



TOWN OF MEDFIELD

# MEETING NOTICE

POSTED:

TOWN CLERK

TOWN OF MEDFIELD, MASS

2020 JAN 16 P 4:03

OFFICE OF THE  
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town Hall Warrant Room, 1 <sup>st</sup> floor	Tuesday January 21, 2020 @ 6:00 PM
Town Hall Chenery Meeting Room, 2 <sup>nd</sup> floor	Tuesday January 21, 2020 @ 7:00 PM

## AGENDA (SUBJECT TO CHANGE)

### 6:00 PM Call Meeting to Order

Vote to go into Executive Session for the following:

Exemption 3: To discuss strategy with respect to pending or threatened litigation: Medfield Police Officer 3<sup>rd</sup> Party Injury Claim and Chapel Hill Estates

Exemption 2: To Conduct strategy session in preparation for negotiations with non-union personnel

Resume in Open Session

### Announcement

Disclosure of Video Recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

### Citizen Comment

### Appointments

Council on Aging; discuss the need to build a garage at the CENTER

Michael Taylor; discussion regarding proposal for the Clark Tavern

Friends of the Medfield Rail Trail, attending Christian Donner

Request permission to apply for a MASS Trails Grant on behalf of the Town

Request Selectmen to vote to sign a letter of support for the grant

### Action Items

Amy Colleran, Facilities Director, requests the Board of Selectmen to vote to sign contracts with Commonwealth Electrical for lighting replacement at the Town Hall, Pfaff Center, DPW and Library

Maurice Goulet, DPW Director, requests the Board of Selectmen to review and approve new street sign design

Council on Aging recommends the Board of Selectmen to vote to appoint Heidi Groff to their Board

Selectmen are requested to vote to sign the MSBA contract for architectural services with Arrow Street Architects for the Dale Street Elementary School Project

Dale Street Building Committee requests the Board of Selectmen to vote to appoint Dr. Jeffrey Marsden and Ms. Anna Mae O'Shea Brooke to the Dale Street Building Committee as voting members

Selectmen are requested to vote to authorize Chairman Murby to sign the *Initial Boundary Validation Program* Form relating to the 2020 Census

**FY2021 Budget**

Annual/Capital Budget discussion  
Annual Town Meeting Warrant Articles

**Pending**

MSH Development Committee

**Town Administrator Update**

Recommend Dolores Connors and Marion Bonoldi as Assistant Town Clerks  
Personnel update

**Licenses and Permits (consent agenda)**

Medfield High School Theatre Society requests permission to post signs February 28 to March 15 advertising their production of *Into the Woods*

Resident Kristin Williams requests permission to hold the 5<sup>th</sup> Annual Hunter's Run to take place on Sunday April 5, 2020 beginning and ending at the Kingsbury Club, Ice House Road

Event Planner Mark Walter requests permission to hold a fundraising bicycle ride through a part of Medfield on Saturday September 26, 2020 to benefit the Michael Carter Lisnow Respite Center located in Hopkinton

Council on Aging requests one-day wine and malt beverage permits for the following events:

Saint Patrick's Dinner	Wednesday March 18	4-7PM
April Supper Club	Wednesday April 22	4-7PM
CHICO's Fashion Show	April 1 or 15, TBD	4-6:30PM
May Supper Club	Wednesday May 20	4-7PM

**Approval of Minutes**

June 4; May 14; November 18

**Next Meeting Dates**

January 27 Warrant Committee; February 4 Board of Selectmen; February 12 ZBA, Chapel Hill Modification

**Selectmen Report**

**Informational**

Representative Denise Garlick will present "The Report to the Community" Thursday January 30, 2020 7:15PM to 8:30PM at the Public Safety Building

Representative Shawn Dooley will hold annual office hour on Thursday February 6, 2020 11:30AM to 12:30PM in Town Hall Warrant Room, 1<sup>st</sup> floor

Outline of voting procedures at MMA Annual Business Meeting Saturday January 25, 2020

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The Superior Court will hold a Hearing for Judgment on Pleading regarding resident David Goldman vs. Leslee Willitts, Medfield Conservation Agent on Wednesday February 5, 2020  
massDOT announces Medfield's Chapter 90 FY2020 apportionment in the amount of \$41,314  
Copy of ZBA decision no. 1379; copy of Abutters Notice regarding 139 Harding Street  
Letters received from Sovereign Consulting, Inc. regarding the former Texaco Station on Spring Street  
Comcast announces Medfield's new Government Relations Manager, Catherine Maloney

