saw Cut bituminous concrete pavement	L.F.	\$ 2.00	\$ 1.70	
3	Removal and disposal of bituminous concrete pavement, full depth (assume 3 1/2")	S.F.	\$ 1.50	\$ 1.30	
4	Scarification of existing asphalt in preparation for new top course	S.F.	\$ 1.50	\$ 1.30	
5	Ordinary gravel borrow/clean fill, complete in place	C.Y.	\$ 45.00	\$ 38.25	
6	Dense Graded Gravel, complete in place	C.Y.	\$ 50.00	\$ 42.50	
7	3/4" Crushed Stone/Drainage Stone, complete in place	C.Y.	\$ 50.00	\$ 42.50	
8	Clean screened loam, complete in place	C.Y.	\$ 50.00	\$ 42.50	
9	Stabilized Stone Dust Paving, Complete In Place	C.Y.	\$ 235.00	\$ 200.00	
10	Planting Medium, complete in place	C.Y.	\$ 50.00	\$ 42.50	
11	Compost Sock Erosion Control without Silt Fencing	L.F.	\$ 6.00	\$ 5.10	
12	Silt Fencing (Trenched) for Erosion Control	L.F.	\$ 3.00	\$ 2.65	
13	Bituminous concrete paving, complete in place including base and subbase preparation (full depth)	S.F.	\$ 6.00	\$ 5.10	
14	Bituminous Concrete Paving, new 1.5" top course over existing asphalt (as shown on the Drawings)	S.F.	\$ 2.10	\$ 1.80	
15	4" reinforced concrete paving (uncolored), complete in place including base and subbase preparation	S.F.	\$ 7.00	\$ 5.95	
16	Cost for addition of integral color to concrete paving (to be in addition to item 16 above)	S.F.	\$ 1.00	\$.85	
17	6"x18" Granite Curbing, complete in place (flush or raised)	L.F.	\$ 40.00	\$ 34.00	
18	Poured-In-Place Concrete Mow Strip, 12" Wide, complete in place per Drawings	C.F.	\$ 13.00	\$ 11.05	
19	Rubber Safety Surface Subbase Material, complete in place (Rubber Surfacing by Others)	S.F.	\$ 3.00	\$ 2.55	
20	Cast-In-Place Concrete footing, 4000 PSI, without	C.F.	\$ 15.00	\$ 12.75	

	reinforcements, complete in place			
21	Cleaning, priming, and painting of concrete wall surfaces	S.Y.	\$ 5.00	\$ 4.75
22	Tubular Steel Fencing, 48" high, complete in place	L.F.	\$ 100.-	\$ 85.00
23	Trash /Recycling Receptacle Installation (Furnished by Owner)	Ea.	\$ 300.-	\$ 255.00
24	Picnic Table Installation (Permanent) (Furnished by Owner)	Ea.	\$ 300.-	\$ 255.-
25	Bench (Backed or Backless) Installation (Furnished by Owner)	Ea.	\$ 300.-	\$ 255.-
26	LED Pedestrian Light Pole and Luminaire (14', no GFI)	Ea.	\$	\$
27*	*2-outlet Outdoor GFI Receptacle with Locking Cover on ground post, complete in place (if needed - none in base scope)	Ea.	\$ 650.-	N/A
28	Electrical connection from electrical box to light/fixture, incl. Conduit, trenching to req'd depth, wiring, and all backfill materials	L.F.	\$ 15.00	\$ 12.75
29	Water line within site (after existing curb stop/gate valve), Type K Copper, 2", complete in place including trenching to required depth and all backfill materials	L.F.	\$ 40.00	\$ 34.00
30	New Precast Concrete Manhole Structure, complete with Frame and Solid Cover, per Drawings	Ea.	\$ 3000.-	\$ 2550.-
31	New Precast Concrete Leaching Drywell and Stone Backfill, Frame, and Solid Cover, per Drawings	Ea.	\$ 4600.-	\$ 3400.-
32	New 6" solid PVC Drain Line, complete in place including trenching to required depth and all backfill materials	L.F.	\$ 25.-	\$ 21.25
33*	*New 6" perforated PVC Subdrain, complete in place including all excavation and all backfill materials (6" drainage stone all sides and filter fabric "sock") (if needed - none in base scope)	L.F.	\$ 35.-	N/A
34	Schedule 80 PVC Sleeve under Paving for Pipe/Conduit, complete in place	L.F.	\$ 20.00	\$ 17.00
35	Shredded Pine Bark Mulch	C.Y.	\$ 60.00	\$ 51.00
36	Lawn, Hydroseeded	S.Y.	\$ 2.50	\$ 2.15
37	Erosion Control Blanket, complete in place	S.Y.	\$ 3.00	\$ 2.55
38	Restoration Mix for Moist Sites, Hydroseeded	S.Y.	\$ 2.50	\$ 2.15
39	Tree Removal, 5" to 10" caliper	Ea.	\$ 500.-	\$ 425.-
40	Tree Removal, 11"-20" caliper	Ea.	\$ 1000.-	\$ 850.-
41	Tree Removal, greater than 20" caliper	Ea.	\$ 2000.-	\$ 1700.-
42	Provide itemized plant list, with cost for each type of plant shown on the Drawings, furnished, installed, maintained per specifications, and guaranteed, one price for both Addition or Deduction.			

END OF FORM

SECTION 00 45 17

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

Corporate Name (please print or type)

Signature of Corporate Officer

Date

Name of Corporate Officer (please print or type) Title

Taxpayer Identification Number

1. 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.

SECTION 00 45 19



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

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Peter T. Salem

certify that I am President of the

Corporation named as Bidder in the within Bid Form that

Peter T. Salem who signed

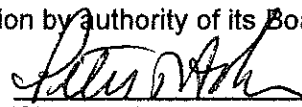
said Bid Form on behalf of the Bidder was then

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)

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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Argus Construction Corp. held on 10/10/2017
(Name of Corporation) (Date)

it was voted that:

Peter T. Salem President
(Name) (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

President
(Officer) under seal of the company,

Shall be valid and binding upon this company.

A true copy,

ATTEST:

Peter T. Salem

TITLE:

President

PLACE OF BUSINESS:

Argus Construction Corp.

55 Shawmut Avenue, Unit #2, Bedford, MA 01730

DATE OF THIS CONTRACT:

10/27/2017

I hereby certify that I am the clerk of the Argus Construction Corp.
(Name of Corporation)

And that Peter T. Salem 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.

Peter T. Salem

(CLERK)

CORPORATE SEAL:

SECTION 00 45 50

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

10/27/2017
Date

Peter T. Salem President
Print Name & Title of Signatory

Argus Construction Corp.
Name of Contractor

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ARGUS CONSTRUCTION CORP. REPRESENTATIVE PROJECTS

S=synthetic turf field N=natural turf field O=other construction

See www.argusconstructioncorp.com for pictures and additional information.

Thayer Academy Upper Campus Turf Field Project, Braintree, MA (S)

General Contractor: Argus Construction
Owner: Thayer Academy : Bill Stephenson 781-664-2519
Architect: CDM/Smith, Glen Howard 617-452-6630
Engineer: Terta Tech, Nate Cheal 508-786-2331

160,000 square foot synthetic turf field project. Work included: porous walkways, drainage, fencing, ball netting system and landscaping

Work Completed Summer 2016

Hunt Park Phase 3, Mattapan, MA (O)

General Contractor: Argus Construction Corp.
Owner: Boston Parks & Recreation Dept. Allison Perlman 617-635-4500
Architect: CBA Landscape Architects: DJ Chagnon 617-945-9760

Work included: New parking lots, walkways, concrete stairs, basketball courts, site lighting, Fencing, field rehabilitation, site amenities and landscaping.

Contract Amount: \$1,735,000 Completed Summer 2015

Neptune Road Buffer Space Park, East Boston, MA (O)

General Contractor: Argus Construction Corp.
Owner Massport Authority: Rohn McNulty: 617-568-3972
Architect: Halvorson Design: Rob Adams: 617-536-0340

Creation of an open space park. Soil remediation, site lighting, stone masonry walls, curbing, Ornamental fencing, cobblestone paving, walkways, extensive landscaping and irrigation.

Contract Amount: \$1,800,000 Completed Fall 2015

Boston Common Pathway Improvements, Boston, MA

General Contractor: Argus Construction Corp.
Owner: Boston Parks & Recreation Dept: Michele Folts: 617-635-4500
Architect: Weston & Sampson: Gene Bollinger: 617-412-4481

Work included: grading, paving and curbing for new paths, site lighting, monument restoration, Site amenities and landscaping.

Contract Amount: \$950,000 Completed Fall 2015

Ferrous Park, Lawrence, MA

General Contractor: Argus Construction Corp.
Owner: Groundworks Lawrence: Brad Buschur: 978-974-0770
Architect: Stephen Stimpson Associates

Creation of a passive park. Work included: extensive grading, walkways, site lighting, fabrication of a metal open space classroom and bridge, stabilized gravel walkways, salvaged granite block seating and stairways, site amenities and landscaping.

Contract Amount: \$1,380,000 Completed Summer 2015

Danehy Park Field 3, Cambridge, MA (S)

General Contractor: Argus Construction Corp.
Owner: City of Cambridge Parks Dept - Contact Paul Ryder 617-892-5341
Architect: CDM Smith - Contact Scott Landgren 617-452-6814

Work included Converting a soil based field to a synthetic turf field including: New drainage, Stone base, ACO sports drain, bleachers, irrigation, paved walks and landscaping.

Contract Amount: \$950,000
Completed Sumer 2015.

Almont Park Phase 2, Mattapan, MA (S)

General Contractor: Argus Construction Corp.
Owner: Boston Parks & Recreation Dept., Scott Dupois 617-961-3016
Architect: CBA Landscape Architects, DJ Chagnon 617-945-9760

Work Included: New Synthetic Turf Field, grading, drainage, sports and site lighting, parking lots, fencing, tennis courts, walkways, landscaping and site amenities.

Contract Amount: \$1,781,000
Completed: Fall 2014

East Boston Stadium, East Boston, MA (S)

General Contractor: Argus Construction Corp.
Owner: Boston Parks & Recreation Dept., Cathy Baker-Eclipse 617-635-4500
Architect: Huntress Associates, Chris Huntress 978-470-8882

Work Included: Removal and replacement of synthetic turf field, grading, drainage, fencing and new goal posts.

Contract Amount: \$1,347,000
Completed Fall: 2014

Waitt's Mount Site Improvements

General Contractor: Argus Construction Corp.
Owner: City of Malden Redevelopment Authority
Architect: Shadley Associates, P.C. Contact: Pam Shadley 781-652-8809

Work Included: Tree Removal, earthwork, invasive plant treatment, extensive site preparation, Drainage, Road construction and paving, construction of play areas and installation of play Equipment, fencing and guard rail improvements, installation of site amenities, construction of basketball courts, electrical work.

Contract price: 1,075,007
Completed: June 2014

World War II Memorial Beach Improvements Contract ED 2013-12

General Contractor: Argus Construction Corp.
Owner: City of Marlborough
Architect: CDM Smith : Scott Landgren 617-452-6814
Project Manager: Tim Collins 508-624-6910 ext.7203

Work included: Clearing and Earthwork, construction and paving of a large parking lot, drainage, water and sewer construction, fencing, construction of a playground, construction of picnic areas along with site amenities, beach regarding, and construction of basketball courts,

Contract Price: \$973,457
Completed: July 2014

Worcester North High School-Worcester, MA (N) (0)

General Contractor: Argus Construction Corp.
Owner: City of Worcester-Paul J. Moosey P.E. Assistant Commissioner, Engineering & Architectural services
Consulting Engineers: Tighe and Bond-Marc J. Richards, Sr. Project Engineer 508-754-2201

Work included: Earthwork, utilities (drainage, water sewer, & electrical), curbing, lighting, construction of parking lots, construction of natural turf athletic field and softball field, fencing and landscaping.

Contract Price: \$2,122,707
Completed: Fall 2013

Swasey Park-Haverhill, MA (N) (0)

General Contractor: Argus Construction Corp.
Owner: City of Haverhill, Robert Defusco
Architect: Brown, Richardson, and Rowe, Clarissa Rowe 617-542-8552

Work included: Site utilities(drainage, sewer, water, electrical), Fieldstone walls and piers, playground and water play area, fencing and guardrails, construction of a natural turf baseball field.

Contract price: 1,050,588
Completed: Fall 2013

The Edge-Bedford Sports Center (S)

General Contractor: Argus Construction Corp.
Owner: Brian DeVellis-Bedford Sports Center
Architect/Engineer: SRA & New England Engineering Group, Kent Oldfield, 978-878-7016

Work included: Earthwork, utilities(drainage, sewer, water, electrical), construction of roads and parking lots, site sports lighting, construction of two synthetic turf athletic fields with one field under a bubble dome, landscaping.

Contract price: \$1,984,357
Completed: Fall 2013

Doherty Middle School, Andover, MA (0)

General Contractor: Argus Construction Corp.
Owner: Town of Andover, Ihor Raniuk-Construction Project Manager, 978-623-8283
Edwin Ataide-Superintendent of Building Division 978-360-5268
Architect/Engineer: Pare Corporation, Tom Perry Sr. Engineer 508-543-1755

Work included: The reconstruction of all the parking lots, walkways, roads, school entrances, and dock facilities. Utilities (drainage, sewer, water, electrical). Stone veneer concrete retaining walls. Planting and landscaping.

Contract price: **\$2,440,424**
Completed: **Summer 2013**

Westford Academy Bleachers (0)

General Contractor: Argus Construction Corp.
Owner: Town of Westford, Matthew Hakala, C.B.O.-Building Commissioner 978-692-5527
Architect: Gale: Gale Associates, Lindsey Barbee, Project Manager 781-335-6465

Work included: Installation of new bleachers and press box, utilities-drainage and electrical, fencing, landscaping.

Contract price: **\$596,980**
Completed: **Summer 2013**

Faxon Field, Quincy, MA (N)

General Contractor: Argus Construction Corp.
Owner: City of Quincy, Kathryn R. Hobin, Purchasing Agent 617-376-1060
Architect: Gale Associates, Lindsey Barbee, Project Manager 781-335-6465

Work included: earthwork, drainage, water, electrical, bleachers, new track and track surfacing, construction of track and field events, fencing, irrigation, and the installation of a natural turf athletic field.

Contract price: **\$1,179,432**
Completed: **Fall 2012**

Beverly High School Inner track and Synthetic Field .. (S)

General Contractor: Argus Construction Corp.
Owner: City of Beverly-David Geliniau P.A.-978-921-6000, and
Michael Collins, engineer-978-921-6053
Architect: Marshall Gary LLC

Work included: Erosion control, earthwork, storm drainage, irrigation, paving, resurfacing of the running track, lighting, 87,000 square foot synthetic turf field, site improvements, and loaming and seeding.

Contract price: **\$738,000**
Completed: **Summer 2012**

Black's Nook Site Improvements (0)

General Contractor: Argus Construction Corp.
Owner: City of Cambridge-Chip Norton
Architect: Bioengineering Group, Inc.-Beth Fenstermacher-978-740-0096 ext. 3103

Work included: Development of a wooded site for recreation, grading and seeding, bituminous concrete paving, construction of a large viewing deck with wetland anchors, and site amenities.

Contract price: **\$218,871**
Completed: **Fall 2011**

Cushing: Memorial Park (0)

General Contractor: Argus Construction Corp.
Owner: Town of Framingham-Chris McNulty Super. Of Park Maintenance-508-532-5960
Architect: Weston and Sampson-Michael Moonan, RLA-978-977-0110 ext. 7487

Work included: Earthwork, removal of park features and trees, bituminous concrete paving, concrete stair construction, pergola construction, site amenities, seat walls, stone work, pavers, plantings, and loaming and seeding.

Contract price: **\$344,230**
Completed: **Fall 2011**

Walnut Hill Cemetery (0)

General Contractor: Argus Construction Corp.
Owner: Town of Brookline-Karen Hersey project manager -617-730-2139
Architect: Halvorsen Design Partnership, Inc.

Work included: Cast-in-place concrete, stone walls, stone dust paving, tree removal, earthwork and grading, bituminous concrete paving, plantings, loam and seeding, granite benches.

Contract price: **\$424,404**
Completed **Fall 2011**

LaPrise Villa 2e Site Improvements (0)

General Contractor: Argus Construction Corp.
Owner: Medford Housing Authority-781-396-7200
Architect: GCG Associates, Inc.-Michael Carter -978-657-9714

Work included: Grading, bituminous concrete parking lot and walkway surfacing, Cement sidewalks, loam and seeding, granite curbing, bulkhead replacement, landscaping and tree removal, Chain link fencing, and ornamental fencing.

Contract price: **\$938,515**
Completed **Fall 2011**

Dennis Street Park Improvements (0)

General Contractor: Argus Construction Corp.
Owner: Boston Parks & Recreation
Architect: Elena Saporte-617-547-1177

Work included: Construction of a play area and splash pad, lawn areas, grading paving, fencing, lighting landscaping, and site amenities

Contract price: \$610,186
Completed Summer 2011

Hedges Pond (0)

General Contractor: Argus Construction Corp.
Owner: Town of Plymouth
Architect: Weston and Sampson-Ted Bubbins 508-830-4142 ext. 112

Work included: Excavation, backfill and grading, seeding, stone dust paths, play equipment and play surfacing, sewer improvements, and electrical.

Contract price: \$364,000
Completed Summer 2011

Max Pac Big Block Retaining Wall (0)

General Contractor: Argus Construction Corp.
Owner: Master Clyde Street Acquisition Realty Trust & Davis Square Partners--Ted Tobin
Architect: Polaris Consulting-Phil McNulty

Work included: Construction of a 30 foot high retaining wall, earthwork, drainage, graffiti protection.

Contract price: \$454,727
Completed: May 2011

Howe Manning Access Road (0)

General Contractor: Argus Construction Corp.
Owner: Town of Middleton
Architect: DeNisco Design --Ken DeNisco 617-426-2858
Construction manager: R.F.Walsh Collaborative Partners-David Billings

Work included: Construction of an access road to a proposed new school-- drainage, wet land replication , rammed aggregate pier support system, boxed culvert, and bituminous concrete surfacing.

Contract price: \$353,000
Completed : Summer 2010

Everett Memorial Stadium - Everett, MA (S)

General Contractor: Argus Construction Corp.
Owner: City of Everett - Larry Berger
Architect: Gale Associates - Nathan Collins - 781-335-6465
CM: Bond Bros. - Chris Decker - 617-394-6296

Replace natural turf field with new synthetic turf field. Includes earthwork, drainage, CIP Anchor curb, stone base, new goal posts, rehab of bleacher, walking track, concrete flatwork, fencing & landscaping.

Contract Price: \$1,203,000
Completed: Summer 2010

Belmont Day School Playground - Belmont, MA

(0) General Contractor: Argus Construction Corp.
Owner: Belmont Day School - Lucille Kooyoomjian
Architect: Shadley Associates - Pam Shadley - 781-652-8809

Work included: Demo of old structure, earthwork, drainage, paved walks, new play equipment and landscaping.

Contract Price: \$200,000
Completed: Summer 2010

Devir Park Court Improvements

General Contractor: Argus Construction Corp.
Owner: Malden Redevelopment Authority
Architect: Shadley Associates - Pam Shadley - 781-652-8809

Work included: Rehabilitation of tennis and basketball courts, bituminous concrete surfacing, chain link fencing, drainage improvements.

Contract price: \$85,640
Completed: October 2010

Rockland DPW Garage Site Renovations

General Contractor: Argus Construction Corp.
Owner: Towns of Abington/Rockland
Architect: Environmental Partners Group - John Walsh 617-657-0256

Work included: Parking lot drainage, bituminous concrete surfacing, and chain link fencing

Contract price: \$94,946
Completed: November 2010

Winthrop Town Landing

General Contractor: Argus Construction Corp.
Owner: Town of Winthrop - Monica C. Ford
Architect: Vine Associates - David Vine - 617-846-1750

Work included: Rebuilding the parking lot, drainage, bituminous concrete surfacing, improvements to docking facilities, lighting, construction of new site office facilities

Contract price: \$1,188,730
Completed: April 2010

Veterans Memorial Staircase - Andover, MA

(0)

General Contractor: Argus Construction Corp.
Owner: Town of Andover - Igor Ranuik - 978-360-5264
Architect: Russo Barr Associates - Andrew Barr - 617-686-9369

Demo existing staircase, pave new concrete foundation, set 800LF of granite stair treads, handrails, paved walks, parking lot rehab and landscaping.

Contract Price: \$400,000
Completed: Spring 2010

Logan Airport Landscape L938C1

General Contractor : Argus Construction Corp
Owner: Massport Authority-Helen Mao, Project Engineer 617-568-5950
Architect: Vanasse Hagen Brustlin, Inc-Colleen Collins, Proj. Engineer-617-924-2286

Work Included:

1. Removal and disposal of pavements, walls, & plant areas
2. Drainage
3. Stone dust Paths
4. Bituminous concrete surfacing
5. CMU block surfacing
6. Granite curbing
7. Irrigation
8. Plantings
9. General Logan bronze statue re-hab.
10. Concrete pavement and vehicle barriers
11. Electric lighting

Contract Price: 827,964
Completed : June 2009

Hanscom Airforce Base - Runway 5/23 Safety Area Improvements (0)

General Contractor: Argus Construction Corp.
Owner: Massport Authority - Peter Austin - 617-568-3969
Architect: McFarland Johnson - Brian Bennett - 603-225-2978

Work includes 70,000 cy of earthwork to grade safety areas to comply with FAA guidelines, construct irrigation areas, replace culvert system, paved access roadways, fencing, and landscaping.

Contract Price: \$2,560,000
Completed: Fall 2009

Drury Square Park, Auburn, MA (0)

General Contractor: Argus Construction Corp.
Owner: Town of Auburn
Owners Rep: URS-Chris Lawson 857-383-3828
Architect: Flansburg Associates: Bill Beatrice 617-367-3970

This project consisted of demolishing a restaurant and converting the lot into 6 tennis courts, 2 basketball courts, and parking area. Work included site work, utilities, Musco Sports lighting system, installation of precast bridge and abutments, paving, sports surfacing, fencing and landscaping.

Contract Price: \$910,000
Completed: Fall 2009

Cohasset High School Turf Field, Cohasset, MA

(S) General Contractor: Argus Construction Corp.
Owner: Town of Cohasset
Owners Rep: Bill Cavanaro 617-974-9957
George McGoldrick 781-927-9906
Architect: Gale Associates, Nathan Collins 781-335-6465

Replace existing natural turf field inside an existing track with a new synthetic turf field. Includes earthwork, drainage, stone base, turf and resurfacing of track.