*E. Clarke*

*1-16-2020*

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**COMMONWEALTH**  
ELECTRICAL TECHNOLOGIES

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - DPW**

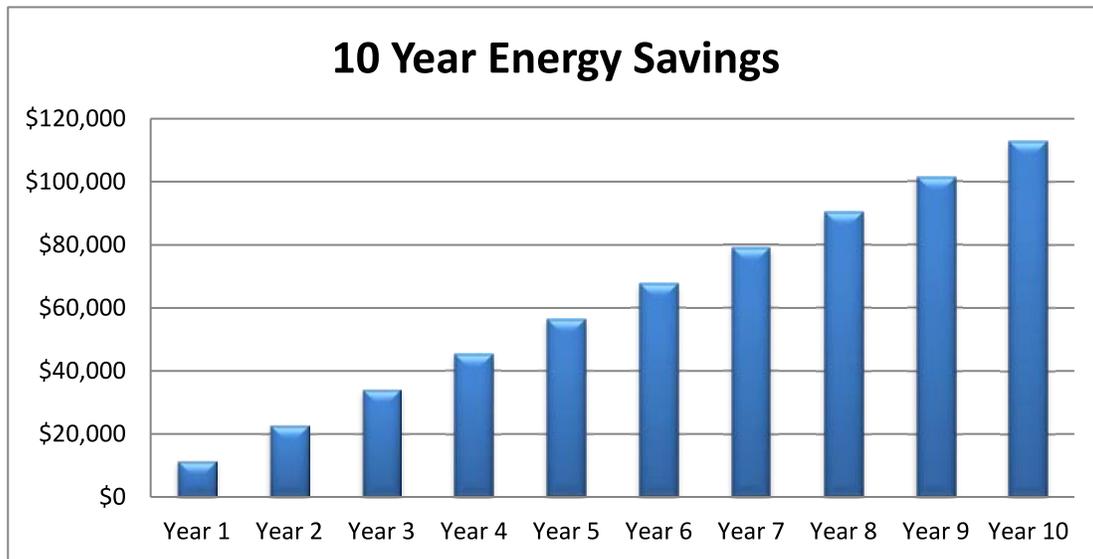
55 North Meadows Road  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$22,500.00	\$22,500.00	\$0.00	0%	\$2,322	0.0	\$8,463.89
Smart Power Strips	\$812.00	\$812.00	\$0.00	0%		0.0	\$497.25
<b>Total</b>	<b>\$23,312.00</b>	<b>\$23,312.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$2,322</b>	<b>0.0</b>	<b>\$8,961.14</b>



<b>KWH SAVINGS</b>
<b>52,713</b>

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	49,787
CO2 EMISSIONS REDUCED (LBS)	69,702
N2O EMISSIONS REDUCED (LBS)	0.18
NH4 EMISSIONS REDUCED (LBS)	0.35
EQUIVALENT SAVINGS	
Cars Removed from the Road	6.0
Homes Removed	4.3
Computers Removed	49.8
# of trees saved	67.2
Acres of forest preserved	0.20

Environmental Summary	
NOX	SO2
69.7	199.1

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

## About Commonwealth Electrical Technologies, Inc.

CET is full service electrical contractor and energy services company. We have over 160 employees. CET offers turnkey energy efficiency and renewable energy solutions.

CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Fixture Type	Location	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	T8	FRONT ENTRANCE	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	1	2,800	60	168	2x4 Evo Kit 31 watts	1	2,800	31	87		0	0.03	81
2	T1	MAIN HALL	2x2 Prismatic, (3) Lamps, F17 T8, 17w elec ballast	8	2,800	53	1,187	2x2 Evo Kit 17 watts	8	2,800	17	381		0	0.29	806
3	T9	COMPUTER ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,800	88	493	2x4 Evo Kit 31 watts	2	2,800	31	174		0	0.11	319
4	T9	HIGHWAY OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	4	2,800	88	986	2x4 Evo Kit 31 watts	4	2,800	31	347		0	0.23	638
5	T9	WATER OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	4	2,800	88	986	2x4 Evo Kit 31 watts	4	2,800	31	347		0	0.23	638
6	W5	UNISEX BATH	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
7	T9	TRAINING ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	2,800	88	739	2x4 Evo Kit 31 watts	3	2,800	31	260		0	0.17	479
8	T9	DIRECTOR OF PUBLIC WORKS	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,800	88	493	2x4 Evo Kit 31 watts	2	2,800	31	174		0	0.11	319
9	W5	MECHANICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	5	2,800	60	840	Relamp Only 4' 2L, 10w LED, Type A	5	2,800	22	308		0	0.19	532
10	W5	HALLWAY	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	2,800	60	168	Relamp Only 4' 2L, 10w LED, Type A	1	2,800	22	62		0	0.04	106
11	T9	HALLWAY	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	5	2,800	88	1,232	2x4 Evo Kit 31 watts	5	2,800	31	434		0	0.29	798
12	T1	HALLWAY	2x2 Prismatic, (3) Lamps, F17 T8, 17w elec ballast	1	2,800	53	148	2x2 Evo Kit 17 watts	1	2,800	17	48		0	0.04	101
13	T9	COAT CLOSET	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Evo Kit 31 watts	1	1,000	31	31		0	0.06	57
14	W5	ELECTRICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
15	D11	SIDE ENTRANCE	6" Recessed Can 26w CFL Plug-in	4	2,000	28	224	LED 5w 4-Pin Vertical Plug-In	4	2,000	6	48		0	0.09	176
16	T9	HALLWAY	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	2,000	88	176	2x4 Evo Kit 31 watts	1	2,000	31	62		0	0.06	114
17	T9	CREW ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	8	2,000	88	1,408	2x4 Evo Kit 31 watts	8	2,000	31	496		0	0.46	912
18	T9	MENS LOCKER ROOM	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,800	88	158	2x4 Evo Kit 31 watts	1	1,800	31	56		0	0.06	103
19	T8	MENS LOCKER ROOM	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	5	1,800	60	540	2x4 Evo Kit 31 watts	5	1,800	31	279		0	0.15	261
20	3S4	MENS LOCKER ROOM	3' Strip, 1 Lamp, 25w F25 T8, electronic ballast	2	1,800	24	86	Relamp Only 3' 1L 12w LED, Type A	2	1,800	13	47		0	0.02	40
21	D11	MENS LOCKER ROOM	6" Recessed Can 26w CFL Plug-in	2	1,800	28	101	LED 5w 4-Pin Vertical Plug-In	2	1,800	6	22		0	0.04	79
22	T8	WOMENS LOCKER ROOM	2x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	3	1,800	60	324	2x4 Evo Kit 31 watts	3	1,800	31	167		0	0.09	157
23	4S9	WOMENS LOCKER ROOM	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,800	60	108	Relamp Only 4' 1L, 10w LED, Type A	1	1,800	11	20		0	0.05	88
24	D11	WOMENS LOCKER ROOM	6" Recessed Can 26w CFL Plug-in	1	1,800	28	50	LED 5w 4-Pin Vertical Plug-In	1	1,800	6	11		0	0.02	40
25	T9	CEMETERY OFFICE	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,000	88	352	2x4 Evo Kit 31 watts	2	2,000	31	124		0	0.11	228
26	T9	HIGHWAY SUPERVISOR	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,000	88	352	2x4 Evo Kit 31 watts	2	2,000	31	124		0	0.11	228

Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors		Savings	
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved	
27	GARAGE 1	HB6	Hi Bay, 2L 54w T5 HO	118	2,200	117	30,373	Relamp Only T5 4' 2L, 25w LED, Type A	118	2,200	52	13,499		0	7.67	16,874	
28	GARAGE 2	HB6	Hi Bay, 2L 54w T5 HO	30	2,200	117	7,722	Relamp Only T5 4' 2L, 25w LED, Type A	30	2,200	52	3,432		0	1.95	4,290	
29	GARAGE 2	4V1	4' Vaportight, 2 Lamp, 32w T8, electronic ballast	20	2,200	60	2,640	Relamp Only 4' 2L, 10w LED, Type A	20	2,200	22	968		0	0.76	1,672	
30	GARAGE 3	HB6	Hi Bay, 2L 54w T5 HO	115	2,200	117	29,601	Relamp Only T5 4' 2L, 25w LED, Type A	115	2,200	52	13,156		0	7.48	16,445	
31	WATER ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	8	1,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	8	1,000	11	88		0	0.39	392	
32	STORAGE ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	4	1,000	60	240	Relamp Only 4' 1L, 10w LED, Type A	4	1,000	11	44		0	0.20	196	
33	STORAGE ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	8	1,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	8	1,000	11	88		0	0.39	392	
34	MECHANICS OFFICE	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	4	2,000	60	480	Relamp Only 4' 1L, 10w LED, Type A	4	2,000	11	88		0	0.20	392	
35	SALT BARN	M7	250w Metal Halide	8	1,000	295	2,360	LED CORN COB, 80w	8	1,000	80	640		0	1.72	1,720	
<b>TOTALS</b>				<b>387</b>		<b>2,696</b>	<b>85,964</b>		<b>387</b>		<b>931</b>	<b>36,176</b>		<b>0</b>	<b>23.90</b>	<b>49,788</b>	