Contract Price: \$860,000
Completed: Summer 2009

Trafton Park

General Contractor: Argus Construction Corp.
Owner: Malden Redelopment Authority
Owners Rep:
Architect: Shadley Associates-Pam Shadley -781-652-8809

Work included the rehabilitation and reconstruction of a baseball field and playground

Contract Price: \$259,060
Completed : September 2009

Evergreen Center Field Complex, Milford, MA (S)

Design Build Contractor: Argus Construction Corp.
Owner: Evergreen Center -Jim Scott 508-958-3834

Argus Construction Corp. designed and built 2/3 size turf field, Y:z Basketball court for disabled children, paved walking paths, fencing and landscaping.

Contract Price: \$360,000
Completed: Summer 2009

Deerfield Academy Athletic Facility Improvements, Deerfield, MA (S)

General Contractor: Argus Construction Corp.
Owner : Deerfield Academy
Owner's Rep: CFO: Joseph Manory: 413-774-1401
Facilities Director: Chuck Williams: 413-774-1802
Project Manager: Jeff Galli: 413-774-1802
Architect: Coler & Colantonio : Dale Harris : 781-982-5443

This project included the construction of two synthetic turf fields (190,000 sf), a 400M, 8 lane full pour urethane track, field events area, scoreboards and landscaping.

Contract Amount: \$2,400,000
Completed: Late Summer 2008

Worcester State College Track & Field Renovations, Worcester, MA

(S) General Contractor: Argus Construction Corp.
Owner: Worcester State College
Owner's Rep: Director of Facilities: Sandy Olson: 508-929-8052
Architect: Huntress Associates: Chris Huntress: 978-470-8882

This project consisted of removing an old synthetic turf field, repairing the E-Layer, adding new Event areas, installing a new synthetic turf field, new sports sound system, sports lighting and resurfacing the existing track.

Contract Amount: \$1,100,000
Completed : Summer 2008

Bishop Fenwick High School Football Field, Peabody, MA (S)

Design Build Contractor: Argus Construction
Owner: Bishop Fenwick High School
Owner's Rep/Athletic Director: David Woods: 978-531-9295

Argus designed and constructed the new synthetic turf football field including: the Aco sports drain between the track and field, field drainage, paved event areas, concrete anchor curbing and field grading. Argus also coordinated the synthetic turf installation, the new track surfacing and the sports lighting which was paid for directly by the owner.

Contract Amount: \$400,000
Completed: Spring 2007

Massachusetts Maritime Academy Football Complex, Buzzards Bay,

MA (S) General Contractor: Argus Construction
Owner: Massachusetts Maritime Academy
Athletic Director: Bob Coradi: 508-830-5000
Purchasing Director: Brian Churchill: 508-830-5051 x 5041
Architect: Camp Dresser & McKee: John Kissida: 617-452-6000

This project consisted of the construction of two synthetic turf fields including: earthwork, drainage, fencing, Musco Sports Lighting, walking track, site improvements and landscaping.

Contract Price: \$2,300,000
Completed: Summer 2007

Boston Collegiate Charter School, Synthetic Turf Playground, Boston, MA (S)

General Contractor: Argus Construction
Owner: Boston Collegiate Charter School
Architect: Coler & Colantonio: Dale Harris: 781-982-5490

Project consisted of grading, drainage, concrete anchor curb and synthetic turf installation for a small playground area.

Completed: Fall 2007

Belmonte Track, Saugus, MA (O)

General Contractor: Argus Construction
Owner: Town of Saugus: Lisa Difiore: 781-231-4125
Architect: Camp Dresser & McKee: Kim Jarvis: 617-4526000

Ground up construction of a 400 meter Latex Track

Contract Amount: \$300,000
Completed: Fall 2007

Mount Vernon Park, Lawrence, MA (N)

General Contractor: Argus Construction
Owner: City of Lawrence, Office of Community Development: Ellen Minzner: 978-794-5891
Architect: Cuoco & Connier Engineering: Todd Dresser: 603-882-1812 x 28

Project consisted of the reconstruction of 10 acres of ball fields, extensive grading, drainage, site lighting, stick built Press Box & Concession Stand, scoreboards, extensive parking areas and site improvements.

Contract Amount: \$2,900,000
Completed: Fall 2007

Weston Middle School Softball Field, Weston, MA (N)

General Contractor: Argus Construction
Owner: Town of Weston
Owner's Rep: Gerry McCarty
Architect: McKenzie Engineering Group: Brent Watts: 781-792-3900

This project consisted of the rehabilitation of an existing softball field. Work included: Removal of leaching field structures, grading, fencing, scoreboard, batting cage, irrigation, specialty infield clays, bleachers, paved walks and landscaping.

Contract Price: \$400,000
Completed: Fall 200

Teddy Ebersol Red Sox Fields, Boston, MA (N)

General Contractor: Argus Construction Corp.
Owner: Dept. Conservation & Recreation
Owner's Rep: Matt Thurlow: 617-828-1024
Architect: Geller Sport

This project consisted of the rehabilitation of 8 acres of ball fields. Work included: Extensive grading, drainage, a blended sand/compost/loam root zone mix, irrigation, Musco Sports lights, construction of historic benches and granite art work, fencing, laser grading of entire site and sodding.

Contract Price: \$1,600,000 Completed: Spring 2006

Bridgewater State College Commuter Parking Lot, Bridgewater, MA (O)

General Contractor: Argus Construction
Owner: Bridgewater State College
Owner's Rep: Facilities Director: Keith MacDonald: 508-531-1345
Architect: Dewberry: Robert Blowers: 617-695-3400

This project consisted of the construction of 6 acres of paved parking lot from virgin land. Work included: Tree clearing and stumping, extensive grading, drainage, lighting, granite curbing, concrete flatwork, fencing, paving and landscaping.

Contract Price: \$1,250,000
Completed: Summer 2006

North Andover Tennis Court Reconstruction, North Andover, MA (Q)

General Contractor: Argus Construction
Owner: Town of North Andover
Owner's Rep: Pat Saitta: 978-686-5766
Architect: DiNisco Design: Richard Rice: 617-426-2858

This project consisted of the complete rebuilding of six tennis courts.

Contract Price: \$250,000
Completed: Spring of 2006

Salem State College Renovations to Alumni Field, Salem, MA (S)

General Contractor: Argus Construction
Owner: Massachusetts State College Building
Owner's Rep: Janet Chrisos: 617-542-1081
Architect: Geller Sport: Meg Patterson: 617-523-8103

This Project consisted of removal of natural turf soccer/softball field, and constructing a new synthetic turf soccer/softball field. The work included a Musco Lighting System, press box, grandstands, retaining walls, sports netting, and landscaping.

Contract Price: \$2,130,000
Completed: Fall 2005

Cutting Field, Sudbury, MA (S)

General Contractor: Argus Construction
Owner: Town of Sudbury: Dennis Mannone: 978-443-1092
Architect: Gale Associates: Tom Heneghan: 781-335-6465

This Project consisted of constructing a new synthetic turf soccer field from virgin land, extensive earthwork, drainage, stone base, Sportexe Synthetic Turf field, and a parking lot.

Contract Price: \$850,000
Completed: Summer of 2005

Beaver Pond Site Improvements and Franklin High School Athletic Field Improvements (SIN)

General Contractor: Argus Construction Corp.
Owner: Town of Franklin
Owner's Rep: Facilities Manager: Mike D'Angelo: Phone: 508-541-2100 x 3060
Architect: Gale Associates Cell Phone: 508-889-3503

This Project consisted of the construction of two synthetic turf fields totaling 175,000 sq. ft., 10 acres of natural loam fields, a six lane latex running track with field events, a 1500 person grandstand with press box, a Musco lighting system, extensive parking lots with granite curbing, finish landscaping and fencing, a boat launch ramp, and water front beach improvements.

Contract price: \$3,750,000
Work completed: Dec. 2004.

Weymouthport Condominiums Site Redevelopment

(0) General Contractor: R. Bates and Sons
Subcontractor: Argus Construction Corp.
Architect: Carol R. Johnson Associates

This project involved the construction of brick walkways, and extensive large tree plantings and landscaping.

Contract Price: \$750,000
Work completed: August 2004

Elm Park Historical Restoration, Groveland, MA (0)

General Contractor: Argus Construction Corp.
Owner: Town of Groveland
Architect: Walker-Kluesing Design Group: 617-350-7276

This project involved the historical restoration of the town center. The work included drainage, granite curbing and concrete sidewalks, bituminous concrete paving, recasting of a historic water fountain, a large build to specifications gazebo, street lighting, granite benches, flagpole, tower clock, sodded lawn and irrigation system, landscaping including the planting of 48 Elm Trees to line the Park, construction of a basketball court with fencing at a secondary site.

Contract Price: \$955,870
Work completed: December 2003

Pride Auto Dealership Site Improvements, North Attleborough, MA (0)

General Contractor: Wrenn Associates
Subcontractor for site work and drainage: Argus Construction Corp.
Owner: Pride Auto N. Attleborough, MA
Architect: Carter and Burgess

Prepare site for construction, install drainage, install bituminous concrete parking lots, install sewer lines, install water lines, install granite curbing, fencing, signage, and landscaping.

Contract Price: \$625,000
Work completed: Dec. 2003

Hunnewell Field Tennis Courts, Wellesley, MA (0)

General Contractor: Argus Construction.
Owner: Town of Wellesley: Doug Stuart: 781-235-7600
Architect: Geller Sports: Mark Novak: 617-523-8103

Total reconstruction of eight tennis courts, plus site Musco Sports Lighting.

Contract Price: \$450,000
Completion date: Spring of 2003

Newton Country Day School, Newton, MA (N)

General Contractor: Argus Landscape and Construction Corp.

Soccer field renovations and expansion

Contract Price: \$40,000
Completed: September 1994

Marciano Stadium Synthetic Turf Replacement -Brockton, MA (S)

General Contractor: Argus Landscape and Construction Corp.
Owner: City of Brockton-Brockton Public Schools
Architect: Gale Associates: Nathan Collins: 781-335-6465

This project consisted of the rehabilitation of an existing latex track including construction of the "D" areas with field events, and the new construction of a synthetic turf football field inside the track.

Contract Price: \$800,000
Work Completed: August 2002

Alumni Field Track and Tennis Reconstruction, Maynard, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Maynard
Architect: Gale Associates: Nathan Collins: 781-335-6465

Track construction with athletic facility improvements, to include the installation of a new 6-lane synthetic track with associated field events. Tennis court sealing, coating and new fencing. Disassembly and re-assembly of bleachers.

Contract Price: \$280,000
Work to be completed: August 2002

Lincoln Commons Park, Malden, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Malden Redevelopment Authority: J.P. Shadley: 781-652-8650

New four acre park which included: earthwork, drainage, site lighting, finish concrete walks, monuments, granite curbing, paving, sodding and irrigation.

Contract Price: \$750,000
Work Completed: November 2001

Dartmouth Park and Trails, Dartmouth, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Dartmouth Parks Department: Tim Lancaster: 508-999-0712

New ten acre park construction work included: clearing, earthwork, electric ductwork, granite curbing, basketball and tennis courts, drainage and landscaping.

Contract Price: \$654,770
Work Completed: September 2001

Millennium Power Plant, Charlton, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Millennium Power Partners: Beverly Choi: 508-549-9000

This project included steep slope stabilization (1:5:1) and landscaping.

Contract Price: \$790,246
Work Completed: May 2001

Mashpee Community Park, Mashpee, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Mashpee Board of Selectmen

New park construction which included earthwork, electric, granite monuments, brick paving, site amenities, irrigation and landscaping.

Contract Price: \$150,000
Work Completed: 2001

Ashland Track and Tennis Courts, Ashland, MA (0)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Ashland: Kevin Johnson

Construction consisted of a new running track, tennis courts, site lighting, and landscaping.

Contract Price: \$305,000
Completed: April 2001

Filippello Park Reconstruction, Watertown, MA (N)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Watertown:
Architect: Sasaki Associates: Mike Berry: 617-923-7238

Extensive rehabilitation of a 25 acre park. Work included: Three acre sand based combination field, three acres of native loam fields, a water park, restroom facilities, new pathways, site lighting, playground equipment, landscaping and fencing.

Contract Price: \$1,350,000
Substantial Completion: Jan 2000

Lowell Park Improvements, Watertown, MA (O)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Watertown
Architect: Sasaki Associates: Mike Berry: 617-923-7238

Work included: Earthwork, SRW retaining walls, playground equipment, irrigation, fencing, concrete flatwork and landscaping.

Contract Price: \$190,000
Completed: Fall 1999

School and Athletic Renovations, Town of Methuen, MA (N)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Methuen
Architect: Camp Dresser & McKee: Kim Jarvis: 617-252-8434

The Methuen Project consisted of three different sites with approximately eight acres of native loam fields, construction of ten tennis courts, an extensive Musco site lighting system, fencing, and landscaping.

Contract Price: 1,375,000
Completion: September 1998

Athletic Field Renovations Hastings Middle School, Fairhaven, MA (N)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of Fairhaven: Jeff Osuch: 508-979-4023

Reconstruction of 10 acres of ball fields. Work included: Earthwork, drainage, tennis and basketball courts, fencing, parking lots, batting cages, irrigation, loaming and seeding.

Contract Price: \$499,523
Completion: September 1998

Ipswich River Park, Town of North Reading, MA (N)

General Contractor: Argus Landscape and Construction Corp.
Owner: Town of North Reading
Architect: Camp Dresser & McKee: John Olcott: 617-252-5000

The Ipswich River park was a 15 acre site of blended native loam fields, two tennis courts, an inline hockey rink, a basketball court, extensive parking areas with site lighting, walking paths, a canoe landing area, a large gazebo, and extensive landscaping with wetlands replication.

Contract Price: \$1,507,000
Completion: November 1996

Brentwood Apartments Site Improvements, General Investment and Development Co. RI (0)

General Contractor: Argus Landscape and Construction Corp.

Drainage, timber walls, concrete flatwork, stone walls, grading, loaming, irrigation, planting and sodding.

Contract Price: \$225,000
Completion: September 1995

Danehy Park, City of Cambridge, Cambridge, MA (0)

General Contractor: Argus Landscape and Construction Corp.

Pump stations and irrigation system for the entire park.

Contract Price: \$187,000
Completion: April 1995

Putterham Meadows Golf Course; Town of Brookline, Brookline, MA (0)

General Contractor: Foye & Letendre Landscaping
Sub Contractor: Argus Landscape and Construction Corp.

Drainage, cart paths, tees, fairways and paving.

Contract Price: \$372,000
Completion: April 1995

Fresh Pond Golf Course, Cambridge, MA (0)

General Contractor: Argus Landscape and Construction Corp.

Bunker renovations

Contract Price: \$10,000
Completed: December 1994

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 313909

CONTRACTOR:

(Name, legal status and address)

Argus Construction Corp.
5 Shawsheen Avenue, Unit 2
Bedford, MA 01730

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

Town of Medway
155 Village Street
Medway, MA 02053

BOND AMOUNT: Five Percent of Bid Amount
5%

PROJECT:

(Name, location or address, and Project number, if any)
Improvements to Oakland Park

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of October, 2017


(Witness)

Argus Construction Corp.

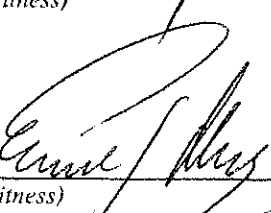


(Principal)

(Seal)

President

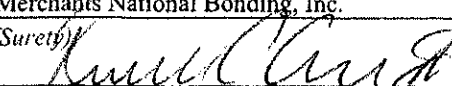
(Title)


(Witness)

Merchants National Bonding, Inc.

(Surety)

(Seal)


(Title) Russell C. Corner, II Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Russell C. Corner, II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

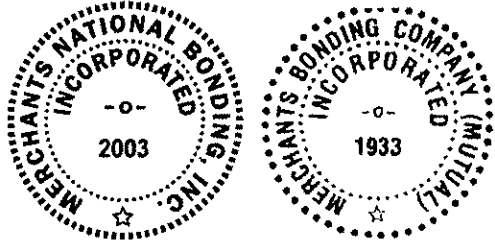
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of October, 2017.

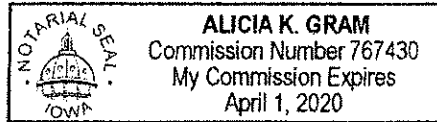


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of October, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

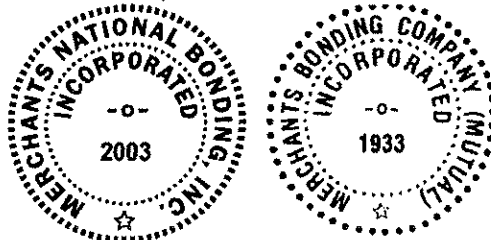


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of October, 2017.



William Warner Jr.
Secretary

AGENDA ITEM

#7

Approval – Contract with Mountain View Landscapes and Lawncare, Inc. for Improvements to Choate Park – \$1,922,000

Associated back up materials attached:

- *Contract with Mountain View Landscapes and Lawncare, Inc. for Improvements to Choate Park – \$1,922,000*
- *Bid Submission Document*

NOTE: If interested in reviewing the IFB, a link can be sent via e-mail.

Proposed motion:

I move that the Board authorize the chair to execute the contract with Mountain View Landscapes and Lawncare, Inc. for Improvements to Choate Park in the amount of \$1,922,000.

**AGREEMENT BETWEEN
TOWN AND CONTRACTOR**

THIS AGREEMENT for **IMPROVEMENTS TO CHOATE PARK**, (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 **Mountain View Landscapes and Lawncare, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 67 Old James Street, Chicopee, MA 01020, (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) Invitation for bids
- 3) CONTRACTOR'S bid or proposal
- 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, "Improvements to Choate Park", 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 upon receipt of a Notice to Proceed from the Town, which will be issued as soon as weather permits in the Spring of 2018 in the judgment of the Landscape Architect, and shall be entirely completed within 150 calendar days after Notice to Proceed (as noted in 00 20 00 Article 13).
- (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) If the CONTRACTOR fails to complete the work 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 awarding authority shall recover as liquidated damages **\$500.00** (five hundred dollars) per day for each day beyond the Contract completion date that the work is not completed.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of **\$1,922,000** (one million nine hundred twenty-two thousand dollars) as:

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.

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.

- (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:
Michael Boynton
Town Administrator
Town of Medway

155 Village Street
Medway, MA 02053

Contractor:

Stephen Corrigan, President
Mountain View Landscape and Lawncare, Inc.
67 Old James Street
Chicopee, MA 01020

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 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. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (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 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 (Delete if not required by the Invitation for Bids or Request for Proposals)

- (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 14: 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 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. 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, §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 revision 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.

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: Mountain View Landscapes and Lawncare, Inc. **TOWN OF MEDWAY**
By its Board of Selectmen

By:  _____

Title: Stephen M. Corrigan, President _____

Corporate Seal: _____

_____ 

DATE SIGNED: _____


Town Accountant

Approved As To Form

Town Counsel

Dated: 12/7/17 _____

Dated: _____

Funding Source:
Account: 30186502 5383 _____

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: Mountain View Landscapes and Lawncare, Inc. **TOWN OF MEDWAY**
By its Board of Selectmen

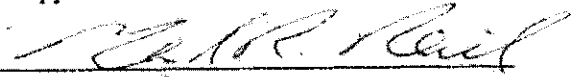
By:  _____

Title: Stephen M. Corrigan, President _____

Corporate Seal: _____

DATE SIGNED: _____

Approved As To Form



Town Counsel

Town Accountant

Dated: _____

Dated: 12.5.17

Funding Source:

Account: _____

CONTRACT REFERENCES TO MASSACHUSETTS GENERAL LAWS (ART. 19)

Massachusetts General Laws Chapter 30

Ch. 30, Section 39F: Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after

the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when

due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds

due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

Ch. 30, Section 39G: Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the

contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such

payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

Ch. 30, Section 39I: Deviations from plans and specifications

Section 39I. Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

Ch. 30, Section 39M: Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) 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 the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said

specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) 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.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

Ch. 30, Section 39N: Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Section 39N. Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price

of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Ch. 30, Section 39O: Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Ch. 30, Section 39P: Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Section 39P. Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Ch. 30, Section 39R: Keeping and maintaining of books, records and accounts; statement of management on internal accounting control; financial statements; enforcement

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing

of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

Massachusetts General Laws Chapter 149

Ch. 149, Section 25: Lodging, board and trade of public employees; statute part of employment contract

Section 25. Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment.

Ch. 149, Section 26: Public works; preference to veterans and citizens; wages

Section 26. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

Ch. 149, Section 34: Public contracts; stipulation as to hours and days of work; void contracts

Section 34. Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Ch. 149, Section 34A: Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Section 34A. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the

successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

Ch. 149, Section 34B: Contracts for public works; wages for reserve police officer

Section 34B. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

SECTION 00 45 19



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
Stephen M. Corrigan, President

Mountain View Landscapes and Lawncare, Inc.

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Maureen Corrigan

certify that I am Assistant Clerk of the

Corporation named as Bidder in the within Bid Form that

Stephen M. Corrigan 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)

Maureen Corrigan
(Signature)

Maureen Corrigan, Assistant 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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Mountain View Landscapes

and Lawncare, Inc. held on 02/08/2017
(Name of Corporation) (Date)

it was voted that:

Stephen M Corrigan President
(Name) (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

President under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:



TITLE:

Stephen M. Corrigan, President

PLACE OF BUSINESS:

67 Old James St, Chiopee, MA 01020

DATE OF THIS CONTRACT:

I hereby certify that I am the ^{assistant} clerk of the Mountain View Landscapes and Lawncare, Inc.
(Name of Corporation)

And that Stephen M Corrigan 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.

Maureen Corrigan
(CLERK)Maureen Corrigan, Assistant Clerk
CORPORATE SEAL:

**SECTION 00 61 13.13
PERFORMANCE BOND**

Bond No. B10031602

KNOW ALL MEN BY THESE PRESENT, that we Mountain View Landscapes and Lawncare Inc. with a place of business at 67 Old James Rd. Chicopee MA 01020 as principal (the "Principal"), and Aegis Security Insurance Company, a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 4507 N. Front Street, Harrisburg PA Surety (the "Surety"), are held and firmly bound unto the Town of Medway as Obligee (the "Obligee"), in the sum of One Million Nine Hundred Twenty Two Thousand and 00/100 Dollars (\$1,922,000.00) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled Improvements to Choate Park [Insert Project Name here]

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.