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - DPW ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (25 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

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

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

Name: John J. Duquette

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

Title: Vice President

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

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



**COMMONWEALTH**  
ELECTRICAL TECHNOLOGIES

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Town Hall**

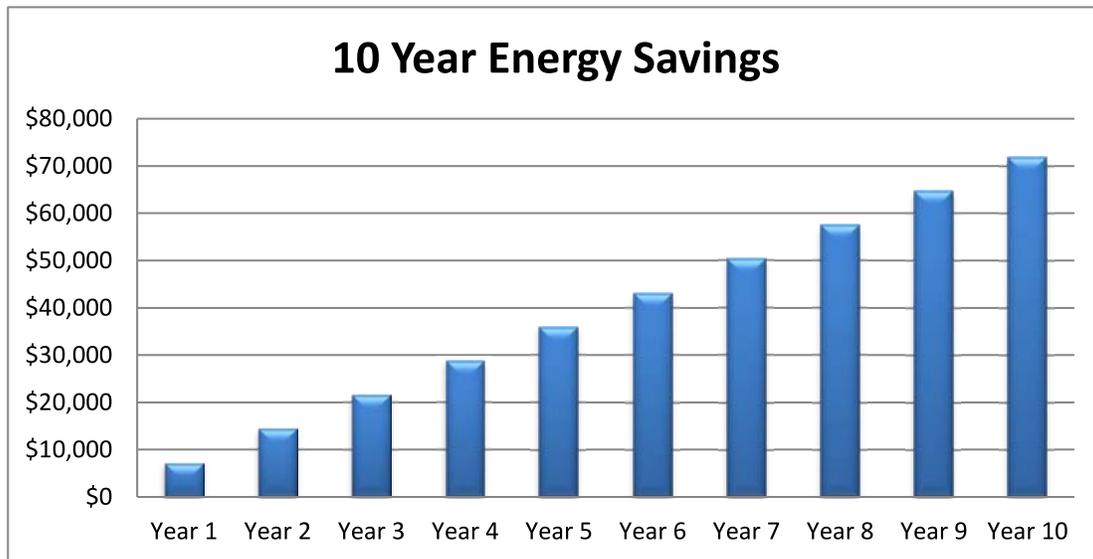
459 Main Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$15,000.00	\$15,000.00	\$0.00	100%	\$972	0.0	\$5,417.73
Smart Power Strips	\$1,300.00	\$1,300.00	\$0.00	100%		0.0	\$795.60
<b>Total</b>	<b>\$16,300.00</b>	<b>\$16,300.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$972</b>	<b>0.0</b>	<b>\$6,213.33</b>



KWH SAVINGS
41,229

## Environmental Impact

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The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	31,869
CO2 EMISSIONS REDUCED (LBS)	44,617
N2O EMISSIONS REDUCED (LBS)	0.12
NH4 EMISSIONS REDUCED (LBS)	0.22
EQUIVALENT SAVINGS	
Cars Removed from the Road	3.9
Homes Removed	2.8
Computers Removed	31.9
# of trees saved	43.0
Acres of forest preserved	0.13

Environmental Summary	
NOX	SO2
44.6	127.5

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## Qualifications/Clarifications

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- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
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- Utility charges
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Not included in this proposal:

- Emergency Ballasts
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- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