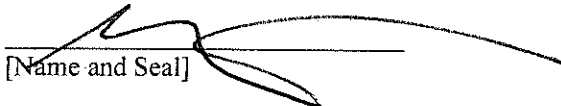
IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 2017.

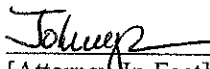
PRINCIPAL

SURETY

Mountain View Landscapes and Lawncare Inc.

Aegis Security Insurance Company

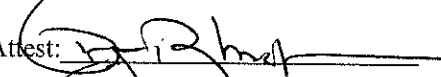

[Name and Seal]


[Attorney-In-Fact] John C. Wagner, Attorney-in-Fact

Stephen M. Corrigan, President
[Title]

4507 N. Front, Harrisburg, PA 17110
[Address]
717-657-9671
[Phone]

Attest: 

Attest: 

The rate of the Bond is 1.7 flat % of the first \$ _____ and _____ % for the next \$ _____.
The total premium for this Bond is \$ 32,674.00.

END OF PERFORMANCE BOND

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**SECTION 00 61 13.16
PAYMENT BOND FORM**

KNOW ALL MEN BY THESE PRESENTS: That we _____

Mountainview Landscapes and Lawncare Inc. a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Aegis Security Insurance Company of 4507 N. Front Street,
(Surety)

State of Harrisburg, PA 17110 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 Nine Hundred Twenty Two Thousand & 00/100-----Dollars (\$ 1,922,000.00) 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 _____ day of _____,
2017, 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 _____ () counterparts, each
one of which shall be deemed an original, this the _____ day of _____,
2017.

ATTEST:

Aegis Security Insurance Company
Surety

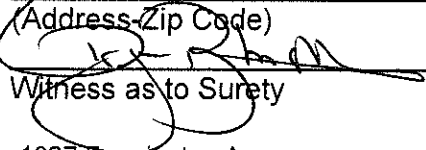
John C. Wagner
(Attorney-in-Fact)

By



1027 Farmington Avenue

Farmington CT 06032
(Address-Zip Code)


Witness as to Surety

(SEAL)

1027 Farmington Avenue

Farmington, CT 06032
(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2017

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 James J. Dowd & Sons Ins 14 Bobala Road Holyoke MA 01040	CONTACT NAME: Rebecca Kubosiak
	PHONE (A/C, No, Ext): 413-538-7444 FAX (A/C, No): E-MAIL ADDRESS: rkubosiak@dowd.com PRODUCER CUSTOMER ID #: MOUVI2
INSURED Mountain View Landscapes & Lawncare Inc 67 Old James Street Chicopee MA 01020-2354	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Excelsior Insurance 11045
	INSURER B: Netherlands Insurance Company 24171
	INSURER C: Peerless 24198
	INSURER D: AIM Mutual Insurance Company 33758
	INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1875187839 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Blanket Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		CBP8733593	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA8731093	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	Y		CU8733893	1/1/2017	1/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
D	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	N/A	WM28008005237	1/20/2017	1/20/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 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)

Project: Improvements to Choate Park

Certificate Holder is Additional Insured on General Liability & Auto only per written contract.

CERTIFICATE HOLDER

Town of Medway
 Administration Office
 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

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED CONTRACTORS – PRODUCTS/COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or agreement; and
2. Included in the "products-completed operations hazard".

The insurance provided by this endorsement applies only if the written contract or agreement is executed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" as required in provision **b.** of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. With respect to the insurance provided by this endorsement, the following are added to paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES):**

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured or the additional insured's employees; or
2. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
3. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities; or

C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is replaced by the following:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

The Limits Of Insurance applicable to the additional insured are the lesser of:

1. The amount specified in a written contract or written agreement between you and the person or organization described in paragraph **A.** above; or
2. The amount shown in the Declarations for this Coverage Part.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this Coverage Part as described in this **SECTION III – LIMITS OF INSURANCE.**

E. With respect to the insurance afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following is added to condition **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under the Blanket Additional Insured Contractors – Products/Completed Operations endorsement must comply with all the provisions of this condition.

2. With respect to the insurance afforded by this endorsement, provision **b. Excess Insurance** of condition **4. Other Insurance** is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance for which the additional insured qualifies as an insured whether primary, excess, contingent or on any other basis unless the written contract or written agreement between you and the person of organization described above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

COVERAGE INDEX

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The following modifies insurance under the:
BUSINESS AUTO COVERAGE FORM

1. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I - COVERED AUTOS, paragraph C. is changed by adding the following:

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

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2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured:

1. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However, the Named Insured does not include any organization:
 - a. that is a partnership or joint venture, or
 - b. that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.
2. Paragraph 1. b. above does not apply to a policy written to apply specifically in excess of this policy.
3. Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
4. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured:

Any employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision 4. does not apply unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, 2.a. Supplementary Payments, items (2) and (4) are replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$300 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

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SECTION II - LIABILITY, exclusion 5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision 6. is excess over any other collectible insurance.

7. HIRED AUTO PHYSICAL DAMAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, subject to a \$500 deductible.

No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

Subject to a maximum of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs an actual financial loss.

The insurance provided under this provision 7. is excess over any other collectible insurance.

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles or "light trucks" we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extension, is amended to provide a limit of \$50 per day and a maximum limit of \$1000.

10. RENTAL REIMBURSEMENT

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SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", other than theft, to a covered "auto". We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

The most we will pay for any one "accident" or "loss" is \$1000. No deductible applies to this coverage.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision 12. is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

"Personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

13. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

14. SOUND RECEIVING AND REPRODUCING EQUIPMENT - BROADENED COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

The exclusion as it relates to sound receiving or reproducing equipment does not apply to sound receiving or reproducing equipment that is permanently installed in a covered "auto."

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15. LEASE GAP

- A. SECTION III - PHYSICAL DAMAGE COVERAGE - LIMIT OF INSURANCE is amended by adding the following:

The most we will pay for a "total loss" in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees, or;
2. The actual cash value of the damaged or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan or lease written on a covered "auto".

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement, "total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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16. DRIVE OTHER CAR FOR EXECUTIVE OFFICERS

A. This provision 17. changes only those coverages where a limit and premium is shown in the Declarations.

B. CHANGES IN LIABILITY COVERAGE:

Any "auto" you do not own, hire or borrow is a covered "auto" for Liability Coverage while being used by any of your "executive officers", except:

Any "auto" owned by that "executive officer" or a member of that person's household, or

Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

The following is added to WHO IS AN INSURED:

Any individual "insured" and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you do not own except:

Any "auto" owned by that individual or by any "family member".

D. CHANGES IN PHYSICAL DAMAGE COVERAGE:

Any private passenger type "auto" you do not own, hire or borrow is a covered "auto" while in the care, custody or control of any of your "executive officers" except:

Any "auto" owned by that individual or by any member of his or her household.

Any "auto" owned by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. ADDITIONAL DEFINITIONS:

As used in this endorsement:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and that person's spouse, while a resident of the same household.

"Family member" means a person related to an "executive officer" by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

F. The insurance provided under this provision 17. will be:

Equal to the broadest of those coverages afforded any covered "auto", and

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Excess over any other collectible insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Part, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR "LOSS"

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is amended by adding the following:

You must give us notice of an "accident", claim, "suit" or "loss" only when it is known to:

1. You, if you are an individual,
2. A partner, if you are a partnership,
3. A member, if you are a limited liability company, or
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

19. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under Section II – Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured that are the subject of the written contract or agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" as required in provision **b.** of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
2. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
4. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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5. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
- C. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **SECTION III – LIMITS OF INSURANCE** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
- D. With respect to the coverage afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b. Tender defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to advise us of any other insurance which the additional insured has for a loss we cover under this Coverage Part.

However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary as described in Condition **4.a.** as amended by this endorsement.

2. Condition **4. Other Insurance** is amended as follows:

- a. The following is added to paragraph **a. Primary Insurance**:

With respect to other insurance for which the additional insured is designated as a Named Insured, this insurance will be primary if you and the additional insured have agreed in writing, in a contract or agreement, that this insurance is primary or primary and non-contributory. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in provision **4.c. Method of Sharing**

- b. The following is added to paragraph **b. Excess Insurance**:

When the written agreement between you and the additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured by attachment of an endorsement or otherwise.

BID SUBMISSION PACKET

1. Please ensure all proposal forms are complete. The following items are required as part of your submission:

- Section 00 41 01 – Bid Cover Sheet and Reference List
- Section 00 41 13 – Form for Bid
- Section 00 43 13 – Bid Bond Form
- Section 00 43 22 – Unit Price Form
- Section 00 45 17 – Certification of Massachusetts Tax Compliance
- Section 00 45 19 – Certificate of Non-Collusion
- Section 00 45 43 – Certificate as to Corporate Bidder and Certificate of Authority
- Section 00 45 50 – Public Contractor Non-Debarment and OSHA Compliance Certifications
- 5% Bid Deposit

2. Bids shall be submitted on the Bid Forms furnished herein. The Bid shall be completely filled in, signed, enclosed in an envelope, sealed, and plainly marked with the Bidder's name, address, and telephone number and the name of the Project. Bids will be valid only when accompanied by a bid deposit in accordance with the requirements of Section 00 20 00, Article 5. The Bid shall be filed with the **Town of Medway** Town Administrator Office, 155 Village Street, Medway, MA. The Bid shall be filed before the stipulated time on the date stipulated in the Advertisement. Bids received after precisely the stipulated time will not be accepted and will be returned unopened.

3. Bids shall be for the complete work as specified. The Bidder shall be selected on the basis of such Bids.

4. Every Bid shall be accompanied by a bid deposit in the form and amount specified in Section 00 20 00, Article 5.

5. A performance bond and also a labor and materials payment bond, each of a surety company licensed by the Division of Insurance to do surety business in the Commonwealth of Massachusetts and included on the U.S. Treasury list of approved sureties (see Circular 570), and satisfactory to the **Town**, each in the sum of 100% of the Contract Price, will be required of the successful Bidder.

6. Subject to the provisions in paragraph 14.5.1, and the requirements of the Bidding Documents, if the **Town** elects to award the contract, the **Town** will award it to the lowest responsible and eligible Bidder who submits a Bid, without conditions or exceptions, which conforms in all material respects with the requirements of the Bidding Documents, as determined solely by the **Town's** and the **Designer's** evaluation of the Bid Form, Bid Form Attachments and Bidder-provided documents.

7. Determination of the lowest Bidder shall be on the basis of the sum of the Base Bid and any Alternates accepted by the **Town**.

8. Upon evaluation of the Bids of those Bidders remaining for consideration for the award, if the **Town** disqualifies any Bidder for the award, the **Town** will give written notice of the disqualification to that Bidder.

9. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, discrepancies or non-conformance on the Bid Form shall be resolved as follows: (a) between words and figures, the written words are binding on the Bidder, (b) between any sum, indicated by the Bidder, and the correct sum, the correct sum is binding on the Bidder; (c) between the product, indicated by the Bidder, of any quantity and bid unit price and the correct multiplication of the unit price times the quantity of Unit Price Work, the unit price bid is binding on the Bidder, and (d) if a Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price entered, whether in words or figures, will be binding on the Bidder.

**TOWN OF MEDWAY
BID SHEET**

Project: **IMPROVEMENTS TO CHOATE PARK**
Bids Due: **October 25, 2017, 1:00 PM**

The Town reserves the right to reject any and all bids. In addition, the Town reserves the right to reject the bid of the successful bidder if they cannot at any time meet the Town's schedule or requirements and to award the bid to the next lowest bidder.

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

This bid includes the work under the original specification, as well as, all addenda issued up to and including 1, 2. (contractor to write in Addenda number)

COMPANY Mountain View Landscapes and Lawncare, Inc.

ADDRESS 67 Old James Street, Chicopee, MA 01020

TELEPHONE NUMBER 413-536-7555

EMAIL stevec@mountainviewinc.com

SIGNED BY 

PRINTED NAME AND TITLE Stephen M. Corrigan, President

DATE 10/25/2017

REFERENCE LIST

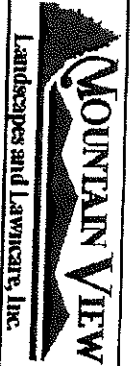
Please list three similar projects that have been completed.

Owner: Massachusetts State College Building Authority
Address: 253 Summer Street, Suite 300
City,State,Zip: Boston, MA 02110
Contact: Leigh Warren, Capital Project Coordinator
Phone: 617-933-8345
Contract Amount: \$825,278
Project Name: Fitchburg Site Improvements

Owner: Town of Erving
Address: 12 East Street
City,State,Zip: Erving, MA 01344
Contact: Bryan Smith, Administration
Phone: 413-422-2800 x 102
Contract Amount: \$526,704
Project Name: Riverfront Park at Usher Mill

Owner: City of Northampton
Address: 125 Locust Street
City,State,Zip: Northampton, MA 01060
Contact: Stephen Stimson, Landscape Architect
Phone: 617-876-8960
Contract Amount: \$1,576,559
Project Name: Pulaski Park

WORK ON HAND



Project No.	Project Name	Location	Total Contract Value	Balance to Complete	% Contract Completed	Start Date	Substantial Completion Date	Bonded Y/N	Owner / Construction Manager	Contact Person
Large / Small Park										
16-22-008	Hebride YMCA	Holyoke, MA	188,753	4,800	97.46%	08/09/16	11/20/18	Y	Greater Holyoke YMCA	Kathy Vans
16-22-008	Andrew Riverside Drive	Andover, CT	351,250	156,000	55.02%	08/01/16	11/30/18	Y	Town of Andover	
17-21-001	Pal Kately / Woodrow Wilson Track & Field	Middletown, CT	7,486,600	6,594,279	11.92%	09/19/17	12/31/17	Y	City of Middletown	Chris Holden
17-21-002	Fitchburg Site Improvements	Fitchburg, MA	770,795	229,692	70.20%	08/01/17	08/01/17	Y	Mass State College Building Authority	Leigh Warren
17-22-008	Ripley Playground Improvements	Concord, MA	279,500	279,500	0.00%	09/04/17	10/14/17	Y	Town of Concord	Ryan Kane
17-22-004	Naugatuck Parking Lots	Naugatuck, CT	430,955	430,955	0.00%	08/19/17	TBD	Y	Borough of Naugatuck	Wendy Heizer
Subtotals			9,507,833	7,697,226.00	19.04%					
Playground										
Subtotals										
Golf and Irrigation										
Sub Totals										
Small and Large GC										
15-26-502	UMASS South Campus	Amherst, MA	414,803	7,095	98.29%	8/12/2015	5/1/2017	N	Daniel O'Connell's Sons	Kevin Burns
16-25-505	Croly Hall	Amherst, MA	4,750	4,750	96.88%	7/1/2016	TBD	N	Research Support Fund	Larry Ridford
16-25-510	Wing Memorial Hospital New Parking Lot	Palmer, MA	38,166	14,666	61.54%	11/12/2016	11/30/2018	N	Gagliarducci Construction	Steve Follitt
16-25-003	Rubia Residence	Stockbridge, MA	52,550	26,275	50.00%	11/29/2016	12/31/2018	N	Well-Kamp Enterprise, Inc	Gregg Vientkamp
16-25-508	Union Station	Springfield, MA	156,585	101,350	35.27%	9/12/2016	TBD	N	Daniel O'Connell's Sons	Richard Falterakis
16-25-007	Berkshire Community College Hawthorne Merrill	Harvard, NH	98,178	70,600	26.08%	9/20/2016	6/1/2017	N	DA Sullivan & Sons	Dennis Sullivan
16-25-501	UMASS Chiller Plant Upgrade	Amherst, MA	979,917	130,000	0.00%	4/12/2016	TBD	Y	Daniel O'Connell's Sons	James Reesling
16-25-502	Williams College New Science Building	Williamstown, MA	854,500	854,500	0.00%	4/12/2016	TBD	N	Fontaine Brothers	Joey Payne
17-26-501	Nelson Piece Elementary School	Worcester, MA	337,575	337,575	0.00%	7/1/2017	T92	N	Fontaine Brothers	Joel Kurt
17-26-502	North Eagleville Rd	Storrs, CT	204,250	204,250	0.00%	8/1/2017	TBD	N	Turner Construction	Richard Longhi
17-26-502	Mount Holyoke, Blanchard Hall	South Hadley, MA	1,199,500	1,199,500	0.00%	7/1/2017	T92	Y	Shawmut Design and Construction	Thomas Mursan
17-26-503	Grandy Elementary School	Grandy, MA	325,000	325,000	0.00%	4/12/2018	TBD	N	Fontaine Brothers	Mark Feeney
Subtotals			4,940,768	4,252,497	86.07%					

TOTAL WORK ON HAND (BALANCE TO COMPLETE)

11,949,723

SECTION 00 43 13: BID BOND FORM

TOWN OF MEDWAY, OFFICE OF THE TOWN ADMINISTRATOR

KNOW ALL PERSONS BY THESE PRESENTS

That Mountain View Landscapes and Lawncare Inc.
of 67 Old James Road, Chicopee, MA 01020
as **PRINCIPAL**, and Aegis Security Insurance Company
a Pennsylvania Corporation, as **SURETY**, are held firmly bound unto the Town of Medway, acting by
and through its Office of the Town Administrator, as **OBLIGEE** in the sum of

Five Percent of Amount Bid Dollars (\$ 5%), for the
payment of which sum, well and truly to be made, the **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has submitted a bid for Improvements to Choate Park
Bid # 2017-TA1

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the bid of the aforesaid
PRINCIPAL shall be awarded the Contract for the above-cited project, the **PRINCIPAL** will 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, then this **OBLIGATION** shall be null and void.
OTHERWISE, the **PRINCIPAL** and **SURETY** will pay unto the **OBLIGEE** the difference in money between the amount of
the bid of the said **PRINCIPAL** and the amount for which the **OBLIGEE** legally contracts with another party to perform the
work covered by said bid, if the latter amount be in excess of the former, but in no event shall liability exceed the penal
sum hereof.

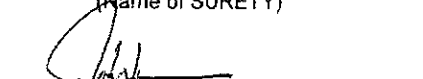
IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument at Medway, MA this

25th day of October, 20 17.

Mountain View Landscapes and Lawncare Inc (Affix Corporate
(Name of **PRINCIPAL**) Seal HERE)


(Signature/Title of **PRINCIPAL**)
Stephen M. Corrigan, President

Aegis Security Insurance Company (Affix Corporate
(Name of **SURETY**) Seal HERE)


(Attorney-in-Fact) John C. Wagner

[Attach Power of Attorney to this page]

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. CT 210

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: JOHN C. WAGNER, STEPHEN WAGNER, VIRGINIA R. MARTIN, LINDA J. HAYWARD

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: \$5 MILLION

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 5th day of July, 2017.

AEGIS SECURITY INSURANCE COMPANY

By:

W. J. Wollyung III

W. J. WOLLYUNG, III
President

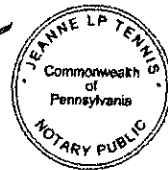


Commonwealth of Pennsylvania }
County of Dauphin } s.s.: Harrisburg

On this 5th day of July, 2017, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jeanne LP Tennis

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 25th day of October 2017

Rebecca J. Liddick

REBECCA J. LIDDICK
Secretary



SECTION 00 41 13: FORM FOR BID

PROJECT TITLE: IMPROVEMENTS TO CHOATE PARK, MEDWAY, MA, October, 2017

CONTRACTOR: Mountain View Landscapes and Lawncare, Inc.

CONTRACTOR PHONE NUMBER & EMAIL: 413-377-6173 stevec@mountainviewinc.com

TO THE AWARDING AUTHORITY, acting in the name and on behalf of the Town of Medway:

A. The undersigned proposes to furnish all labor and materials required for the Project specified above, located in Medway, Massachusetts, in accordance with the accompanying Contract Documents, plans and specifications prepared by the Town of Medway and their consultant:

for the Contract Price specified below, subject to additions and deductions, according to the terms of the Contract Documents. **The Contract Price includes all Allowances as outlined in Section 01 21 00.**

B. The bidder acknowledges the following addendum / addenda: 1, 2 and further acknowledges s/he has received (as Appendix A), read, and is prepared to comply with the Final Order of Conditions as issued by the Medway Conservation Commission for this project.

C. The proposed Base Bid Contract Price (Grand Total written in words) is: One Million Nine Hundred Twenty Two Thousand & 00/100 DOLLARS (\$ 1,922,000.00)

D. The following are ALTERNATES which, if adopted by the Town, shall either increase or decrease the Contractor's base bid contract price and lump sum bid. The Town reserves the right to determine the lowest eligible bidder on the basis of the base bid or the adoption of the ALTERNATES, selected in order, and in combination with the base bid. (For example: Base Bid, Base Bid + Alternate 1) **See Specifications Section 01 23 00, Alternates, for instructions.**

FOR ALTERNATE NO.	ADD
1 – Perform all work and removals necessary to install additional stabilized stone dust pathway, picnic tables on concrete pads, "natural play area", moist area restoration seed mix, and lawn areas as shown on the Drawings.	<p>\$ <u>120,000.00/100</u></p> <p>Written: <u>One Hundred Twenty Thousand & 00/100 dollars</u></p>
2 – Perform all work and removals necessary to furnish and install the indicated timber boardwalk, overlook, and stairs and the connecting stone dust pathway, as shown on the Drawings.	<p>\$ <u>120,000.00/100</u></p> <p>Written: <u>One Hundred Twenty Thousand & 00/100 dollars</u></p>
3 – Perform all work and removals necessary to install the indicated bituminous concrete drive and turnaround, low stone wall, and lawn repairs in the indicated area, as shown on the Drawings.	<p>\$ <u>170,000.00/100</u></p> <p>Written: <u>One Hundred Seventy Thousand & 00/100 dollars</u></p>

E. The undersigned agrees that if s/he is selected as the Contractor, s/he will within ten (10) days, Saturday, Sunday and legal holidays excluded, after presentation thereof by the **Awarding Authority**, execute a Contract in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company licensed to do business under the laws of the Commonwealth; appearing on the U.S. Treasury List of Approved Sureties; satisfactory to the **Awarding Authority**; and each in the sum of one hundred percent (100%) of the Contract Price, the premiums for which are to be paid by the Contractor and are included in the Contract Price.

F. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the Work; 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 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 s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. 30, §39M.

G. Names and addresses of all persons interested in this bid, as principals other than the undersigned, are as follows:

Stephen M. Corrigan, President, Treasurer, Director and Clerk

Maureen Corrigan, Assistant Clerk

H. The Bidder is (a/an) corporation
(Indicate: Individual, Partnership, Corporation, Joint Venture, or Trust)

1. If the Bidder is a Partnership, state names and residential addresses of all partners:

N/A

2. If Bidder is a Corporation, complete the following:

Corporation is incorporated in the State of Massachusetts

President: Stephen M. Corrigan

Treasurer: Stephen M. Corrigan

Place of Business: 67 Old James Street, Chicopee, MA 01020
(Street, City, and State)

(a) If the Bidder is a Foreign Corporation, also complete the following:

The Power of Attorney required by M.G.L. Laws, Chapter 181, Section 4, was filed on:

N/A

The Certificate and copy of its Charter, Articles of Incorporation required by M.G.L. Chapter 181, Section 4, were filed on:

N/A

3. If the Bidder is a Joint Venture, state the names and business addresses of each person, firm, or company that is party to the joint venture:

N/A

A copy of the Joint Venture Agreement will be delivered to the Award Authority on request, and is on file at:

N/A

4. If the Bidder is a Trust, state the names and residential addresses of all Trustees:

N/A

The Trust Documents will be delivered to the Award Authority on request, and are on file at:

N/A

5. List here, or attach a separate sheet listing all ongoing projects, and projects completed within the past three years on which you served as General Contractor, and the name of the Designer or Owner's Representative:

Project	Designer/Owners Rep.	Tel. No.	Contract Amount
See attached "Work on Hand"			\$
			\$
			\$

6. Bank References: TD Bank

7. If the business is conducted under any title other than the real name of the owner, state the time when and place where the Certificate required by M.G.L. Chapter 110, Section 5, was filed:

N/A

8. The Federal Social Security Identification Number of the Bidder (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: 042746530

- i. The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present business name 41 years.

2. Ever failed to complete any work awarded? No. Explain:

3. Has your organization been restructured or operated under a different name in the past three (3) years?

a. What was the name of the company?

N/A

b. What was the reason for the restructuring or name change?

N/A

c. If your company was restructured due to financial hardships or challenges, please explain the circumstances:

N/A

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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 M.G.L. Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Date: 10/25/2017

Name of Bidder: Mountain View Landscapes and Lawncare, Inc.

Signature: _____
(Name of Individual Signing Bid and Title) Stephen M. Corrigan, President

Business Address: 67 Old James Street, Chicopee, MA 01020

Business Phone: 413-536-7555 ^{Direct} Home Phone: 413-377-6173

Do you have any answering service: Yes _____ No X

END OF SECTION 00 41 13
FORM FOR BID

FORM 00 43 22
BID FORM FOR UNIT PRICES

See Specifications Section 01 22 00, Unit Prices, for instructions.

PLEASE PRINT CLEARLY

The Unit Prices set forth herein shall, at the option of the Town, be used to determine any equitable adjustment of the Contract Price in connection with the changes or extra work performed under this Contract as directed by the Town.

It is mutually understood and agreed that such Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the Contractor and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the Town therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions. Proposed Unit Prices must be approved by the Awarding Authority to be incorporated into the Contract.

UNIT PRICES FORM – BIDDER: Mountain View Landscapes and Lawncare, Inc.

(Note that items marked with * are not included in the base scope of work or the proposed alternates, and are included in the unit price list in case of field changes.)

	ITEM DESCRIPTION (All references to items shall correspond to work as described in the relevant portions of the Construction Documents.)	UNIT	ADDITIONS	DEDUCTIONS	Approval
1	Trenching for utilities, not including removal/replacement of finish	C.Y.	\$ 65.55	\$ 57.00	
2	Saw Cut bituminous concrete pavement	L.F.	\$ 2.00	\$ 1.74	
3	Removal and disposal of bituminous concrete pavement, full depth (assume 3½")	S.F.	\$ 0.69	\$ 0.60	
4	Removal and disposal of granite curb (18"x6")	L.F.	\$ 6.90	\$ 6.00	
5	Ordinary gravel borrow/clean fill, complete in place	C.Y.	\$ 77.05	\$ 67.00	
6	Dense Graded Gravel, complete in place	C.Y.	\$ 77.05	\$ 67.00	
7	¾" Crushed Stone/Drainage Stone, complete in place	C.Y.	\$ 34.50	\$ 28.00	
8	Clean screened loam, complete in place	C.Y.	\$ 36.80	\$ 32.00	
9	Stabilized Stone Dust Paving, Complete In Place	C.Y.	\$ 339.25	\$ 295.00	
10	Planting Medium, complete in place	C.Y.	\$ 36.8	\$ 32.00	
11	Compost Sock Erosion Control without Silt Fencing	L.F.	\$ 9.20	\$ 8.00	
12	Silt Fencing (Trenched) for Erosion Control	L.F.	\$ 1.72	\$ 1.50	
13	Bituminous concrete paving, complete in place including base and subbase preparation	S.F.	\$ 4.37	\$ 3.80	
14	4" reinforced concrete paving (uncolored), complete in place including base and subbase preparation	S.F.	\$ 10.35	\$ 9.00	
15	Cost for addition of integral color to concrete paving (to be in addition to item 16 above)	S.F.	\$ 2.87	\$ 2.50	
16	6"x18" Granite Curbing, complete in place	L.F.	\$ 56.35	\$ 49.00	
17	Poured-In-Place Concrete Mow Strip, 12" Wide x 6" Thick, complete in place per Drawings	L.F.	\$ 40.25	\$ 35.00	
18	Rubber Safety Surface Subbase Material, complete in place (Rubber Surfacing by Others)	S.F.	\$ 4.42	\$ 3.85	
19	Aluminum Edging (for safety surface, pavers, or bituminous concrete paving), complete in place	L.F.	\$ 16.67	\$ 14.50	
20	Cast-In-Place Concrete footing, 4000 PSI, without reinforcements, complete in place	C.F.	\$ 96.60	\$ 84.00	

21	Cleaning, priming, and painting of concrete wall or bridge surfaces	S.Y.	\$ 116.15	\$ 101.00	
22	Tubular Steel Fencing, 48" high, complete in place	L.F.	\$ 77.05	\$ 67.00	
23	Trash /Recycling Receptacle Installation (Furnished by Owner)	Ea.	\$ 151.80	\$ 132.00	
24	Picnic Table Installation (Permanent) (Furnished by Owner)	Ea.	\$ 346.15	\$ 301.00	
25	Bench (Backed or Backless) Installation (Furnished by Owner)	Ea.	\$ 346.15	\$ 301.00	
26	LED Pedestrian Light Pole and Luminaire	Ea.	\$ 3,755.00	\$ 3,265.00	
27*	*2-outlet Outdoor GFI Receptacle with Locking Cover on ground post, complete in place (if needed – none in base scope)	Ea.	\$ 550.00	N/A	
28	Electrical connection from electrical panel to light/fixture, incl. Conduit, trenching to req'd depth, wiring, and all backfill materials	L.F.	\$ 25.30	\$ 22.00	
29	Water line within site (after existing curb stop/gate valve), Type K Copper, 2", complete in place including trenching to required depth and all backfill materials	L.F.	\$ 60.37	\$ 52.50	
30	New Precast Concrete Manhole Structure, complete with Frame and Solid Cover, per Drawings	Ea.	\$ 3,680.00	\$ 3,200.00	
31	New Precast Concrete Leaching Drywell and Stone Backfill, Frame, and Solid Cover, per Drawings	Ea.	\$ 3,450.00	\$ 3,000.00	
32	New 8" solid PVC Drain Line, complete in place including trenching to required depth and all backfill materials	L.F.	\$ 28.17	\$ 24.50	
33*	*New 6" perforated PVC Subdrain, complete in place including all excavation and all backfill materials (6" drainage stone all sides and filter fabric "sock") (if needed – none in base scope)	L.F.	\$ 35.00	N/A	
34	Schedule 80 PVC Sleeve under Paving for Pipe/Conduit, complete in place	L.F.	\$ 10.00	\$ 8.70	
35	Shredded Pine Bark Mulch	C.Y.	\$ 69.00	\$ 60.00	
36	Lawn, Hydroseeded	S.Y.	\$ 2.48	\$ 2.16	
37	Wildflower Mix, Hydroseeded	S.Y.	\$ 5.18	\$ 4.50	
38	Restoration Mix for Moist Sites, Hydroseeded	S.Y.	\$ 4.86	\$ 4.23	
39	Tree Removal, 5" to 10" caliper	Ea.	\$ 330.00	\$ 286.95	
40	Tree Removal, 11"-20" caliper	Ea.	\$ 605.00	\$ 526.10	
41	Tree Removal, greater than 20" caliper	Ea.	\$ 990.00	\$ 860.85	
42	Provide itemized plant list, with cost for each type of plant shown on the Drawings, furnished, installed, maintained per specifications, and guaranteed, one price for both Addition or Deduction.				

END OF FORM

Unit Prices

Item No. 42 - Provide itemized plant list, with cost of each tupe of plant shown on Drawings, furnished, installed, maintained per specifications, and guaranteed, one price for both Addition and Deduction.

ITEM DESCRIPTION	UNIT	ADDITIONS	DEDUCTIONS
Acer sacch 'Legacy' 3-3.5"	EA	\$ 880.90	\$ 766.00
Quercus palustris 3-3.5"	EA	\$ 922.88	\$ 802.50
Abies balsema 8-10'	EA	\$ 671.31	\$ 583.75
Acer rubrum 'October glory' 3-3.5"	EA	\$ 792.93	\$ 689.50
Gleditsia tri 'halka' 3-3.5"	EA	\$ 964.85	\$ 839.00
Picea glauca 8-10'	EA	\$ 528.71	\$ 459.75
Ulmus amer. 'Princeton' 3-3.5"	EA	\$ 880.90	\$ 766.00
Amelanchier 'genform' 2.5-3"	EA	\$ 671.31	\$ 583.75
Betula nigra 2.5-3"	EA	\$ 566.38	\$ 492.50
Carpinus carolinian 2.5-3"	EA	\$ 671.31	\$ 583.75
Cornus floris 2.5-3"	EA	\$ 608.35	\$ 529.00
Nyssa sylvatica 3-3.5"	EA	\$ 880.90	\$ 766.00
Clethra 4-5'	EA	\$ 75.61	\$ 65.75
Diervilla lonicera 30-36"	EA	\$ 75.61	\$ 65.75
Ilex glabra 4-5'	EA	\$ 226.55	\$ 197.00
Rhodo max 7-8'	EA	\$ 377.78	\$ 328.50
Sambucas can 4-5'	EA	\$ 151.23	\$ 131.50
Cornus sericea 36-42"	EA	\$ 67.28	\$ 58.50
Viburnum dent 4-5'	EA	\$ 102.06	\$ 88.75
Kalmia ang 18-24"	EA	\$ 58.94	\$ 51.25
Myrica gale 24-30"	EA	\$ 52.90	\$ 46.00
Rhodo visc 4-5'	EA	\$ 146.91	\$ 127.75
Spirea latifolia 24-30"	EA	\$ 49.16	\$ 42.75
Junipers communis 24-30"	EA	\$ 52.90	\$ 46.00

SECTION 00 45 17

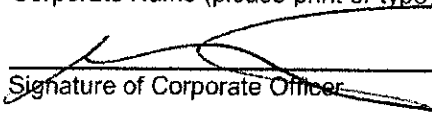
CERTIFICATE OF COMPLIANCE WITH
MASSACHUSETTS TAX LAWS

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

N/A
Signature _____ Date _____
N/A
Name (please print or type) _____ Social Security Number _____

Corporate

Mountain View Landscapes and Lawncare, Inc.
Corporate Name (please print or type) _____
 _____ 10/25/2017
Signature of Corporate Officer _____ Date _____
Stephen M. Corrigan, President
Name of Corporate Officer (please print or type) Title _____
04-2746530
Taxpayer Identification Number _____

1. 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.

SECTION 00 45 19



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
Stephen M. Corrigan, President

Mountain View Landscapes and Lawncare, Inc.

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Maureen Corrigan

certify that I am Assistant Clerk of the

Corporation named as Bidder in the within Bid Form that

Stephen M. Corrigan 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)

Maureen Corrigan
(Signature)

Maureen Corrigan, Assistant 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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the
Mountain View Landscapes

and Lawncare, Inc. held on 02/08/2017
(Name of Corporation) (Date)

it was voted that:

Stephen M Corrigan President
(Name) (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
President under seal of the company,

(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:



TITLE:

Stephen M. Corrigan, President

PLACE OF BUSINESS:

67 Old James St, Chiopee, MA 01020

DATE OF THIS CONTRACT:

I hereby certify that I am the ^{assistant} clerk of the Mountain View Landscapes and Lawncare, Inc.
(Name of Corporation)

And that Stephen M Corrigan 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.

Maureen Corrigan
(CLERK)Maureen Corrigan, Assistant Clerk
CORPORATE SEAL:

SECTION 00 45 50

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

10/25/2017

Date

Stephen M. Corrigan, President

Print Name & Title of Signatory

Mountain View Landscapes and Lawncare, Inc.

Name of Contractor

Town of Medway
Choate Park Renovation IFB
2017-TA1
Addendum #1
October 5, 2017

Choate Park Project Cost Estimate: \$1,500,000

Estimate excludes Town-purchased items and stipulated allowances.

Received:



Stephen M. Corrigan, President
Signature

10-26-17

Date signed

Please sign and return with your bid submission.

MINUTES OF ANNUAL MEETING OF STOCKHOLDERS
OF
MOUNTAIN VIEW LANDSCAPES & LAWCARE, INC.

The annual meeting of the Stockholders of MOUNTAIN VIEW LANDSCAPES & LAWCARE, INC. at the offices of Resnic Beauregard Waite and Driscoll, 330 Whitney Avenue, Suite 400, Holyoke, Massachusetts on February 8, 2017. All of the Stockholders were present and acted throughout.

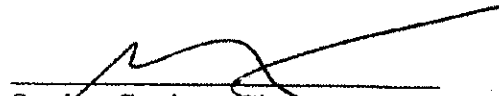
Upon motion duly made and seconded, it was unanimously voted that all of the acts, dealings and transactions of the Stockholders for and on behalf of the corporation during the past year be and they hereby are ratified and confirmed.

The corporation then proceeded with the election of officers and, on ballot had, the following officers were unanimously elected:

Stephen Corrigan	-	President, Treasurer, Director and Clerk
Maureen Corrigan	-	Assistant Clerk

There being no further business it was moved to adjourn.

Adjourned.



Stephen Corrigan, Clerk

MINUTES OF ANNUAL MEETING OF BOARD OF DIRECTORS
OF
MOUNTAIN VIEW LANDSCAPES & LAWN CARE, INC.

The annual meeting of the Board of Directors of Mountain View Landscapes & Lawn Care, Inc. was held at the offices of Resnic Beauregard Waite and Driscoll, 330 Whitney Avenue, Suite 400, Holyoke, Massachusetts on February 8, 2017. All of the Directors were present and acted throughout.

Following a general discussion of the general business of the corporation, it was moved to proceed with the election of a President. On ballot had, STEPHEN CORRIGAN was unanimously elected President of the corporation.

There being no further business, it was moved to adjourn.

Adjourned.



Stephen Corrigan, Clerk



COMMERCIAL LANDSCAPE & CONSTRUCTION REFERENCE PACKAGE

*MOUNTAIN VIEW IS A TEAM OF HIGHLY TALENTED AND TRAINED
PROFESSIONALS PROVIDING A HIGH STANDARD OF QUALITY
FOR ANY OF YOUR LANDSCAPE AND CONSTRUCTION NEEDS*

SERVICES

COMPLETE SITE DEVELOPMENT

Athletic Field Construction
Park & Playground Construction

HARDSCAPE & MASONRY

Stone & Concrete Block Retaining Walls
Unit Paver Walkways- Brick/Granite/ Precast

LANDSCAPE CONSTRUCTION

Hydro-seeding & Sodding
Irrigation - Golf Course & Commercial
Landscape Plantings

SITE AMENITIES INSTALLATION

Benches / Tables / Bike Racks / Receptacles
Playground Equipment

OWNER

STEPHEN M CORRIGAN, President / Treasurer / Secretary
MCH (MA Certified Horticulturist)
Connecticut Irrigation License #PLM. 208918-J3
Certified Landscape Professional (CLP)
Past President, Massachusetts Nursery & Landscape Association
CICA, PLANET, OSHA-10 Certified

EMPLOYEES

75-80 in season

HISTORY

Established 1976
Incorporated 1982, MA

SUBLI

AEGIS SECURITY INSURANCE CO.
2407 Park Drive
Harrisburg, PA 17110
David Griffin 413-437-1005

Bonding Capacity: \$12,000,000
Single Contract Limit: \$6,000,000

AGENT

DOWD INSURANCE COMPANY
PO Box 10300, Holyoke, MA 01041
David Griffin 413-437-1005

BANK

TD BANK
1441 Main Street, Springfield, MA 01105
Beverly Wilander 413-748-8263

Vietnam War Memorial, Worcester, MA

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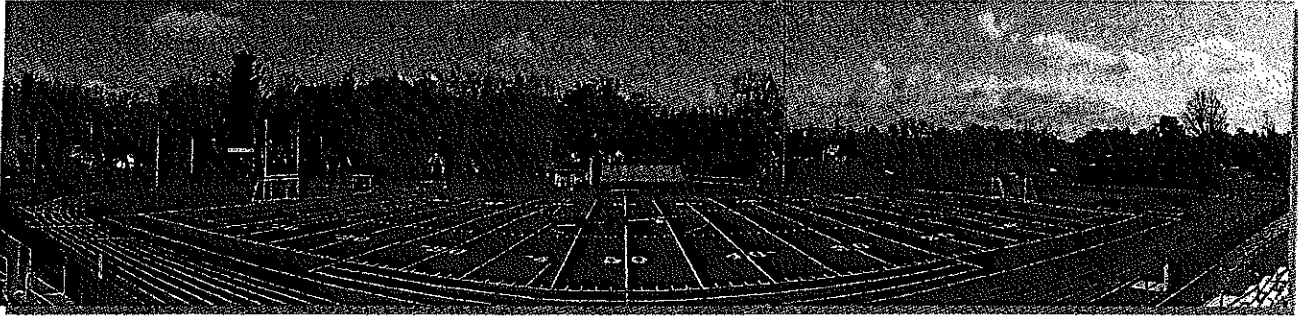
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Elizabeth Park, West Hartford CT

MOUNTAIN VIEW SPOTLIGHT PROJECTS

O'Brien Stadium, Windsor CT

Completed in October 2014, Mountain View began the replacement of the 400 meter running track located at Windsor High School. The sports facility, designed by BSC Group, includes a Dynamic Stone aggregate base, a subsurface drainage system, synthetic turf and latex track, practice field, discuss pit, grandstands and other various site amenities.



amphitheater, over 1500 linear feet of stone veneer walls, rooftop pavers, and an extensive landscape layout and species list. The project concluded in 2014 and was designated by the Professional Landcare Network (PLANET) as a National Landscape of Excellence.

UMass Life Sciences Laboratories

Mountain View began work on this multi-phase, \$160MM investment at the University of Massachusetts' Amherst campus in late 2012. Features include a multi-tiered, sub-level



Storrs Town Center

Located adjacent to the UConn Campus in the town of Mansfield CT, Storrs Center is rethinking Main Street. At the center of the development lies a town common consisting of a raised radial green encased by decorative granite curbing, masonry walls, and an eye-catching, permeable paver pattern.



REFERENCES

LANDSCAPE ARCHITECTS / ENGINEERS

Berkshire Design Group
4 Allen Place
Northampton, MA 01060
413-582-7000
Rick Klein / Mike Liu

BSC Group
300 Winding Brook Drive
Glastonbury CT 06033
617-896-4560
Eric Roise

Brown, Richardson + Rowe.
3 Post Office Road
Boston, MA 02110
617-542-8552
Imogene Hatch

Gale Associates
163 Libbey Parkway
Weymouth, MA 02189
781-336-6466
William Seymour

Copley Wolff Design Group
160 Boylston St.
Boston, MA 02116
617-654-9000
Courtney Kirk

Milone & Macbroom
99 Reality Drive
Cheshire CT 06410
203-271-1773
Tom Balkus

Stephen Stimson Associates
288 Norfolk Street
Cambridge, MA 02139
617-876-8906
Stephen Stimson

Warner Larson Inc.
130 West Broadway
Boston, MA 02127
617-464-1440
David Warner

Weston & Sampson Engineers, Inc.
100 Foxborough Blvd, Suite 250
Foxborough, MA 02035
508-698-3034
Eugene Bolinger

GENERAL CONTRACTORS / CONSTRUCTION MANAGERS

Barr & Barr
32 Hampden Street
Springfield, MA 01103
413-738-6257
Steve Hughes

Daniel O'Connell's Sons
480 Hampden Street
Holyoke, MA 01040
413-534-5667
Bob Aquadro

Gagliarducci Construction, Inc.
295 Pasco Road
Springfield, MA 01151
413-543-6978

Turner Construction
2 Seaport Lane
Boston, MA 02210
617-247-6400
Van Duros

Fontaine Brothers
506 Cottage Street
Springfield, MA 01104
413-781-2020
David Fontaine

Gilbane Building Company
208A New London Tnpk
Glastonbury, CT 06033
781-801-8376
Anthony Iaccarino

Consigli Construction
72 Sumner Street
Milford, MA 01757
508-473-2580
Sean Ditto

O&G Industries
112 Wall St
Torrington, CT 06790
860-489-9261
Linda LaPorte

Whiting-Turner Contracting Co
195 Church St, 16th Fl
New Haven, CT 06510
203-789-8700
Steve Perrault

J.H. Maxymillian
1801 East Street
Pittsfield, MA 01201
413-499-3050
Ryan Housman

E.O. Smith High School Track & Field, Storrs CT

REFERENCES

MUNICIPALITIES

Town of Agawam
Parks Department
413-821-0513
Christopher Sparks

City of Chicopee, MA
Parks Department
413-594-3481
Rich Maciolek

City of Holyoke, MA
DPW
413-322-5650
Bill Fuqua

Town of South Hadley, MA
Recreation Department
413-538-5017 x203
Andrew Rogers

City of Springfield, MA
Parks Department
413-787-6440
Patrick Sullivan

City of Worcester, MA
Parks and Recreation
508-799-1190
Robert Antonelli

Town of Farmington, CT
DPW
860-675-2330
Russell Arnold

City of West Hartford, CT
Community Development
860-561-7520
Joe Mercieri

Town of Windsor, CT
Engineering
860-285-1804
Robert Jarvis

TRADES

Atlantic Irrigation
1187 Highland Ave.
Cheshire, CT 06410
203-439-7922
Curtis Lemay

Bigelow Nurseries, Inc.
455 West Main Street
Northborough, MA 01532
508-845-2143
Tim Hay

Cook Builders' Supply
210 Agawam Avenue
West Springfield, MA 01089
413-732-3193
Tammy Teft

F.C. Taplin Company
120 Interstate Drive
West Springfield, MA 01086
413-568-8969
Deb Jagodowski

John S. Lane & Son, Inc.
730 East Mountain Rd
Westfield, MA 01086
413-568-8986
Joe Salvon

M.E. O'Brien & Sons
P.O. Box 316
Medfield, MA 02052
508-359-4200
John Taylor

Valley Green, USA
642 South Summer St
Holyoke, MA 01040
413-533-0726
Elaine Finnegan

Gate House Park, South Hadley MA

2016 RECENT PROJECTS / CURRENTLY UNDER CONSTRUCTION

Windsor LP Wilson – Windsor, CT – *In Progress*

Contract Amount: \$948,727

Owner: Town of Windsor, Bob Jarvis, Town Engineer 860-285-1804

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Improvements to the LP Wilson natural turf fields including stripping, amending and resspreading all site soils; extensive drainage improvements; athletic field seeding; new perimeter asphalt walkways; new water service and irrigation system; and chain link fencing and backstops.