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**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Fixture Type	Location	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Proposed Hours	Fixt Qty	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	P13	3RD FLOOR CASE MANAGER	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,600	88	317	2x4 Flat Panel, 26w	3,600	1	26	94		0	0.06	223
2	P13	CONFERENCE ROOM 11	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,500	88	132	2x4 Flat Panel, 26w	1,500	1	26	39		0	0.06	93
3	P13	SUPERINTENDENT OF SCHOOLS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,600	88	3,168	2x4 Flat Panel, 26w	3,600	10	26	936		0	0.62	2,232
4	P6	SUPERINTENDENT OF SCHOOLS	2x2 Parabolic, (3) Biax Lamps, 50w	4	3,600	162	2,333	2x2 Flat Panel, 20w	3,600	4	20	288		0	0.57	2,045
5	P13	FINANCE AND OPERATIONS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	3,600	4	26	374		0	0.25	893
6	P13	BUSINESS OFFICE	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	8	3,600	88	2,534	2x4 Flat Panel, 26w	3,600	8	26	749		0	0.50	1,786
7	P13	BUSINESS OFFICE CLOSET	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Flat Panel, 26w	1,000	1	26	26		0	0.06	62
8	P6	KITCHEN	2x2 Parabolic, (3) Biax Lamps, 50w	1	3,600	162	583	2x2 Flat Panel, 20w	3,600	1	20	72		0	0.14	511
9	P6	BATHROOMS	2x2 Parabolic, (3) Biax Lamps, 50w	4	2,500	162	1,620	2x2 Flat Panel, 20w	2,500	4	20	200		0	0.57	1,420
10	DR	ELECTRICAL ROOM	8" Circular Drum Fixture, 32w	1	3,600	34	122	Drum Fixture 9", 12w LED	3,600	1	12	43		0	0.02	79
11	P13	CURRICULUM	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,600	88	950	2x4 Flat Panel, 26w	3,600	3	26	281		0	0.19	670
12	CF19	STAIRWELLS SCONCES	13w (2) CFL, 2-Pin, Plug-in	21	3,600	30	2,268	LED 5w 2-Pin Vertical Plug-In	3,600	21	6	454		0	0.50	1,814
13	P2	2ND FLOOR BATHROOMS	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	4	3,600	60	864	2x2 Flat Panel, 20w	3,600	4	20	288		0	0.16	576
14	DR	COAT ROOM	8" Circular Drum Fixture, 32w	1	1,000	34	34	Drum Fixture 9", 12w LED	1,000	1	12	12		0	0.02	22
15	P13	PLANNING BOARD	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	5	3,600	88	1,584	2x4 Flat Panel, 26w	3,600	5	26	468		0	0.31	1,116
16	P13	BOARD OF SELECTMAN	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	11	3,600	88	3,485	2x4 Flat Panel, 26w	3,600	11	26	1,030		0	0.68	2,455
17	P13	STAFF	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	3,600	4	26	374		0	0.25	893
18	P13	TREASURER	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	7	3,600	88	2,218	2x4 Flat Panel, 26w	3,600	7	26	655		0	0.43	1,562

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors		Savings	
	Fixture Type	Location	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved		
19	P13	BOARD OF ASSESSORS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,600	88	950	2x4 Flat Panel, 26w	3	3,600	26	281		0	0.19	670		
20	P6	BOARD OF ASSESSORS	2x2 Parabolic, (3) Biax Lamps, 50w	5	3,600	162	2,916	2x2 Flat Panel, 20w	5	3,600	20	360		0	0.71	2,556		
21	P13	WARRANT COMMITTEE	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893		
22	P13	INFORMATION	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,600	88	634	2x4 Flat Panel, 26w	2	3,600	26	187		0	0.12	446		
23	P13	TOWN ACCOUNTANT	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	4	3,600	88	1,267	2x4 Flat Panel, 26w	4	3,600	26	374		0	0.25	893		
24	P13	TOWN CLERK	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,600	88	1,901	2x4 Flat Panel, 26w	6	3,600	26	562		0	0.37	1,339		
25	W5	VAULT	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38		
26	W5	KITCHEN	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,600	60	216	Relamp Only 4' 2L, 10w LED, Type A	1	3,600	22	79		0	0.04	137		
27	P2	BATHROOMS	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	4	3,600	60	864	2x2 Flat Panel, 20w	4	3,600	20	288		0	0.16	576		
28	DR	UTILITY CLOSET	8" Circular Drum Fixture, 32w	1	1,000	34	34	Drum Fixture 9", 12w LED	1	1,000	12	12		0	0.02	22		
29	P2	BASEMENT BATHROOMS	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	2	2,000	60	240	2x2 Flat Panel, 20w	2	2,000	20	80		0	0.08	160		
30	P13	BOARD OF HEALTH	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	9	3,600	88	2,851	2x4 Flat Panel, 26w	9	3,600	26	842		0	0.56	2,009		
31	W5	STORAGE	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38		
32	W5	MEETING ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	3,600	60	432	Relamp Only 4' 2L, 10w LED, Type A	2	3,600	22	158		0	0.08	274		
33	P13	MEETING ROOM	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,600	88	634	2x4 Flat Panel, 26w	2	3,600	26	187		0	0.12	446		
34	W5	STORAGE 1	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76		
35	P13	BUILDING INSPECTORS	2x4 Parabolic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,600	88	3,168	2x4 Flat Panel, 26w	10	3,600	26	936		0	0.62	2,232		
36	W5	MECHANICAL ROOM	4' Wrap, 2 Lamp, 32w T8, electronic ballast	5	1,000	60	300	Relamp Only 4' 2L, 10w LED, Type A	5	1,000	22	110		0	0.19	190		

Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors			Savings	
Line Item	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	KW Saved	kWh Saved	
37	BASEMENT STAIRS	60w Inc. A19	1	3,600	60	216	6 watt LED, A19	1	3,600	6	22		0	0.05	194	
38	BOILER ROOM	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	6	1,000	60	360	Relamp Only 4' 2L, 10w LED, Type A	6	1,000	22	132		0	0.23	228	
<b>TOTALS</b>			<b>162</b>		<b>3,112</b>	<b>43,325</b>		<b>162</b>		<b>836</b>	<b>11,456</b>		<b>0</b>	<b>9.59</b>	<b>31,869</b>	

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Town Hall ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (40 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

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

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

Name: John J. Duquette

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

Title: Vice President

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

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



**COMMONWEALTH**  
*ELECTRICAL TECHNOLOGIES*

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Recreation Center**

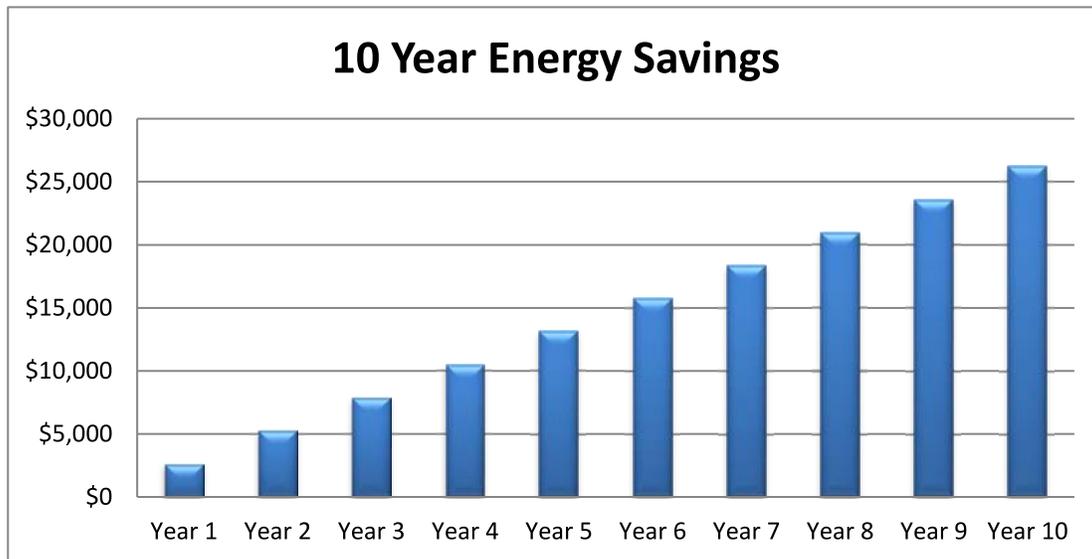
124 North Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$7,050.00	\$7,050.00	\$0.00	0%	\$300	0.0	\$2,122.54
Smart Power Strips	\$325.00	\$325.00	\$0.00	0%		0.0	\$198.90
<b>Total</b>	<b>\$7,375.00</b>	<b>\$7,375.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$300</b>	<b>0.0</b>	<b>\$2,321.44</b>