Roberts Sports Complex Renovations – Holyoke, MA – *In Progress*

Contract Amount: \$1,447,250

Owner: City of Holyoke – Mike McManus, Superintendent of DPW 413-322 5645

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Renovations of rubberized running track surface replacement of existing running track, field and new synthetic turf, and installation of drainage improvements on the West and North end of the track, renovation to field event surfacing adjacent to running track and high jump located at east end of track

Simsbury Veterans Memorial – Simsbury, CT – *Completion November 2016*

Contract Amount: \$309,750

Owner: Town of Simsbury - Jerome Shea, Town Engineer 860-658-3260

Engineer: LADA, P.C. 860-651-4971

Scope of Work: Site work for preparation of a new veteran's memorial, excavation, bases for granite features, paving electrical lighting, rubber track surface

Manchester High School Athletic Improvements – Manchester, CT – *Completion October 2016*

Contract Amount: \$1,746,346

Owner: Town of Manchester - Mark Czerepuszko, Chief Construction Inspector 860-647-5211

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Full renovation of the existing running track, conversion of the running track field to synthetic turf, installation of running track field events, chain link fencing, asphalt and concrete paving and drainage improvements

Williams College Sawyer Library & New Quad Renovation – Williamstown, MA – *Completion September 2016*

Contract Amount: \$399,000

Owner: Williams College

General Contractor: J.H. Maxymillian, Inc. 413-499-3050

Landscape Architect: Stephen Stimson Associates 617-876-8960

Scope of Work: Hardscape improvements to include Clay and Granite pavers and Cobblestone walks.

UMASS Chapel Renovations – Amherst, MA – *Completion September 2016*

Contract Amount: \$315,952

Owner: UMASS

General Contractor: Barr & Barr, Inc. 508-879-5750

Landscape Architect: Stephen Stimson Associates 617-876-8960

Scope of Work: Extensive landscape planting and seeding, granite pavers and site amenities.

South Hadley High School Synthetic Turf Field – South Hadley, MA – *Completion August 2016*

Contract Amount: \$827,881

Owner: Town of South Hadley - Andrew Rogers, Recreation Director 413-538-5017 ext.203

Engineer: Gale Associates, Inc. 781-335-6465

Scope of Work: Demolition of existing site features, new drainage, the construction of an "infield" synthetic turf soccer, football, lacrosse, and field hockey field including the installation of a subsurface drainage system, gravel base, various site improvements to include fencing, pedestrian walkways, the restoration of any items damaged or destroyed by encroaching upon areas outside of the project site, and providing and restoring all temporary facilities

Pulaski Park Phase I – Northampton, MA – Completion August 2016

Contract Amount: \$1,576,560

Owner: City of Northampton, David Veleta 413-587-1570 x 4310

Landscape Architect: Stephen Stimson Associates, Lauren Stimson 978 464 5200

Scope of Work: Construction of a central green with plaza including a stormwater bioswale, natural play area, new pavement surfaces, site furnishings, lighting and signage, extensive landscaping and planting soils, and irrigation

Amherst College Greenway Dormitories – Amherst, MA – Completion August 2016

Contract Amount: \$514,570

Owner: Amherst College Trustees

General Contractor: Gagliarducci Construction 413-543-6978

Landscape Architect: Michael Van Valkenburgh 718-243-2044

Scope of Work: Hardscape improvements to include Hexagon pavers, edging & rooftop Granite pavers on pedestals.

NOTE: Received the "Grand Award of Excellence" from the National Association of Landscape Professionals for this project.

Essex Meadows Landscape Improvements – Essex, CT – Completion July 2016

Contract Amount: \$156,699

Owner: Essex Meadows, Kathleen Dess 203-804-2814

Engineer: Ann Penniman Associates, LLC 860-767-7540

Scope of Work: Landscape improvements including plant bed preparation and new tree plantings. Masonry and Hardscape improvements including brick paver sidewalks, granite curbing, bituminous concrete paving and berm, and steel edging.

Greenfield High School – Greenfield, MA – Completion May 2016

Contract Amount: \$560,451

Owner: Town of Greenfield

General Contractor: Shawmut Design & Construction 413-735-1420

Landscape Architect: Berkshire Design Group 413-582-7000

Scope of Work: Extensive landscape planting and seeding. **Installation of Hunter decoder irrigation system on all Athletic Fields with sod.**

2015 PROJECT REFERENCES RECENT PROJECTS COMPLETED

Bloomfield High School Track & Field Renovations – Bloomfield, CT - *Completion November 2016*

Contract Amount: \$1,332,654

Owner: Town of Bloomfield – Wayne Casper, Director of Facilities 860-769-4221

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Installation of synthetic (all-weather) grass surfacing, resurfacing of a running track, construction of new field events, and miscellaneous site improvements at the Project Site

Lyman Hall High School Track & Field Improvements - Wallingford, CT - *Completion October 2016*

Contract Amount: \$2,463,748

Owner: Town of Wallingford – Mark Deptula, Supervisor Buildings & Grounds 203-294-3780

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Reconstruction of a 400 meter running track with an alternate for a synthetic turf field including new site lighting

Fuessenich Infield Improvements – Torrington, CT – *Completion March 2016*

Contract Amount: \$125,975.00

Owner: City of Torrington, Pennie Zucco 860-489-2225

Engineer: Milone & MacBroom 203-271-1773

Scope of Work: Removal of existing and reconstruction of the baseball infield surface, installation of drainage, and the removal of the existing irrigation system and installation of new irrigation system, and other miscellaneous work for the City of Torrington

Avenue A Streetscape Enhancements – Turners Falls, MA – *Completion December 2015*

Contract Amount: \$396,550

Owner: Town of Montague 413-863-3200

Engineer: The Berkshire Design Group, Inc. 413-582-7000

Scope of Work: Improvements for an installation of new concrete and brick pavers, raised planter beds and custom curved benches as well as other site furnishings including trash receptacles, bike racks, and 33 pole-mounted light fixtures

Bullens Field – Westfield, MA - *Completion November 2015*

Contract Amount: \$253,900

Owner: City of Westfield, Purchasing Department 413-572-6254

Engineer: R Levesque Associates, Inc., Jon Goddard 413-568-0985

Scope of Work: Construction of handicap access walk, metal railing, site work, drainage, retaining wall, concrete pad, landscaping, irrigation system turf renovation

Athletic Field Renovations at Loomis Chaffee – Windsor, CT - *Completion September 2015*

Contract Amount: \$821,022

Owner: Loomis Chaffee School 860-687-6194

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Conversion of natural grass field to an all-weather turf field

North Riverfront Park Improvements – Springfield, MA - *Completion September 2015*

Contract Amount: \$1,179,300.00

Owner: City of Springfield Department of Parks, Buildings, and Recreation Management 413-787-6000

Engineer: GZA Geo-Environmental, Inc. – Anja Duffy 413-726-2116

Scope of Work: Erection and maintenance of erosion controls; selective demolition and site preparation; earthwork; new water service; **Automatic irrigation system** and drinking fountain; parking lot construction including granite curbing, gravel base prep and line striping; concrete and bituminous walkways; concrete stairs and steel railings; masonry veneered retaining walls; electrical upgrades including new parking lot lighting; fencing; installation of site amenities and pavilion structure; landscape seeding and plantings.

2012 - 2014 PROJECT REFERENCES RECENT PROJECTS COMPLETED

School Street Park Phase 2 – Agawam, MA - Completion September 2015

Contract Amount: \$1,956,975.00

Owner: Town of Agawam - Chris Sparks 413-786-4520

Architect: Berkshire Design Group - Mike Liu 413-582-7000

Scope of Work: 14 Acre park improvements including water spray park, Athletic field irrigation system, picnic pavilion, bandstand, parking lots, site lighting and picnic areas

Site Improvements, Worcester Common Phase 3B – Worcester, MA - Completion November 2014

Contract Amount: 2,595,915

Owner: City of Worcester - Cesar Valiente 508-326-5227

Engineer: Weston and Sampson-Michael Moonan 508-698-3014

Scope of Work: Reconstruction of concrete and paver walkways and granite stairs around Worcester City Hall including site lighting and amenities

O'Brien Stadium Improvements – Windsor, CT - Completion October 2014

Contract Amount: \$2,143,000

Owner: Town of Windsor – Victoria Houle 860-285-1862 and Bob Jarvis 860-285-1804

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: Construction of a synthetic turf system, resurfacing of an existing 400 meter running track, track events, bleachers & press box, including all site work, drainage improvements, utilities and associated site amenities

Farmington Synthetic Turf Field – Farmington, CT - Completion October 2014

Contract Amount: \$1,067,000

Owner: Town of Farmington – Russell Arnold 860-675-2305

Engineer: Town of Farmington – Stephen Doyon 860-675-2305

Scope of Work: Construction of a synthetic turf system and modifications to the running track, including all site work, drainage improvements, utilities and associated site amenities

UMass Amherst New Academic Classroom Building – Completion October 2014

Contract Amount: \$1,168,000.00

General Contractor: Barr and Barr Steve Hughes 413-738-6257

Scope of Work: Landscape plantings, wetland plantings, pavers, fieldstone retaining walls, custom IPE wood benches, campus standard site amenities, site irrigation system.

Storrs Center-Mansfield, CT- Completion November 2014

Contract Amount: \$445,500

Owner: Town of Mansfield/Storrs – Director of Public Works-John Carrington-860-429-3332

Architect: Kent+Frost – Brian Kent 860-572-0784

Scope of Work: Award winning permeable paver design, decorative granite curbing, irrigation, masonry walls with recessed lighting, granite stairway, landscape plantings

UMASS New Laboratory Science Building – Amherst, MA – Completion November 2013

Contract Amount: \$1,818,600.00

Owner: University of Massachusetts / DCAM

General Contractor: Whiting-Turner Contracting – Jeff Veilleux 203-789-8700

Scope of Work: Extensive landscape planting and sod, dry and wet stream beds, boulder placement, ashlar site walls, concrete and granite pavers, rooftop pavers, site irrigation system.

Veterans Park Reconstruction – Holyoke, MA - Completion October 2013

Contract Amount: \$1,200,000.00

Owner: City of Holyoke Bill Fuqua 413-536-9340

Engineer: Brown Richard and Rowe, Imogene Hatch 617-542-8552

Scope of Work: Reconstruction of downtown common including new concrete sidewalks, site electric, landscape plantings and irrigation system.

Tolland High School Stadium Field Reconstruction – Tolland, CT - Completion September 2013

Contract Amount: \$944,000.00

Owner: Town of Tolland – Director of public works, Clem Langlois- 860-871-3693

Engineer: BSC Group - Eric Roise 860-652-8227

Scope of Work: New synthetic turf field inside existing track facility, and new MUSCO athletic field lighting

North Middle School Ball field Renovations – Westfield, MA - Completion September 2013

Contract Amount: \$86,150.00

Owner: City of Westfield - Tammy Tefft 413-572-6254

Scope of Work: Reconstruction of 4 baseball infields

Hanover High School – Hanover, MA – Completion April 2013

Contract Amount: \$1,024,100

Construction Manager: Callahan, Inc. – Stephen Carley 508-279-0032

Scope of Work: Athletic field improvements including stone dust surfacing, infield and warning track surfacing, and installation of sports amenities. Extensive landscaping including athletic field irrigation, landscape planting, general lawn seeding and sodding, slope stabilization and restoration/wetland seeding.

Southbridge Middle and High School Complex –Southbridge, MA – Completion November 2013

Contract Amount: \$950,000

Construction Manager: Consigli - Sean Ditto 508-473-2580

Scope of Work: Multiple athletic field installations, infield and warning track surfacing, and installation of sports amenities. Extensive landscaping including athletic field irrigation, landscape planting, general lawn seeding and sodding, slope stabilization and restoration/wetland seeding.

Forest Park Middle School –Springfield, MA – Completion September 2013

Contract Amount: \$600,000

Construction Manager: Consigli - Sean Ditto 508-473-2580

Scope of Work: Extensive hardscape installation including reinforced turf pavers, landscape planting and irrigation, and bio-retention establishment.

Hampden Hall Day School Synthetic Field Construction – Hampden, CT - Completion September 2012

Contract Amount: \$309,000.00

Owner: Hampden Hall Day School - Jim Hunter 203-215-9233

Engineer: WBA Group - Bill Aniskovich 203-488-8234

General Contractor: Shaw Sportex - Joe Kacevich 508-365-7486

Scope of Work: Construction of synthetic turf field

Lisbon 200 Meter Running Track – Lisbon, CT – Completion May 2012

Contract Amount: \$269,750

Owner: Town of Lisbon

Engineer: Boundaries, LLC – James McNally 860-376-2006

Scope of Work: Construction of new latex 200 Meter Running Track and long jump/triple jump runway with natural turf infield, to include new storm drainage, water and electrical line adjustments, a new versa-lok retaining wall, and custom handrails.

PROJECT REFERENCES

ADDITIONAL PROJECTS OF MERIT 2011 AND OLDER

- 11' - Szot Park full Athletic field Irrigation system and 90' Infield and Lighting Renovation – Chicopee, MA – \$796,250
- 11' - Westfield State University Baseball Infield Re-Construction and irrigation system. – Westfield, MA – \$89,750
- 11' - Village Hill Trail – Northampton, MA – \$144,965
- 11' - Essex Meadows – Essex, CT – \$268,256
- 11' - EO Smith Athletic Field – Storrs, CT – \$1,852,750
- 11' - Cambridge Center Plaza – Cambridge, MA – \$575,192
- 11' - Splash Pad at Matthews Park – \$73,835
- 11' - Saint Elizabeth House – Hartford, CT - \$214,200
- 11' - Taunton Trial Court – Taunton, MA - \$542,238
- 11' - Kol IMorgen Electro Optical – Northampton, MA - \$247,951
- 11' - Lower Riverside Park – South Hadley, MA - \$225,900
- 10' - Dover Beach Park – New Haven, CT - \$222,400
- 10' - Deepwood Hall Improvements – Longmeadow, MA - \$298,650
- 09' - American International College – Springfield, MA – \$3,137,330
- 09' - Martha Hart Park – New Britain, CT – \$677,350
- 09' - Quinnipiac University – Hamden, CT – \$599,200
- 09' - Fay School – Southborough, MA – \$493,600
- 09' - Bloomfield Magnet School – Bloomfield, CT – \$699,650
- 09' - East End Park – Winsted, CT – \$236,850
- 09' - Curtis Apartments IC Planting & Irrigation – Worcester, MA – \$446,800
- 09' - Springfield College Campus Union – Springfield, MA – \$814,850
- 08' - Sloping Acres and Curtain Parks – Waterbury, CT – \$353,000
- 08' - City Hall Commons Phase I – Worcester, MA – \$543,900
- 08' - Elizabeth Park – West Hartford, CT – \$524,300
- 07' - Wire Village School Athletic Field Improvements – Spencer, MA – \$485,500
- 07' - Fairlawn Park – Waterbury, CT – \$304,500
- 07' - Westfield Municipal Playground – Westfield, MA – \$991,000
- 07' - Hynes Playground Improvements – Boston, MA – \$418,500
- 06' - Turner Falls High School Track – Turners Falls, MA – \$364,335
- 06' - Worcester Vocational School – Worcester, MA – \$1,042,932
- 06' - Simsbury Running Track & Synthetic Turf Field – Simsbury, CT – \$1,950,000
- 06' - Farmington High School Track – Farmington, CT – \$453,000
- 06' - Veterans Memorial, West Hartford, CT - \$624,750
- 06' - Pope Park, West Hartford, CT - \$423,150
- 05' - Philbrick Schoolyard, Roslindale, MA - \$229,450
- 05' - Connecticut Convention Center, Hartford, CT - \$2,230,000
- 05' - James & Stearns at Amherst College, Amherst, MA – \$290,000
- 05' - Mass Mutual Center, Springfield, MA - \$265,000
- 05' - Hartford Circus Fire Memorial - \$100,000
- 04' - Milford Academy Athletic Complex – Milford, CT – \$ 1,548,250
- 04' - Heritage Courtyard, Wilbraham, MA – \$213,861
- 04' - Amherst College Vista – Amherst, MA – \$300,000
- 04' - Holyoke Community College Site Improvements, Holyoke, MA - \$245,850
- 04' - Hampshire Regional High School Running track & Athletic Fields – Easthampton, MA - \$1,170,000
- 03' - Green Hill Park Skateboard Park and Handball Wall – Worcester, MA - \$360,000
- 03' - UCONN Rentschler Field – East Hartford, CT – \$345,000
- 03' - Greenwood Park Water spray – Worcester, MA – \$122,000
- 03' - Daniel Hand High School Running Track & Synthetic Turf Field, Madison, CT – \$182,000
- 02' - Loomis Chaffee School Running Track & Athletic Fields, Windsor, CT – \$1,260,000
- 02' - New Haven Green Commemorative Fountain – \$541,000
- 02' - Hampshire College – Johnson's Library – Amherst, MA – \$244,144
- 01' - Green Hill Park Vietnam Veterans Memorial – Worcester, MA – \$1,290,000
- 01' - The Naismith Memorial Basketball Hall of Fame – Springfield, MA – \$727,000
- 01' - Mohawk Regional High School Track Improvements – Buckland, MA - \$476,600
- 00' - Six Flags/Riverside Park – Agawam, MA - \$207,000
- 00' - Dr. Seuss/Quadrangles – Springfield, MA - \$397,500
- 00' - Belmont Hill - Belmont, MA - \$442,800 – (400 Meter Resilient Running Track and Sand Based Grass Field)
- 00' - St. John's Academy – Danvers, MA - \$143,800 – (400 Meter Resilient Running Track)
- 00' - Milton Academy – Milton, MA - \$ 148,000 – (400 Meter Resilient Running Track)

*Contact Mountain View for additional information on any particular job.

GOLF COURSE IRRIGATION REFERENCES

Newton Commonwealth Golf Course, Newton, MA

Installation Date: Completion Spring 2007

Description: Installation of 18 hole irrigation system Toro system, pump house and green tee reconstruction.

Contact: Jeff Bowman – Irrigation Consultanting inc. – 978-433-8972

Designer: Irrigation Consultanting, Inc.

MGA Golf Links – Framingham, MA

Installation Date: Completion Spring 2005

Description: Installation of 18 hole irrigation system Toro system

Contact: David Ferrantino – GCS – 508-222-0555

Designer: Turf Products Corporation

Framingham Country Club – Framingham, MA

Installation Date: Completion Summer 2002

Description: Installation of 18 hole double row irrigation system Toro system

Contact: Patrick Daly

Designer: Joseph Sarkisian (508)790-4525

Eastman Golf Links – Grantham, NH

Installation Date: 2001

Description: Installation of 18 hole double row irrigation system Toro system

Contact: Ron Hansen (603)863-4240

Designer: James White, White Engineering (603)436-4205

Duxbury Yacht Club — Duxbury, MA

Installation Date: 2001

Description: Installation of 18 hole double row irrigation system Rain Bird Decoder System.

Contact: Peter Lanman (781) 934-6193

Designer: Joseph Sarkisian (508)790-4525

Veterans Golf Course – Springfield, MA

Installation Date: 2000

Description: 18 hole double row irrigation system, Toro System, Flowtronex Pump Station

Contact: John Taylor (413) 787-6452

Oak Hill Country Club — Fitchburg, MA

Installation Date: 1999

Description: Installation of 18 hole irrigation system; TORO System

Contact: Brett Johnson – 978-342-6951

D.W. Field — Brocton, MA

Installation Date: 1999

Description: Installation of 18 hole irrigation system; Rainbird decoder system

Contact: John Dorgan – 508-790-4525

Beaver Brook Country Club — Haydenville, MA

Installation Date: 1998

Description: Installation of 9 hole irrigation system; TORO system

Contact: Hiroshi Akimoto – 413-268-7229

Holyoke Country Club – Holyoke, MA

Installation Date: Spring 1998/Completion May 1, 1998

Description: Installation of 9 hole irrigation system; TORO

Contact: Ted Hamel – 413-534-1933

ATHLETIC FIELD CONSTRUCTION – SYNTHETIC & NATURAL TURF PROJECTS COMPLETED – PAST 10 YEARS

Windsor LP Wilson – Windsor, CT – *In Progress*

Contract Amount: \$948,727

Owner: Town of Windsor, Bob Jarvis 860-285-1804

Engineer: BSC Group - Eric Roise 860-652-8227

Natural Turf Field

Scope of Work: Improvements to the LP Wilson natural turf fields including stripping, amending and resspreading all site soils; extensive drainage improvements; athletic field seeding; new perimeter asphalt walkways; new water service and irrigation system; and chain link fencing and backstops.

Roberts Sports Complex Renovations – Holyoke, MA – *In Progress*

Contract Amount: \$1,447,250

Owner: City of Holyoke – Mike McManus, Superintendent of DPW 413-322 5645

Engineer: BSC Group - Eric Roise 860-652-8227

Synthetic Turf System: Spinturf 50oz Ultrablade DFE

Synthetic Track System: ATT Sports

Scope of Work: Renovations of rubberized running track surface replacement of existing running track, field and new synthetic turf, and installation of drainage improvements on the West and North end of the track, renovation to field event surfacing adjacent to running track and high jump located at east end of track

Manchester High School Athletic Improvements – Manchester, CT – *Completion October 2016*

Contract Amount: \$1,746,346

Owner: Town of Manchester - Mark Czerepuszko, Chief Construction Inspector 860-647-5211

Engineer: BSC Group - Eric Roise 860-652-8227

Synthetic Turf System: Sprinturf 50oz Ultrablade DFE

Synthetic Track System: ATT Sports

Scope of Work: Full renovation of the existing running track, conversion of the running track field to synthetic turf, installation of running track field events, chain link fencing, asphalt and concrete paving and drainage improvements

South Hadley High School Synthetic Turf Field – South Hadley, MA – *Completion August 2016*

Contract Amount: \$827,881

Owner: Town of South Hadley - Andrew Rogers, Recreation Director 413-538-5017 ext.203

Engineer: Gale Associates, Inc. 781-335-6465

Synthetic Turf System: Greenfields USA Slide Max SP50

Scope of Work: Demolition of existing site features, new drainage, the construction of an "infield" synthetic turf soccer, football, lacrosse, and field hockey field including the installation of a subsurface drainage system, gravel base, various site improvements to include fencing, pedestrian walkways, the restoration of any items damaged or destroyed by encroaching upon areas outside of the project site, and providing and restoring all temporary facilities

Bloomfield High School Track & Field Renovations – Bloomfield, CT - *Completion November 2016*

Contract Amount: \$1,332,654

Owner: Town of Bloomfield – Wayne Casper, Director of Facilities 860-769-4221

Synthetic Turf System: Sprinturf 50oz. Ultra-Blade

Synthetic Track System: Dalton Enterprise Re-Track 400

Engineer: Luke McCoy Landscape Architect, BSC Group 617-896-4564

Scope of Work: Installation of synthetic (all-weather) grass surfacing, resurfacing of a running track, construction of new field events, and miscellaneous site improvements at the Project Site

Lyman Hall High School Track & Field Improvements - Wallingford, CT - *Completion October 2016*

Contract Amount: \$2,463,748

Owner: Town of Wallingford – Mark Deptula, Supervisor Buildings & Grounds 203-294-3780

Synthetic Turf System: Shaw Sports Turf Momentum

Synthetic Track System: Dalton Enterprise Plush-Track 200

Engineer: BSC Group – Luke McCoy 617-896-4564

Scope of Work: Reconstruction of a 400 meter running track with an alternate for a synthetic turf field including new site lighting

White Brook Middle School – Easthampton, MA completion September 2015

Contract Amount: \$299,500.00

Owner: Town of Easthampton, Nancy Follansbee 413-529-1500 ext.121

Engineer: Doucet & Associates 413-517-0133

Scope of Work: Reconstruction of natural turf athletic fields

Athletic Field Renovations at Loomis Chaffee – Windsor, CT - Completion September 2015

Contract Amount: \$821,022.45

Owner: Loomis Chaffee School 860-687-6194

Synthetic Turf System: Shaw Sports Turf Momentum

Architect: Luke McCoy Landscape Architect, BSC Group 617-896-4564

Scope of Work: Conversion of natural grass field to an all-weather turf field

O'Brien Stadium Improvements – Windsor, CT - Completion October 2014

Contract Amount: \$2,143,000

Owner: Town of Windsor - Bob Jarvis, Town Engineer 860-285-1804

Engineer: BSC Group – Luke McCoy 860- 652-8227

Synthetic Turf System: XP-60 60oz by NET Eastern Builder

Synthetic Track System: Plush Track-200 (Latex) by Dalton Contracting Company

Scope of Work: Construction of a synthetic turf system, resurfacing of an existing 400 meter running track, bleachers & press box, including all site work, drainage improvements, utilities and associated site amenities

Farmington Synthetic Turf Field – Farmington, CT - Completion October 2014

Contract Amount: \$1,067,000

Owner: Town of Farmington – Russel Arnold 860-675-2305

Engineer: Town of Farmington – Stephen Doyon 860-675-2305

Synthetic Turf System: FieldTurf XM6-65

Scope of Work: Construction of a synthetic turf system and modifications to the running track, including all site work, drainage improvements, utilities and associated site amenities

Tolland High School Stadium Field Reconstruction – Tolland, CT - Completion September 2013

Contract Amount: \$944,000.00

Owner: Town of Tolland - Beverly Bellody 860-871-3600

Owner: Town of Tolland Clem Langlois 860-871-3693

Engineer: BSC Group - Luke McCoy 860-652-8227

Synthetic Turf System: Prograss Infinity FB Ultra

Scope of Work: New synthetic turf field inside existing track facility, and new MUSCO athletic field lighting

Hampden Hall Day School Synthetic Field Construction – Hampden, CT - Completion September 2012

Contract Amount: \$309,000.00

Owner: Hampden Hall Day School - Jim Hunter 203-215-9233

Engineer: WBA Group - Bill Aniskovich 203-488-8234

General Contractor: Shaw Sportex - Joe Kacevich 508-365-7486

Synthetic Turf System: Shaw-Sportex Legion 46

Scope of Work: Construction of synthetic turf field including new site amenities and fencing

Lisbon 200 Meter Running Track – Lisbon, CT – Completion May 2012

Contract Amount: \$269,750

Owner: Lown of Lisbon

Engineer: Boundaries, LLC – James McNally 860-376-2006

Natural Turf Field

Synthetic Track System: ½" Black Plush-Track by Dalton Contracting Company

Scope of Work: Construction of new latex 200 Meter Running Track and long jump/triple jump runway with natural turf infield, to include new storm drainage, water and electrical line adjustments, new versa-lock retaining walls, and custom handrails.

Szot Park Irrigation Infield and Lighting Renovation – Chicopee, MA – Completion December 2011

Contract Amount: \$796,250.00

Owner: City of Chicopee Parks and Recreation

Engineer: BH+A INC. 300 A Street Boston, Ma Tom Scarlatta 617-350-0450

Scope of Work: Natural Turf Re-construction of a 90' baseball infield, a new drainage system, new MUSCO Lighting System, new irrigation system, laser grading, and sodding

Westfield State University Baseball Infield Re-Construction – Westfield, MA – Completion November 2011

Contract Amount: \$89,750.00

Owner: Westfield State University Facilities and Operations

Engineer: Stantec - Megan Buczynski 617-523-8103

Scope of Work: Natural Turf Re-construction of a NCAA 90' Baseball infield including laser grading, spreading of new infield clay, and sodding

EO Smith Athletic Field – Storrs, CT – Completion October 2011

Contract Amount: \$1,852,750

Owner: Regional School District 19, Storrs-Mansfield – Ralph Pemberton 860-487-2215

Engineer: Milone and MacBroom – Tom Balskus and David Dickinson 203-271-1773

Synthetic Turf System: Shaw-Sportex Power Blade HP+2.5

Synthetic Track System: Benyon BSS 100 Copeland Coatings track surface

Scope of Work: Construction of new synthetic turf field with perimeter concrete turf nailer, new 400 meter running track, athletic field subsurface drainage, storm drainage, fencing and site amenities. Work also included new tennis court construction.

Colt Park Athletic Field Improvements – Hartford, CT – Completion October 2009

Contract Amount: \$461,252

Owner: City of Hartford

Engineer: Vanasse Hangen Brustlin, Inc. – Jeffrey Thereault 860-632-1500

Natural Turf Field

Scope of Work: Natural Turf Restoration of existing softball field, including new drainage system, rootzone mix, infield mix, fencing, new scoreboard & PA system, new bleacher seating, billion seeding, and landscape planting

American International College – Springfield, MA – Completion October 2009

Contract Amount: \$2,888,280

Owner: American International College – Rich Bedard 413-205-3532

Architect: Berkshire Design Group - Rick Klein 413-582-7000

Synthetic Turf System: ProGrass 40 Blend Synthetic Turf

Synthetic Track System: Beynon BSS 100 by Copeland Coatings Company, Inc.

Scope of Work: Construction of two new NCAA athletic fields. One field is to include a synthetic turf field with grandstand bleachers/press box and athletic field lighting. One field is to include a natural turf field with an irrigation system and synthetic running track & track amenities. Work also included concrete & bituminous walkways, bituminous parking lots, athletic field drainage systems, site electrical, new water lines and perimeter fencing.

Northbridge High School Athletic Fields – Northbridge, MA – Completion July 2009

Contract Amount: \$261,050

Owner: Town of Northbridge

Engineer: Weston & Sampson – Jon Wagner 978-977-0110

Natural Turf Field

Scope of Work: Natural Turf Restoration of existing athletic fields

Guilford HS Synthetic Turf Field & Running Track Improvements - Guilford, CT – Completion July 2008

Contract Amount: \$ 843,473

Owner: Town of Guilford, CT

Architect: Gale Associates – 781-335-6465 Nathan Collins

Synthetic Turf System: Field Turf Prestige XM-65

Synthetic Track System: Dalton Contracting Company

Scope of Work: Installation of new +/- 80,000 SF synthetic turf playing field, running track amenities and improvements, drainage, and CIP concrete curbing

**PLAY STRUCTURES & ACCESSIBLE PLAYGROUNDS
PROJECTS COMPLETED – PAST 5 YEARS**

Pulaski Park Phase I – Northampton, MA – Completion August 2016

Contract Amount: \$1,576,560

Owner: City of Northampton, David Veleta 413-587-1570 x 4310

Landscape Architect: Stephen Stimson Associates, Lauren Stimson 978 464 5200

Play-structure: Constructed of natural wood log of various lengths as custom designed by the LA

Mill Pond Improvements – Newington, CT – Completion July 2016

Contract Amount: \$100,500

Owner: Town of Newington, Jeff Baron 860-655-8513

Landscape Architect: TO Design

Play-structure:

Green River Park – Greenfield, CT – Completion November 2016

Contract Amount: \$503,050

Owner: Town of Greenfield, Alan Twarog 413-772-1528 x9104

Landscape Architect: TO Design

Play-structure:

Park Avenue School Playground – Webster, MA – Completion December 2016

Contract Amount: \$116,750

Owner: Webster Public Schools, Ted Avlas 508-943-0104 x12

Architect: D&W Architects

Play-structure:

Wade Park Playground – Agawam, MA – In Progress

Contract Amount: \$31,495

Owner: Town of Agawam, Chris Sparks 413-821-0513

Landscape Architect: Berkshire Design Group

Play-structure: Themed Concepts provided by New England Recreation Group

Lucy Wisniowski Playground – Chicopee, MA – Completion October 2016

Contract Amount: \$98,515

Owner: City of Chicopee, Carolyn Porter 413-594-3481

Landscape Architect: Milone & MacBroom, John Hammer 413-241-6920

Play-structure: Play Mart Playgrounds provided by Premier Park & Play

Jackson Street Playground – Northampton, MA – Completion September 2015

Contract Amount: \$74,050.00

Owner: City of Northampton, MA Central Services – Tony Kusnierz 413-587-1305

Architect: Berkshire Design Group – Mike Liu 413-582-7000

Play-structure Manufacture: Landscape Structures, Inc. provided by ME O'Brien and Sons

New North Day Care Playground – Springfield, MA – Completion November 2015

Contract Amount: \$26,464.00

Owner: New North Citizens Council, Inc. – Sherry Manyak 413-747-0098

Architect: N/A

Play-structure Manufacture: Miracle Recreation Equipment Company

Mary Troy Park – Springfield, MA – Completion July 2015

Contract Amount: \$24,500.00

Owner: City of Springfield, MA

General Contractor: Caracus Construction Corp. – Manny Goncalves

Play-structure Manufacture: Landscape Structures, Inc. provided by ME O'Brien and Sons

Lampron and Florence Playground – Northampton, MA – Completion June 2015

Contract Amount: \$119,750.00

Owner: City of Northampton, MA Rec. Commission – Ann-Marie Moggio 413-587-1040

Architect: Berkshire Design Group – Carlos Nieto-Mattei 413-582-7000

Play-structure Manufacture: Play & Park Structures provided by New England Recreation Group

UNICO Playground – West Springfield, MA – Completion April 2015

Contract Amount: \$62,300.00

Owner: Town of West Springfield, MA Park & Recreation Department – Victoria Connor 413-263-3284

Architect: Elmore Design Collaborative, Inc. 860-251-5198

Play-structure Manufacture: Miracle Recreation Equipment Company

Sadie Knox Playground – Westfield, MA – Completion July 2015

Contract Amount: \$286,150.00

Owner: City of Westfield, MA – Tammy Teft 413-572-6254

Architect: R Levesque Associates, Inc. 413-568-0985

Play-structure Manufacture: Miracle Recreation Equipment Company

Elias Brookings School – Springfield, MA – Completion May 2015

Contract Amount: \$73,853.00

Owner: T&M Equipment Corp. – Taylor Wright 413-785-1941

Architect: Drummey Rosane Anderson, Inc. 617-964-1700

Play-structure Manufacture: Landscape Structures, Inc. provided by ME O'Brien and Sons

Dana Park Improvements – Chicopee, MA – Completion December 2013

Contract Amount: \$45,375

Owner: Town of Chicopee, MA – Brian Salamon 413-594-1557

Architect: Berkshire Design Group – Mike Liu 413-582-7000

Play-structure Manufacture: Landscape Structures provided by ME O'Brien and Sons

Playscape for East Hartford Glastonbury Magnet School – Glastonbury, CT – Completion November 2013

Contract Amount: \$319,250

Owner: Town of Glastonbury – Dan Pannington 860-652-7588

Architect: TO Design, LLC – 860-612-1700

Play-structure Manufacture: Landscape Structures provided by ME O'Brien and Sons

Newtown Dog Park – Newtown, CT – Completion September 2013

Contract Amount: \$87,500

Owner: Town of Newtown, CT

General Contractor: ME O'Brien & Sons – Peter Wallace 800-835-0056

Play-structure Manufacture: Vortex Spray Equipment and Shelter provided by ME O'Brien and Sons

Kids Kingdom Playground Redevelopment – Brookfield, CT – Completion April 2012

Contract Amount: \$447,550

Owner: Town of Brookfield Parks Dept – Dennis DiPinto 203-775-7310

Architect: CCA, LLC. – Abigail Adams 203-775-6207

Play-structure Manufacture: Landscape Structures, Play Booster Series by ME O'Brien and Sons

Rivers Park Playground – Chicopee, MA – Completion July 2011

Contract Amount: \$59,250

Owner: City of Chicopee – Stan Walczak 413-594-3481

Architect: N/A

Play-structure Manufacture: Landscape Structures, Play Booster Series by ME O'Brien and Sons

HISTORICAL SITES / HISTORICAL RESTORATION PROJECTS COMPLETED

Mount Hope Cemetery – Belchertown, MA – Completion October 2010

Contract Amount: \$47,148.30

Owner / Designer: Town of Belchertown – Jill Panto 413-323-0410

Scope of Work: Restoration of historic fieldstone walls and piers including cleaning, repointing and rebuilding

Forbes Library – Northampton, MA - Completion 2005

Contract Amount: \$433,974.00

Owner: Forbes Library – Mr. Jason Petcen 413-587-1016

Architect: Denig Design Associates – Martin Ringey 413-585-1644

Scope of Work: New Parking lot and entry roads, site drainage, concrete sidewalks, brick pavers, bluestone pavers, brownstone entry signage, granite curbing, fencing, electrical lighting, irrigation, landscape planting, seeding.

Heritage Courtyard, Wilbraham, MA – Completion August 2004

Contract Amount: \$213,861.00

Owner: Wilbraham Monson Academy, Wilbraham, Karen White, 1 413-596-6811

Architect: Berkshire Design Group: Mr. Rick Klien 1-413-582-7000

Scope of Work: Site work, brick paver walks and installation of brownstone seat walls.

Green Hill Park Vietnam Veterans Memorial – Worcester, MA – Completion June 2002

Contract Amount: \$1,290,000

Owner: City of Worcester Parks Dept. – Michael O'Brien – 508-799-1190

Architect: Weston & Sampson Engineers, Inc. – Eugene Bolinger – 508-698-3034

Scope of Work: Granite features & pavers, bituminous paving, irrigation, landscape planting, restoration/wetland seeding

Richard Salter Storrs Library – Longmeadow, MA – Completion 2001

Contract Amount: \$74,250.00

Owner: Storrs Library Board of Trustees

Architect: The Berkshire Design Group, Inc. – Rick Klein 413-582-7005

Scope of Work: Restoration of ornamental iron fencing, resetting granite edging, granite pavers, flatwork and site lighting.

Springfield Quadrangles Phase I & Phase II – Springfield, MA – Completion 1999 & 2000

Contract Amount: \$400,000.00

Owner: City of Springfield – Dan Bernashe 413-263-6800 x313

Architect: Stimpson Associates – James Royce 508-548-8119

Scope of Work: Landscape plantings, lawns, irrigation, granite walkways, granite flag plaza, pavements and site lighting.

Park Square – Pittsfield, MA – Completion 1999

Contract Amount: \$258,000.00

Owner: City of Pittsfield – Robert Mellace 413-499-9470

Architect: The Berkshire Design Group, Inc. – Julie Sneizek 413-582-7005

Scope of Work: Restoration of fountain and monument, removing and resetting granite edging & pavers, flatwork, electrical site lighting, and landscape plantings

Storrows town Village at Eastern States - West Springfield, MA – Completion 1997

Contract Amount: \$40,000

Owner Contact: Gerard Kiernan 413-787-0135

Scope of Work: Brickwork renovation, plantings and lawns.

Holyoke Heritage State Park Phase III – Holyoke, MA – Completion 1991

Contract Amount: \$1,200,000.00

Owner: Massachusetts DEM – Tom McCarthy 413-545-5353

General Contractor: Fontaine Brothers

Architect: Berkshire Design Group – Rick Klein / Peter Wells 413-582-7005

Scope of Work: Walkways, extensive landscape plantings, rebuilding canal capstones, setting historic water wheel.

WETLAND PLANTING / WETLAND RESTORATION PROJECTS COMPLETED

UMASS NACB – Amherst, MA – Completion May 2015

Contract Amount: \$1,168,000.00

Construction Manager: Barr & Barr – Jason Miner 413-230-3497

Wetland Scope of Work: Wetland restoration

Park Watershed – Vernon, CT – Completion September 2015

Contract Amount: \$49,200.00

Owner: North Central Conservation District, Inc. – John Collins

Architect: Fuss & O'Neill – 413-452-0445

Wetland Scope of Work: Erosion control, Restoration / Wetland seeding

Lower Riverside Park – South Hadley, MA – Completion November 2011

Contract Amount: \$225,900

Owner: Holyoke Gas and Electric Company

Architect: Fuss & O'Neill – Michael Gagnon 413-452-0445

Wetland Scope of Work: Intensive erosion control, Restoration / Wetland seeding

KollMorgen Electro Optical – Northampton, MA – Completion October 2011

Contract Amount: \$244,050

Construction Manager: Western Builders – D'Lynn Healy 413-467-9171

Wetland Scope of Work: Wetland restoration including swale regrading, conservation seeding, and plug plantings

Hanover High School – Hanover, MA – In Progress

Contract Amount: \$1,024,100

Construction Manager: Callahan, Inc. – Stephen Carley 508-279-0032

Wetland Scope of Work: Restoration / Wetland seeding

American International College – Springfield, MA – Completion October 2009

Contract Amount: \$3,245,150

Owner: American International College

Architect: Berkshire Design Group - Rick Klein 413-582-7000

Wetland Scope of Work: Restoration / Wetland seeding

Lexington DPW – Lexington, MA – Completion January 2010

Contract Amount: \$223,308

Construction Manager: CTA Construction Company – Jeff Hazelwood 617-268-1410

Wetland Scope of Work: Wetland & rain garden plantings

Samuels Court – Danbury, CT – Completion September 2009

Contract Amount: \$70,190

Construction Manager: Enterprise Builders, Inc. – Al Erickson 860-466-5188

Wetland Scope of Work: Restoration / Wetland seeding

Rutland Elementary School – Rutland, MA - Completion May 2007

Contract Amount: \$106,345.00

General Contractor: Fontaine Brothers – David Fontaine – 413-781-2020

Wetland Scope of Work: Wetland plantings and conservation seeding, and slope stabilization seeding.

Worcester Vocational School – Worcester, MA - Completion December 2006

Contract Amount: \$1,042,932.00

General Contractor: Consigli-O'Connor A Joint Venture

Wetland Scope of Work: Restoration / Wetland seeding

Green Hill Park Vietnam Veterans Memorial – Worcester, MA – Completion June 2002

Contract Amount: \$1,290,000

Owner: City of Worcester Parks Dept. – Michael O'Brien – 508-799-1190

Architect: Weston & Sampston Engineers, Inc. – Eugene Bolinger – 508-698-3034

Wetland Scope of Work: Restoration / Wetland seeding

SUBCONTRACTOR WORK PROJECTS COMPLETED -- PAST 5 YEARS

Plains Elementary School – South Hadley, MA – Completed August 2016

Contract Amount: \$282,000.00

General Contractor: Fontaine Brothers, Inc. – Mark Feeney 413-781-2020

Scope of Work: Planting, seeding, reinforced soils, irrigation, drip strip, stepping stones, wood fiber mulch

Greenway Dormitories – Amherst, MA – Completed July 2016

Contract Amount: \$506,150.00

General Contractor: Gagliarducci Construction, Inc.

Scope of Work: Removal and installation of granite pavers, pavers on bituminous, pavers on pedestals, herbicide control

UMASS South Campus Academic Facility – Amherst, MA – Completed June 2016

Contract Amount: \$385,350.00

General Contractor: Daniel O'Connell's Sons, Inc. – Kevin Burns 413-534-5667

Scope of Work: Planting, seeding, site amenities, decorative stone, top soil, transplanting

Quinsigamond Community College – Worcester, MA – Completed November 2015

Contract Amount: \$60,000.00

General Contractor: Daniel O'Connell's Sons, Inc.

Scope of Work: Planting, seeding, erosion control, top soil (shrub beds)

Worcester Clock Tower – Worcester, MA – Completion November 2015

Contract Amount: \$141,950.00

General Contractor: Marois Brothers, Inc. – Kirk Marois

Scope of Work: Loam, planting, seeding, trash receptacles, tables

Greenfield High School – Greenfield, MA – Completion November 2015

Contract Amount: \$370,000.00

General Contractor: Shawmut Design & Construction – Debby Carr 617-686-9551

Scope of Work: General planting, rain garden, boulders, seeding, temporary irrigation, fencing

Depot Square Train Station – Holyoke, MA – completion November 2015

Contract Amount: \$26,950.00

General Contractor: DA Sullivan & Sons – Jennifer Nieman 413-584-0310

Scope of Work: Planting, seeding

Kent Memorial Library – Suffield, CT – Completion October 2015

Contract Amount: \$64,445

General Contractor: Enterprise Builders, Inc. 860-466-5188

Scope of Work: Pavers, granite treads, soils, seeding, sod

Smith College Health Services Building – Northampton, MA – completion October 2015

Contract Amount: \$54,000.00

General Contractor: Gilbane Building Company – Peter Menke 617-304-6708

Scope of Work: All landscaping work

Williams College Chapin Hall Drive – Williamstown, MA – Completion September 2015

Contract Amount: \$92,650.00

General Contractor: J.H. Maxymillian, Inc. – Diane Simonelli

Scope of Work: Granite pavers

Elias Brookings School – Springfield, MA – Completion May 2015

Contract Amount: \$73,853.00

General Contractor: T&M Equipment Corp. – Taylor Wright 413-785-1941

Scope of Work: Planting, seeding, playstructure

Smith College Cutter/Ziskind – Northampton, MA – completion May 2015

Contract Amount: \$275,585.00

General Contractor: Consigli Construction -- Heather Ostiguy 508-458-0444

Scope of Work: Landscape plantings, lawns, pavers, benches

Baypath College Health Sciences Building – East Longmeadow, MA – completion January 2015

Contract Amount: \$193,130.00

General Contractor: Crocker Building Company – Maria LaFrance 413-737-7803

Scope of Work: Pavers, bituminous set bed, detectable warning paver, site amenities, additional paver banding

Amherst College Parking Lot – Amherst, MA – completion October 2014

Contract Amount: \$28,350.00

General Contractor: Daniel O'Connell's Sons – Johanna Hodge 413-540-1349

Scope of Work: Planting, maintenance

Fitchburg State University Aubuchon Hall – Fitchburg, MA – completion October 2014

Contract Amount: \$70,500.00

General Contractor: Consigli Construction – Barbara Moody 508-458-0579

Scope of Work: Hydroseeding, fine grade, and maintenance

Chinese Immersion Charter School – Hadley, MA – completion October 2014

Contract Amount: \$21,000.00

General Contractor: Fontaine Brothers, Inc. – Tom Wolfendon 413-781-2020

Scope of Work: Seeding, wetland mitigation, boulders

UMass Amherst New Classroom Building – completion May 2015

Contract Amount: \$1,168,000.00

General Contractor: Barr and Barr

Scope of Work: Landscape plantings, wetland plantings, pavers, fieldstone retaining walls, custom IPE wood benches, campus standard site amenities, irrigation

Longmeadow High School – Longmeadow, MA – Completion June 2014

Contract Amount: \$590,000

Construction Manager: Gilbane Building Co – Anthony Laccarino 617-478-3305

Scope of Work: Landscape planting & seeding, athletic field seeding, irrigation, athletic field amenities, athletic field event areas, fencing

UMASS New Laboratory Science Building – Amherst, MA – Completion November 2013

Contract Amount: \$1,818,600.00

Construction Manager: Whiting-Turner Contracting – Jeff Veilleux 203-789-8700

Scope of Work: Extensive landscape planting and sod, dry and wet stream beds, boulder placement, ashlar site walls, concrete and granite pavers, rooftop pavers, site irrigation

Putnam Vocational High School – Springfield, MA – Completion November 2013

Contract Amount: \$546,800

General Contractor: Consigli/Morganti – Sean Ditto 508-458-0368

Scope of Work: Landscape planting & seeding, irrigation, site amenities

Minnechaug Regional High School – Wilbraham, MA – Completion November 2013

Contract Amount: \$448,000

General Contractor: Fontaine Brothers Inc – Richard Raimondi 413-781-2020

Scope of Work: Landscape planting & seeding, athletic field seeding, irrigation, pavers, fieldstone walls

Southbridge Middle / High Schools – Southbridge, MA – Completion October 2013

Contract Amount: \$953,200

General Contractor: Consigli Construction Company – Dara Colleary 508-473-2580

Scope of Work: Landscape planting & seeding, athletic field seeding, irrigation, concrete pavers, free-standing fieldstone walls w/precast capstones, infield mix, athletic field improvements

Easthampton High School – Easthampton, MA – Completion October 2013

Contract Amount: \$194,000

General Contractor: Fontaine Brothers Inc – Frank Payeur 413-781-2020

Scope of Work: Landscape planting & seeding, pavers

Hanover High School – Hanover, MA – Completion June 2013

Contract Amount: \$1,024,100

Construction Manager: Callahan, Inc. – Stephen Carley 508-279-0032

Scope of Work: Athletic field improvements including stone dust surfacing, infield and warning track surfacing, and installation of sports amenities. Extensive landscaping including athletic field irrigation, landscape planting, general lawn seeding & sodding, slope stabilization, restoration/wetland seeding, and free-standing & retaining fieldstone walls.

Beverly High School – Beverly, MA – Completion November 2012

Contract Amount: \$497,000

Construction Manager: CTA Construction Company – Paul DuRoss 978-927-5900

Scope of Work: Fine grade and sod athletic field, spread infield mix, irrigation, landscape planting, hydroseeding and maintenance

Taunton Trial Court – Taunton, MA – Completion November 2011

Contract Amount: \$542,238

Construction Manager: Daniel O'Connell's Sons – Rich Fairbanks 508-824-2419

Scope of Work: Furnish and install planting soils, reinforced turf pavers, decomposed granite paving and granite cobbles, site amenities, fencing, landscape planting

KollMorgen Electro Optical – Northampton, MA – Completion October 2011

Contract Amount: \$247,951

Construction Manager: Western Builders – D'Lynn Healy 413-467-9171

Scope of Work: tree removal & pruning, granite paver walkways & patio, rockcurb edging, associated sitework, landscape planting and seeding, wetland restoration including swale regrading, conservation seeding, and plug plantings

Cambridge Center Plaza – Cambridge, MA – Completion July 2011

Contract Amount: \$575,192

General Contractor: Callahan, Inc. – Stephen Callahan, Jr. 508-279-0012

Architect:

Scope of Work: Site improvements to include granite planters and seatwalls, 9,500SF of 18" square concrete unit pavers on asphalt set bed, new irrigation, and landscape plantings and sodding including installation of all planting soils.

Quinnipiac University – Hamden, CT – Completion October 2010

Contract Amount: \$599,200

General Contractor: O&G Industries, Inc. – Mark Jeffro 860-489-9261

Architect: Richter & Cegan, Inc.

Scope of Work includes: Landscape planting and lawns

Fay School – Southborough, MA – Completion September 2010

Contract Amount: \$493,600

General Contractor: Erland Construction, Inc. – Steve Craft 781-272-9440

Scope of Work includes: parking lot subbase preparation; brick paver walkways, granite unit pavers, stone walls, and granite stair treads; installation of playground equipment, and landscaping & seeding at various locations

Springfield College Campus Union – Springfield, MA – Completion April 2010

Contract Amount: \$814,850

General Contractor: Erland Construction – Chris Alvino 781-272-9440

Architect: Symmes Maini & McKee Associates

Scope of Work includes: landscape planting and seeding at various; concrete unit pavers, granite unit pavers, granite wall veneer, specialty granite features, and site amenities

Lexington DPW – Lexington, MA – Completion January 2010

Contract Amount: \$223,308

Construction Manager: CTA Construction Company – Jeff Hazelwood 617-268-1410

Scope of Work: Furnish & Install green roof media and plug plantings, wetland & rain garden plantings, seeding & blueberry sodding

COMMERCIAL GROUNDS MAINTENANCE REFERENCES

ITT – West Springfield, MA

(Complete grounds maintenance and snow service since 1989)
11 Interstate Dr., West Springfield, MA 01089
413-263-6280 - Mr. Ray Bernashe

Fontaine Bros. Properties – Springfield, MA

(Complete grounds maintenance and snow service since 1976)
510 Cottage St., Springfield, MA 01104
413-781-2020 - Mr. David Fontaine

Loomis Communities – South Hadley, Holyoke, MA

(Complete grounds maintenance and snow service since 2007)
246 N, Main St., South Hadley, MA 01075
413-532-5325 - Mr. Pat Laskey

Alvord Place Community – South Hadley, MA

(Full snow service since 2001)
Hampshire Property Mgt., Northampton, MA 01061
413-582-9970 ext.102 - Mr. Russ Jopson

Winn Property Mgt. – Springfield, Chicopee, Amherst, MA

(Complete grounds maintenance 2007)
Allen Park Rd., Springfield, MA 01118
413-532-5325 - Mr. Steve Beaudry

Tinkham Property Mgt. – Agawam, Holyoke, Chicopee, MA

(Complete grounds maintenance and snow service since 1976)
Tinkham Property Mgt., Springfield, MA 01104
413-781-2046 - Mr. Paul Pannier

Pioneer Valley Realtors Association – Springfield, MA

(Complete grounds maintenance since 1990)
221 Industry Ave., Springfield, MA 01104
413-785-1328 - Mr. Ben Scranton

R.R. Leduc Corp. – Holyoke, MA

(Complete grounds maintenance and snow service since 1991)
100 Bobola Rd., Holyoke, MA 01040
413-536-4329 - Mr. Robert Leduc

Commonwealth Packaging Corp. - Chicopee, MA

(Complete grounds maintenance and snow service since 1989)
1146 Sheridan St., Chicopee, MA 01022
413-593-1482 - Mr. Joe Gosselin

Sweeney Bros. Transportation - Chicopee, MA

(Complete grounds maintenance since 1989)
2073 Westover Rd., Chicopee, MA 01022
413-593-5933 - Mr. Marty Sweeney

AGENDA ITEM

#8

Approval – Contract with Vermont Recreational Surfacing & Fencing, Inc. for Improvements to Choate Park: Tennis Courts - \$302,419

Associated back up materials attached:

- *Contract with Vermont Recreational Surfacing & Fencing, Inc. for Improvements to Choate Park: Tennis Courts - \$302,419*
- *Bid Submission Document*

NOTE: If interested in reviewing the IFB, a link can be sent via e-mail.

Proposed motion:

I move that the Board authorize the chair to execute the contract with Vermont Recreational Surfacing & Fencing, Inc. for Improvements to Choate Park Tennis Courts in the amount of \$302,419.

AGREEMENT BETWEEN TOWN AND CONTRACTOR

THIS AGREEMENT for IMPROVEMENTS TO CHOATE PARK, (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 Vermont Recreational Surfacing & Fencing, Inc., a corporation duly organized under the laws of the State of Vermont, with a usual place of business at PO Box 147 Barnet, Vermont 05821, (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) Invitation for bids
- 3) **CONTRACTOR'S bid or proposal**
- 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, "Improvements to Choate Park", 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 upon receipt of a Notice to Proceed from the Town, which will be issued as soon as weather permits in the Spring of 2018 in the judgment of the Landscape Architect, and shall be entirely completed within 150 calendar days after Notice to Proceed (as noted in 00 20 00 Article 13).
- (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) If the CONTRACTOR fails to complete the work 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 awarding authority shall recover as liquidated damages \$500.00 (five hundred dollars) per day for each day beyond the Contract completion date that the work is not completed.

ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum of \$302,419 (three hundred two thousand four hundred nineteen dollars) as:

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.

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.

- (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:
Michael Boynton
Town Administrator
Town of Medway

155 Village Street
Medway, MA 02053

Contractor:
Stephen Shattuck, President
Vermont Recreational Surfacing & Fencing, Inc.
PO Box 147
Barnet, VT 05821

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 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. Cancellation of required insurance shall be grounds for termination of this contract. The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.
- (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 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 (Delete if not required by the Invitation for Bids or Request for Proposals)

- (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 14: 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 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. 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, §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 revision 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.

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

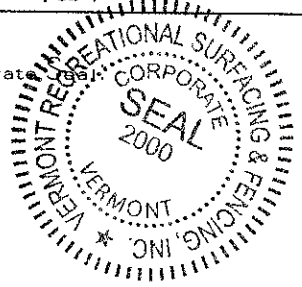
*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: VERMONT RECREATIONAL TOWN OF MEDWAY
By its Board of Selectmen

By: [Signature] _____

Title: President _____

Corporate _____



DATE SIGNED: _____

[Signature]
Town Accountant

Approved As To Form

Town Counsel

Dated: 12/7/17

Dated: _____

Funding Source:
Account: 30186502 5383

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

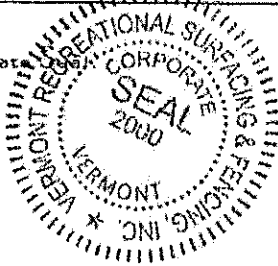
*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: VERMONT RECREATIONAL TOWN OF MEDWAY
By its Board of Selectmen

By: [Signature] _____

Title: President _____

Corporat: _____



DATE SIGNED: _____

Town Accountant

Approved As To Form
[Signature]
Town Counsel

Dated: _____

Dated: 12-7-17

Funding Source:
Account: _____

CONTRACT REFERENCES TO MASSACHUSETTS GENERAL LAWS (ART. 19)

Massachusetts General Laws Chapter 30

Ch. 30, Section 39F: Construction contracts; assignment and subrogation; subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after

the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when

due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds

due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

Ch. 30, Section 39G: Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the

contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such

payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

Ch. 30, Section 39I: Deviations from plans and specifications

Section 39I. Every contractor having a contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the commonwealth, or of any political subdivision thereof, shall perform all the work required by such contract in conformity with the plans and specifications contained therein. No wilful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the engineer or architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the contracting agency and the contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the contracting authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section wilfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

Ch. 30, Section 39M: Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) 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 the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

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

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said

specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) 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.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

Ch. 30, Section 39N: Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Section 39N. Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price

of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Ch. 30, Section 39O: Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Section 39O. Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

Ch. 30, Section 39P: Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Section 39P. Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Ch. 30, Section 39R: Keeping and maintaining of books, records and accounts; statement of management on internal accounting control; financial statements; enforcement

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

- (1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.
- (2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.
- (3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- (4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- (5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.
- (6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing

of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

Massachusetts General Laws Chapter 149

Ch. 149, Section 25: Lodging, board and trade of public employees; statute part of employment contract

Section 25. Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment.

Ch. 149, Section 26: Public works; preference to veterans and citizens; wages

Section 26. In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

Ch. 149, Section 34: Public contracts; stipulation as to hours and days of work; void contracts

Section 34. Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Ch. 149, Section 34A: Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Section 34A. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the

successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

Ch. 149, Section 34B: Contracts for public works; wages for reserve police officer

Section 34B. Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2017

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

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

PRODUCER NFP Property & Casualty Services, Inc. PO Box 4509 723 Concord Avenue Saint Johnsbury, VT 05819	CONTACT NAME: PHONE (A/C, No, Ext): (802) 748-1200		FAX (A/C, No): (802) 748-1208
	E-MAIL ADDRESS:		
INSURED Vermont Recreational Surfacing & Fencing, Inc PO Box 147 Barnet, VT 05821-9738	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Acadia Insurance Company		31325
	INSURER B : Union Insurance Company		25844
	INSURER C :		
	INSURER D :		
	INSURER E :		

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 INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA5238715-11	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5238716-11	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUA5238717-11	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WCA5238718-11	04/01/2017	04/01/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: CT, MA, ME, NH, NY, VT

Town of Medway is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Town of Medway 155 Village St. 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 
---	---

SECTION 00 45 17

**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

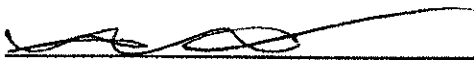
Signature Date

Name (please print or type) Social Security Number

Corporate

Vermont Recreational Surfacing & Fencing, Inc.

Corporate Name (please print or type)



Signature of Corporate Officer Date

Stephen Shattuck President

Name of Corporate Officer (please print or type) Title

52-2211488

Taxpayer Identification Number

1. 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.

SECTION 00 45 19



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.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Signature of individual submitting bid or proposal

Vermont Recreational Surfacing & Fencing, Inc.

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Angela Ackermann

certify that I am Corporate Secretary of the

Corporation named as Bidder in the within Bid Form that

Stephen Shattuck who signed

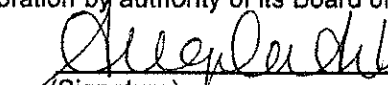
said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

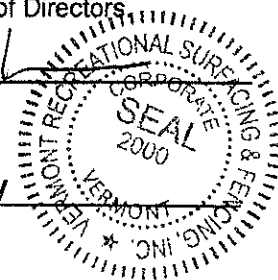
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and

executed for and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)


(Signature)

Corporate Secretary
(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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Vermont Recreational held on January 1st, 2017
(Name of Corporation) (Date)

it was voted that:

Stephen Shattuck President
(Name) (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 President under seal of the company, (Officer)

Shall be valid and binding upon this company.



A true copy,

ATTEST:

TITLE:

PLACE OF BUSINESS:

[Signature]

Corporate Secretary

PO Box 147

Barnet, VT 05821

DATE OF THIS CONTRACT:

October 25th, 2017

I hereby certify that I am the clerk of the Vermont Recreational Surfacing & Fencing, Inc.
(Name of Corporation)

And that Stephen Shattuck 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.

[Signature]
(CLERK)
CORPORATE SEAL:



THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

Vermont Recreational Surfacing & Fencing, inc
PO Box 147
Barnet, VT 05821

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Town of Medway
155 Village St.
Medway, MA 02053

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 12/04/17

Amount: \$302,419

Description (Name and location):

Middle School Tennis Court Reconstruction

BOND

Date (Not earlier than Construction Contract Date): 12/04/17

Amount: \$302,419

Modifications to this Bond:

None

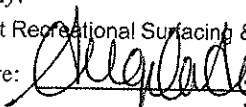
See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Vermont Recreational Surfacing & Fencing, Inc

Signature:



Name and Title:

Angela Ackermann, Corporate Secretary


(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

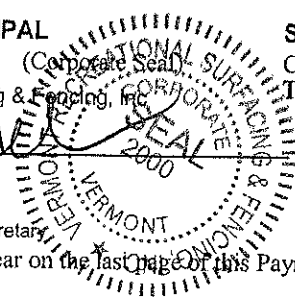
THE CINCINNATI INSURANCE COMPANY

Signature:



Name and Title:

Paula A. Bernier, Attorney-in-Fact



(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

NFP Property & Casualty Services, Inc.
P.O. Box 4509
St Johnsbury, VT

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under his Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- 5.1 Claimants, who do not have a direct contract with the Contractor,
- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 2 have sent a Claim to the Surety (at the address described in Section 13).
- 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Vermont Recreational Surfacing & Fencing, Inc

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Vermont Recreational Surfacing & Fencing, inc
PO Box 147
Barnet, VT 05821

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Town of Medway
155 Village St.
Medway, MA 02053

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 12/04/17

Amount: \$302,419

Description (Name and location):

Middle School Tennis Court Reconstruction

BOND

Date (Not earlier than Construction Contract Date): 12/04/17

Amount: \$302,419

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Vermont Recreational Surfacing & Fencing, inc

Signature: *Angela Ackermann*

Name and Title:

Angela Ackermann, Corporate Secretary

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: *Paula A. Bernier*

Name and Title:

Paula A. Bernier

(FOR INFORMATION ONLY - Name, address and telephone)

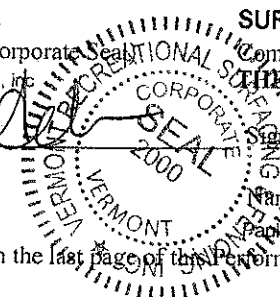
AGENT or BROKER:

NFP Property & Casualty Services, Inc.

P.O. Box 4509

St Johnsbury, VT

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Vermont Recreational Surfacing & Fencing, inc

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Daniel Lussier; Scott Rainville; Ted Lambert, Jr.; Tammy Gagnon; Jay Caruso; Sylvain Gagnon; Charles Rose; Phillip Ryder; Patrick Cahoon; Daniel Rodliff; Sara Merrill; Jennifer Crown; Sherry Norman; Donna Smith; Jocelyn Beaudin; Paula Bernier; Melissa L. Turner; Randy J. Forant and/or Karen Jones

of St. Johnsbury, Morrisville and Rutland, Vermont

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1988, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. 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."

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 the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



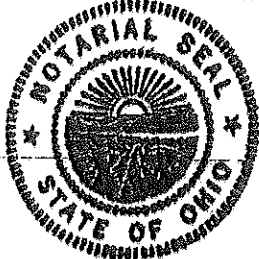
THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) SS:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 4th day of December, 2017



Signature of Secretary

Secretary

BID SUBMISSION PACKET

1. Please ensure all proposal forms are complete. The following items are required as part of your submission:

- Section 00 41 01 – Bid Cover Sheet and Reference List
- Section 00 41 13 – Form for Bid
- Section 00 43 13 – Bid Bond Form
- Section 00 43 22 – Unit Price Form
- Section 00 45 17 – Certification of Massachusetts Tax Compliance
- Section 00 45 19 – Certificate of Non-Collusion
- Section 00 45 43 – Certificate as to Corporate Bidder and Certificate of Authority
- Section 00 45 50 – Public Contractor Non-Debarment and OSHA Compliance Certifications
- 5% Bid Deposit

2. Bids shall be submitted on the Bid Forms furnished herein. The Bid shall be completely filled in, signed, enclosed in an envelope, sealed, and plainly marked with the Bidder's name, address, and telephone number and the name of the Project. Bids will be valid only when accompanied by a bid deposit in accordance with the requirements of Section 00 20 00, Article 5. The Bid shall be filed with the **Town of Medway** Town Administrator Office, 155 Village Street, Medway, MA. The Bid shall be filed before the stipulated time on the date stipulated in the Advertisement. Bids received after precisely the stipulated time will not be accepted and will be returned unopened.

3. Bids shall be for the complete work as specified. The Bidder shall be selected on the basis of such Bids.

4. Every Bid shall be accompanied by a bid deposit in the form and amount specified in Section 00 20 00, Article 5.

5. A performance bond and also a labor and materials payment bond, each of a surety company licensed by the Division of Insurance to do surety business in the Commonwealth of Massachusetts and included on the U.S. Treasury list of approved sureties (see Circular 570), and satisfactory to the Town, each in the sum of 100% of the Contract Price, will be required of the successful Bidder.

6. Subject to the provisions in paragraph 14.5.1, and the requirements of the Bidding Documents, if the Town elects to award the contract, the Town will award it to the lowest responsible and eligible Bidder who submits a Bid, without conditions or exceptions, which conforms in all material respects with the requirements of the Bidding Documents, as determined solely by the Town's and the Designer's evaluation of the Bid Form, Bid Form Attachments and Bidder-provided documents.

7. Determination of the lowest Bidder shall be on the basis of the sum of the Base Bid and any Alternates accepted by the Town.

8. Upon evaluation of the Bids of those Bidders remaining for consideration for the award, if the Town disqualifies any Bidder for the award, the Town will give written notice of the disqualification to that Bidder.

9. Except in circumstances leading to a determination obviously in error or inconsistent with the Bidding Documents, discrepancies or non-conformance on the Bid Form shall be resolved as follows: (a) between words and figures, the written words are binding on the Bidder; (b) between any sum, indicated by the Bidder, and the correct sum, the correct sum is binding on the Bidder; (c) between the product, indicated by the Bidder, of any quantity and bid unit price and the correct multiplication of the unit price times the quantity of Unit Price Work, the unit price bid is binding on the Bidder; and (d) if a Bidder fails or neglects to enter a Bid price in both words and figures, the Bid price entered, whether in words or figures, will be binding on the Bidder.

**TOWN OF MEDWAY
BID SHEET**

Project: **IMPROVEMENTS TO MEDWAY MIDDLE SCHOOL TENNIS COURTS**
Bids Due: **October 27, 2017, 10:00 AM**

The Town reserves the right to reject any and all bids. In addition, the Town reserves the right to reject the bid of the successful bidder if they cannot at any time meet the Town's schedule or requirements and to award the bid to the next lowest bidder.

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

This bid includes the work under the original specification, as well as, all addenda issued up to and including 1, 2. (contractor to write in Addenda number)

COMPANY Vermont Recreational Surfacing & Fencing, Inc.

ADDRESS PO Box 147, Barnet, VT 05821

TELEPHONE NUMBER 800-639-8071

EMAIL vtreneh@gmail.com

SIGNED BY 

PRINTED NAME AND TITLE Stephen Shattuck, President

DATE October 25th, 2017

REFERENCE LIST

Please list three similar projects that have been completed.

Owner: Town of Rockport, MA
Address: 34 Broadway
City,State,Zip: Rockport, MA 01966
Contact: Joseph Parisi
Phone: 978-546-3525
Contract Amount: \$98,622.00

Owner: City of Lowell, MA
Address: 1375 Gorham Street
City,State,Zip: Lowell, MA 01852
Contact: Tom Bellegarde
Phone: 978-479-3856
Contract Amount: \$357,000.00

Owner: Town of Suffield, CT
Address: 83 Mountain Road
City,State,Zip: Suffield, CT 06078
Contact: Jack Muska
Phone: 860-668-3851
Contract Amount: \$520,000.00

SECTION 00 41 13: FORM FOR BID

**PROJECT TITLE: IMPROVEMENTS TO MIDDLE SCHOOL TENNIS COURTS,
MEDWAY, MA, October, 2017**

CONTRACTOR: Vermont Recreational Surfacing & Fencing, Inc.

CONTRACTOR PHONE NUMBER & EMAIL: 800-639-8071, vtrecnh@gmail.com

TO THE AWARDING AUTHORITY, acting in the name and on behalf of the Town of Medway:

- A. The undersigned proposes to furnish all labor and materials required for the Project specified above, located in Medway, Massachusetts, in accordance with the accompanying Contract Documents, plans and specifications prepared by the Town of Medway and their consultant:

N/A

for the Contract Price specified below, subject to additions and deductions, according to the terms of the Contract Documents.

- B. The bidder acknowledges the following addendum / addenda: 1, 2
- C. The proposed Base Bid Contract Price (Grand Total written in words) is: Three hundred and two thousand, four hundred and nineteen dollars ~~DOLLARS~~ (\$ 302,419.00)

- D. The following are ALTERNATES which, if adopted by the Town, shall either increase or decrease the Contractor's base bid contract price and lump sum bid. The Town reserves the right to determine the lowest eligible bidder on the basis of the base bid or the adoption of the ALTERNATES, selected in order, and in combination with the base bid. (For example: Base Bid, Base Bid + Alternate 1) **See Specifications Section 01 23 00, Alternates, for instructions.**

<u>FOR ALTERNATE NO.</u>	<u>ADD</u>
1 - Perform all work and removals necessary to furnish and install additional sealcoated bituminous concrete athletic court paving and subbase, fencing, gates, and lawn repair, and to install athletic court equipment furnished by Owner, to create Quickstart Tennis / Practice Court areas as shown on the Drawings.	\$ <u>47,897.00</u> <u>Written:</u> <u>Forty Seven thousand, eight hundred and ninety seven dollars</u>

- E. The undersigned agrees that if s/he is selected as the Contractor, s/he will within ten (10) days, Saturday, Sunday and legal holidays excluded, after presentation thereof by the **Awarding Authority**, execute a Contract in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company licensed to do business under the laws of the Commonwealth; appearing on the U.S. Treasury List of Approved Sureties; satisfactory to the **Awarding Authority**; and each in the sum of one hundred percent (100%) of the Contract Price, the premiums for which are to be paid by the Contractor and are included in the Contract Price.
- F. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the Work; 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 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 s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. 30, §39M.

- G. Names and addresses of all persons interested in this bid, as principals other than the undersigned, are as follows:

Stephen Shattuck, President, Vice President & Treasurer

Angela Ackermann, Corporate Secretary

- H. The Bidder is (a/an) Corporation
(Indicate: Individual, Partnership, Corporation, Joint Venture, or Trust)

1. If the Bidder is a Partnership, state names and residential addresses of all partners:

2. If Bidder is a Corporation, complete the following:

Corporation is incorporated in the State of Vermont

President: Stephen Shattuck

Treasurer: Stephen Shattuck

Place of Business: PO Box 147, Barnet, VT 05821

(Street, City, and State)

- (a) If the Bidder is a Foreign Corporation, also complete the following:

The Power of Attorney required by M.G.L. Laws, Chapter 181, Section 4, was filed on:

January 1st, 2000

The Certificate and copy of its Charter, Articles of Incorporation required by M.G.L. Chapter 181, Section 4, were filed on:

January 1st, 2000

3. If the Bidder is a Joint Venture, state the names and business addresses of each person, firm, or company that is party to the joint venture:

A copy of the Joint Venture Agreement will be delivered to the Award Authority on request, and is on file at:

4. If the Bidder is a Trust, state the names and residential addresses of all Trustees:

The Trust Documents will be delivered to the Award Authority on request, and are on file at:

5. List here, or attach a separate sheet listing all ongoing projects, and projects completed within the past three years on which you served as General Contractor, and the name of the Designer or Owner's Representative:

Project	Designer/Owners Rep.	Tel. No.	Contract Amount
City of Concord, NH	Christopher Jacques	802-230-3933	\$ 248,000.00
Suffield High School	Jack Muska	860-668-3851	\$ 520,000.00
City of Quincy	Paul Franz	617-592-6622	\$ 225,000.00

6. Bank References: Union Bank PO Box 219, St. Johnsbury, VT 05819 - Holly Gray, 802-748-3131
- _____

7. If the business is conducted under any title other than the real name of the owner, state the time when and place where the Certificate required by M.G.L. Chapter 110, Section 5, was filed:
- _____

8. The Federal Social Security Identification Number of the Bidder (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

- I. The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all requirements of the plans and specifications:

1. Have been in business under present business name 26 years.

2. Ever failed to complete any work awarded? NO Explain:

3. Has your organization been restructured or operated under a different name in the past three (3) years? NO

a. What was the name of the company?

b. What was the reason for the restructuring or name change?

c. If your company was restructured due to financial hardships or challenges, please explain the circumstances:

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. 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 M.G.L. Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Date: October 25th, 2017

Name of Bidder: Vermont Recreational Surfacing & Fencing, Inc.

Signature:  Stephen Shattuck, President
(Name of Individual Signing Bid and Title)

Business Address: PO Box 147, Barnet, VT 05821

Business Phone: 800-639-8071 Home Phone: 603-638-2738 or 603-616-6727

Do you have any answering service: Yes _____ No X

END OF SECTION 00 41 13
FORM FOR BID

FORM 00 43 22
BID FORM FOR UNIT PRICES

See Specifications Section 01 22 00, Unit Prices, for instructions.

PLEASE PRINT CLEARLY

The Unit Prices set forth herein shall, at the option of the Town, be used to determine any equitable adjustment of the Contract Price in connection with the changes or extra work performed under this Contract as directed by the Town.

It is mutually understood and agreed that such Unit Prices include all items of costs, equipment, taxes and insurance of every kind, overhead, and profit for the Contractor and they shall be used uniformly, without modification for addition and deductions. Prices listed under ADDITIONS and DEDUCTIONS are to be the complete total price billed to and paid by the Town therefor. There can be no more than fifteen (15) percent difference in price between the additions and deductions. Proposed Unit Prices must be approved by the Awarding Authority to be incorporated into the Contract.

UNIT PRICES FORM – BIDDER: Vermont Recreational Surfacing & Fencing, Inc.

(Note that items marked with * are not included in the base scope of work or the proposed alternates, and are included in the unit price list in case of field changes.)

ITEM DESCRIPTION (All references to items shall correspond to work as described in the relevant portions of the Construction Documents.)		UNIT	ADDITIONS	DEDUCTIONS	Approval
1	Saw Cut bituminous concrete pavement	L.F.	\$ 3.00	\$ 3.00	
2	Removal and disposal of bituminous concrete pavement, full depth (assume 3½")	S.F.	\$ 1.00	\$ 1.00	
3*	*Removal and disposal of granite curb (18"x6") (if needed – none in base scope)	L.F.	\$ 10.00	N/A	
4*	*Testing of existing gravel subbase for structural capacity (if needed – none in base scope)	EA	\$ 600.00	N/A	
5*	*Removal and disposal of structurally-unsuitable existing tennis court subbase (if needed – none in base scope)	C.Y.	\$ 17.50	N/A	
6	Ordinary gravel borrow/clean fill, complete in place	C.Y.	\$ 38.00	\$ 38.00	
7	Dense Graded Gravel, complete in place	C.Y.	\$ 48.00	\$ 48.00	
8	¾" Crushed Stone/Drainage Stone, complete in place	C.Y.	\$ 51.00	\$ 51.00	
9	Clean screened loam, complete in place	C.Y.	\$ 50.00	\$ 50.00	
10	Compost Sock Erosion Control without Silt Fencing	L.F.	\$ 3.00	\$ 3.00	
11	Silt Fencing (Trenched) for Erosion Control	L.F.	\$ 3.00	\$ 3.00	
12	Vehicular Bituminous concrete paving, complete in place including base and subbase preparation	S.F.	\$ 2.70	\$ 2.70	
13	Athletic Court Bituminous Concrete Paving, complete in place on regraded existing subbase	S.F.	\$ 2.50	\$ 2.50	
14	Cost for addition of color sealcoating on Athletic Court	S.Y.	\$ 6.00	\$ 6.00	
15	Cast-In-Place Concrete footing, 4000 PSI, without reinforcements, complete in place	C.F.	\$ 28.00	\$ 28.00	
16	Black Vinyl Coated Chain Link Fencing, 120" high, complete in place	L.F.	\$ 86.00	\$ 86.00	
17	Bench (Backed or Backless) Installation (Furn. by Owner)	Ea.	\$ 1,500.00	\$ 1,500.00	

October 18, 2017
100% Construction Documents, Revision 1

Middle School Tennis Courts
Medway, MA

18*	*New 6" perforated PVC Subdrain, complete in place including all excavation and all backfill materials (6" drainage stone all sides and filter fabric "sock") (if needed - none in base scope)	L.F.	\$ 59.00	N/A	
19*	Schedule 80 PVC Sleeve under Paving for Pipe/Conduit, complete in place (if needed - none in base scope)	L.F.	\$ 11.00	N/A	
20	Lawn, Hydroseeded	S.Y.	\$ 1.00	\$ 1.00	
21	Two-person pruning team and all necessary equipment, per half-day of pruning as described (bids to assume one full day)	½ day	\$ 2,500.00	\$ 2,500.00	

0

END OF FORM

SECTION 00 45 17

**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.

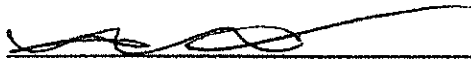
Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

Vermont Recreational Surfacing & Fencing, Inc.
Corporate Name (please print or type)


Signature of Corporate Officer Date
October 25th, 2017

Stephen Shaftuck President
Name of Corporate Officer (please print or type) Title

52-2211488
Taxpayer Identification Number

1. 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.

SECTION 00 45 19



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.

A handwritten signature in black ink, appearing to be a cursive name, written over a horizontal line.

Signature of individual submitting bid or proposal

Vermont Recreational Surfacing & Fencing, Inc.

Name of Business (please type or print)

SECTION 00 45 43.01

CERTIFICATE AS TO CORPORATE BIDDER

I Angela Ackermann

certify that I am Corporate Secretary of the

Corporation named as Bidder in the within Bid Form that

Stephen Shattuck who signed

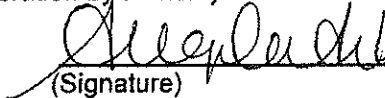
said Bid Form on behalf of the Bidder was then

President of said Corporation; that I know his signature and

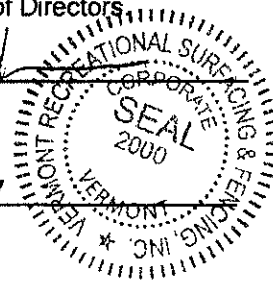
that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and

executed for and on behalf of said Corporation by authority of its Board of Directors

(Corporate Seal)


(Signature)

Corporate Secretary
(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.

SECTION 00 45 43.02

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Vermont Recreational held on January 1st, 2017
(Name of Corporation) (Date)

it was voted that:

Stephen Shattuck 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

President under seal of the company,
(Officer)

Shall be valid and binding upon this company.



A true copy,

ATTEST:

TITLE:

[Signature]

Corporate Secretary

PLACE OF BUSINESS:

PO Box 147

Barnet, VT 05821

DATE OF THIS CONTRACT:

October 25th, 2017

I hereby certify that I am the clerk of the Vermont Recreational Surfacing & Fencing, Inc.
(Name of Corporation)

And that Stephen Shattuck 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.

[Signature]
(CLERK)
CORPORATE SEAL:



SECTION 00 45 50

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

10/25/2017

Date

Stephen Shattuck, President

Print Name & Title of Signatory

Vermont Recreational Surfacing & Fencing, Inc.

Name of Contractor

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SECTION 00 43 13: BID BOND FORM

TOWN OF MEDWAY, OFFICE OF THE TOWN ADMINISTRATOR

KNOW ALL PERSONS BY THESE PRESENTS

That Vermont Recreational Surfacing & Fencing, Inc
of Barnet, Vermont
as **PRINCIPAL**, and Cincinnati Insurance Company

a C Corporation, as **SURETY**, are held firmly bound unto the Town of Medway, acting by and through its Office of the Town Administrator, as **OBLIGEE** in the sum of

5% of the bid Dollars (\$ 5% of bid), for the payment of which sum, well and truly to be made, the **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has submitted a bid for Town of Medway Middle School Tennis Court Reconstruction

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the bid of the aforesaid **PRINCIPAL** shall be awarded the Contract for the above-cited project, the **PRINCIPAL** will 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, then this **OBLIGATION** shall be null and void. **OTHERWISE**, the **PRINCIPAL** and **SURETY** will pay unto the **OBLIGEE** the difference in money between the amount of the bid of the said **PRINCIPAL** and the amount for which the **OBLIGEE** legally contracts with another party to perform the work covered by said bid, if the latter amount be in excess of the former, but in no event shall liability exceed the penal sum hereof.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this instrument at Medway, MA this

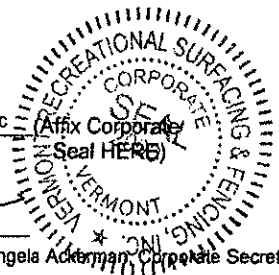
16th day of October, 2017.

Vermont Recreational Surfacing & Fencing, Inc

(Name of **PRINCIPAL**)

Angela Ackerman

(Signature/Title of **PRINCIPAL**) Angela Ackerman, Corporate Secretary



Cincinnati Insurance Company

(Name of **SURETY**)

(Affix Corporate Seal HERE)

Paula A. Bernier

(Attorney-in-Fact) Paula A. Bernier

[Attach Power of Attorney to this page]

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Daniel Lussier; Scott Rainville; Ted Lambert, Jr.; Tammy Gagnon; Jay Caruso; Sylvain Gagnon; Charles Rose; Phillip Ryder; Patrick Cahoon; Daniel Rodliff; Sara Merrill; Jennifer Crown; Sherry Norman; Donna Smith; Joscelyn Beaudin; Paula Bernier; Melissa L. Turner; Randy J. Forant and/or Karen Jones

of St. Johnsbury, Morrisville and Rutland, Vermont its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. 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."

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 the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Stephan A. Justice
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 16th day of October, 2017



Secretary

AGENDA ITEM

#9

Approval – Extension of Alcohol License Hours, December 31, 2017 – Off-Premises Licenses Only

Associated back up materials attached:

- *Alcoholic Beverage Control Commission Calendar Year 2017 Legal Holidays and Dates of Observance*
- *Massachusetts General Law 138 Section 15: Opening times the day before a legal holiday.*

Proposed motion:

I move that the Board approve the extension of Alcohol License hours for December 31, 2017 for Off-Premises Licenses only in accordance with Massachusetts General Law 138, Section 15.



Commonwealth of Massachusetts
 Department of the State Treasurer
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 Telephone: (617) 727-3040
 Fax: (617) 727-1510

Deborah B. Goldberg
 Treasurer and Receiver General

Kim S. Gainsboro, Esq.
 Chairman

CALENDAR YEAR 2017 LEGAL HOLIDAYS AND DATES OF OBSERVANCE

1. ALL LICENSEES MAY sell or deliver alcoholic beverages on the following holidays:

New Year's Day	Sunday, January 1
Martin Luther King, Jr. Day	Monday, January 16
Presidents' Day	Monday, February 20
Evacuation Day	Friday, March 17
Patriots' Day	Monday, April 17
Bunker Hill Day	Saturday, June 17
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Veterans' Day	Saturday, November 11

2. OFF-PREMISES LICENSEES (M.G.L. c. 138, §15) MAY remain open until 11:30 p.m. the day BEFORE all holidays.

3. OFF-PREMISES LICENSEE (M.G.L. c. 138, §15) MAY NOT sell or deliver alcoholic beverages on the following holidays:

Thanksgiving Day	Thursday, November 23
Christmas Day	Monday, December 25

4. OFF-PREMISES LICENSEES (M.G.L. c. 138, §15) MAY NOT sell alcoholic beverages until 12:00 noon on the following holiday:

Memorial Day	Monday, May 29
---------------------	-----------------------

5. ON-PREMISES LICENSEES (M.G.L. c. 138, §12) MAY NOT sell alcoholic beverages until 12:00 noon* on the following holidays:

Memorial Day	Monday, May 29
Christmas Day	Monday, December 25

6. MANUFACTURERS* and WHOLESALERS MAY NOT sell or deliver alcoholic beverages on the following holidays:

Thanksgiving Day	Thursday, November 23
Christmas Day	Monday, December 25

*Except to §14 licensees (Wholesalers only)

7. MANUFACTURERS* and WHOLESALERS MAY NOT sell or deliver alcoholic beverages until 12:00 noon on the following holiday:

Memorial Day	Monday, May 29
---------------------	-----------------------

(Issued date October 18, 2016)

Massachusetts General Law 138 Section 15

Opening times the day before a legal holiday.

Any holder of a license under this section shall be permitted to make sales in accordance with the terms of his license at any time between eight o'clock ante meridian and eleven o'clock post meridian, or between eight o'clock ante meridian and half past eleven o'clock post meridian on any day immediately preceding a legal holiday, except when prohibited by section thirty-three.

AGENDA ITEM

#10

Approval of One-Day Liquor License Applications

- Jeff Ingalls – Thayer Homestead – 2/3/2018
- Team Rice Remax/Carl Rice – Thayer Homestead – 2/10/2018

Associated back up materials attached.

- *Police Chief's recommendations for Jeff Ingalls and Team Rice Remax/Carl Rice*

NOTE: One-day liquor license applications are on file in the Town Administrator's Office.

Proposed motion:

I move that the Board approve the one-day liquor licenses for Jeff Ingalls and Team Rice Remax/Carl Rice for the events to be held at the Thayer Homestead on February 3rd and 10th, 2018 respectively, subject to the Police Chief's recommendations and proof of appropriate insurance coverage.



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

December 4, 2017

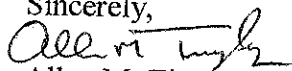
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Baby Shower

I have reviewed the request from Jeff Ingalls for a one day wine and malt license for a baby shower, to be held at the Thayer House, February 3, 2018. 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. A responsible adult with some knowledge of Mass Liquor Laws will be checking ID's of individuals who are served alcohol at the baby shower. There will be no on-street parking on Mechanic Street and Oak Street.

Sincerely,


Allen M. Tingley
Chief of Police



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

December 4, 2017

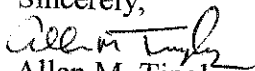
To: Michael Boynton
Town Administrator

From: Allen M. Tingley
Chief of Police

Re: One day liquor license- Thayer Property- Team Rice Remax Fundraiser

I have reviewed the request from Carl Rice for a one day wine and malt license for a fundraiser, to be held at the Thayer House, February 10, 2018. I approve of the issuance of this one wine and malt license with the stipulation that the beer and wine 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 event.

Sincerely,


Allen M. Tingley
Chief of Police

AGENDA ITEM

#11

Action Items from Previous Meeting

Associated back up materials attached.

- *Action Item list dated 12/4/17*

	DATE	ACTION ITEMS BOS	WHO	DUE - COMPLETED
1	7/6/2010	Street acceptance progress	S. Affleck-Childs	Ongoing
2	9/20/2010	Route 109 Project	DPS	Ongoing
3	2/3/2014	Cable license renewal (Comcast)	TA/CAC	Sept 2018
4	7/28/2014	DPS Facility Building Project	DPS/TA/Committee	Ongoing
5	IWRMP Task Force Mtg	Unaccounted for water loss status report	DPS	Oct 2017 BOS Mtg
6	7/17/2017	Centralized v Individual Well Water Treatment Options	DPS	Oct 2017 BOS Mtg

AGENDA ITEM

#12

Town Administrator's Report

No associated back up materials.

AGENDA ITEM

#13

Selectmen's Report

No associated back up materials.