<b>KWH SAVINGS</b>
<b>13,656</b>

Monthly Cost of Delay

**\$218.45**

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENERGY SAVINGS ESTIMATE		
ENERGY	KWH	KW
EXISTING	18,969	5.7
PROPOSED	6,484	1.9
SAVED	12,485	3.8

ENVIRONMENTAL IMPACT	
KWH Saved	12,485
CO2 EMISSIONS REDUCED (LBS)	17,479
N2O EMISSIONS REDUCED (LBS)	0.05
NH4 EMISSIONS REDUCED (LBS)	0.09
EQUIVALENT SAVINGS	
Cars Removed from the Road	1.5
Homes Removed	1.1
Computers Removed	12.5
# of trees saved	16.8
Acres of forest preserved	0.05

Environmental Summary	
NOX	SO2
17.5	49.9

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

## About Commonwealth Electrical Technologies, Inc.

CET is full service electrical contractor and energy services company. We have over 160 employees. CET offers turnkey energy efficiency and renewable energy solutions.

CET has a broad knowledge and strong experience in all aspects of the electrical field. Our electricians are fully versed in new electrical construction, design-build applications, ground and roof-top photovoltaic systems, renovations, tenant fit-ups, lighting systems design-installation, energy management systems, motor controls, and fire alarm systems, as well as general electrical service and maintenance. Our project management and estimating departments are involved throughout the duration of all projects to make sure the client receives a completed project on time and within budget.

The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings					
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved			
1	EXTERIOR	M5	175w Metal Halide	4	3,500	205	2,870	Flood, 50w LED- Kauckle Mt	4	3,500	50	700		0	0.62	2,170			
2	EXTERIOR	M5X	175w Metal Halide	2	3,500	205	1,435	Flood, 50w LED- Yoke Mt	2	3,500	50	350		0	0.31	1,085			
3	KITCHEN	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	2	3,500	60	420	4' Strip 26w LLP	2	3,500	26	182		0	0.07	238			
4	STORAGE	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	3	1,000	60	180	4' Strip 26w LLP	3	1,000	26	78		0	0.10	102			
5	MAIN HALL	W9	4' Wrap, 2 Lamp, 34w T12, magnetic ballast	3	3,500	80	840	4' Strip 26w LLP	3	3,500	26	273		0	0.16	567			
6	OFFICE	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
7	MAIN HALL	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	9	3,500	123	3,875	8' Strip 46w LLP	9	3,500	46	1,449		0	0.69	2,426			
8	PRESIDENTS ROOM	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
9	MAP	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	4	3,500	123	1,722	8' Strip 46w LLP	4	3,500	46	644		0	0.31	1,078			
10	ACTIVITY ROOM	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	6	3,500	123	2,583	8' Strip 46w LLP	6	3,500	46	966		0	0.46	1,617			
11	BATHROOMS	8S13	8' Strip, (2) 8' Lamp, F96 T12, 60w, magnetic ballast	2	3,500	123	861	8' Strip 46w LLP	2	3,500	46	322		0	0.15	539			
12	MAIN HALL	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,500	60	210	4' Strip 26w LLP	1	3,500	26	91		0	0.03	119			
13	SPORTS STORAGE	W9	4' Wrap, 2 Lamp, 34w T12, magnetic ballast	1	1,000	80	80	4' Strip 26w LLP	1	1,000	26	26		0	0.05	54			
14	OFFICE	W5	4' Wrap, 2 Lamp, 32w T8, electronic ballast	1	3,500	60	210	4' Strip 26w LLP	1	3,500	26	91		0	0.03	119			
15	BASEMENT	A3	60w Inc, A19	4	1,000	60	240	6 watt LED, A19	4	1,000	6	24		0	0.22	216			
<b>TOTALS</b>												<b>50</b>	<b>18,970</b>	<b>1,608</b>	<b>538</b>	<b>6,484</b>	<b>0</b>	<b>3.83</b>	<b>12,486</b>

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Recreation Center ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

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

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

Name: John J. Duquette

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

Title: Vice President

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

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



**COMMONWEALTH**  
ELECTRICAL TECHNOLOGIES

Prepared an Energy Conservation Proposal for:

## **Town of Medfield - Library**

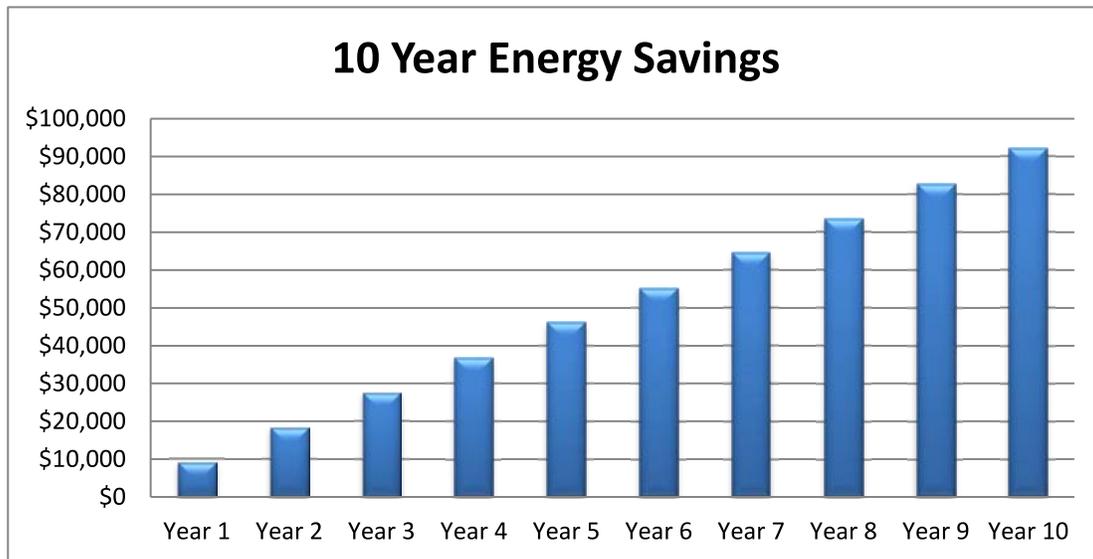
468 Main Street  
Medfield, MA

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Prepared by  
*Joe Duquette*  
*Commonwealth Electrical Technologies, Inc.*  
*125 Blackstone River Road*  
*Worcester, MA 01607*  
*(508) 768-5675*  
*JOEDUQUETTE@COMELECTRICAL.COM*

## Financial Summary

Energy Conservation Measure	PROJECT TOTAL COST	Estimated Incentive	CUSTOMER COST	ROI	AC & Maintenance Savings	SIMPLE PAYBACK (YEARS)	Estimated Annual Energy Savings (\$)
Lighting	\$17,587.12	\$17,587.12	\$0.00	100%	\$1,842	0.0	\$6,866.56
Smart Power Strips	\$812.50	\$812.50	\$0.00	100%		0.0	\$497.25
<b>Total</b>	<b>\$18,424.62</b>	<b>\$18,424.62</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$1,842</b>	<b>0.0</b>	<b>\$7,363.81</b>



<b>KWH SAVINGS</b>
<b>43,317</b>

Monthly Cost of Delay

**\$767.15**

## Environmental Impact

CET has become an industry leader in assisting our customers reduce energy costs, while at the same time improving the HVAC controls and lighting quality. Reducing energy consumption is the the easiest, most cost-effective way to reduce the emissions of greenhouse gases. CET is currently an energy efficiency solutions provider for Eversource and a National Grid Project Expediter.

The following environmental calculations are based on our energy conservation proposal.

ENVIRONMENTAL IMPACT	
KWH Saved	40,391
CO2 EMISSIONS REDUCED (LBS)	56,547
N2O EMISSIONS REDUCED (LBS)	0.15
NH4 EMISSIONS REDUCED (LBS)	0.28
EQUIVALENT SAVINGS	
Cars Removed from the Road	4.9
Homes Removed	3.5
Computers Removed	40.4
# of trees saved	54.5
Acres of forest preserved	0.16

Environmental Summary	
NOX	SO2
56.5	161.6

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## Qualifications/Clarifications

This report is not for general use and is the intellectual property of Commonwealth Electrical Technologies, Inc.

- All savings estimates and incentives must be considered estimated until reviewed and approved by the utility.
- Savings estimates are based on an average annual electricity rate of \$0.17 /kwh
- Lamp & Ballast disposal is included.
- Utility charges
- Electrical Permit fees are included
- Proposal Valid for 60 days
- Warranty is one year for labor & manufacturer's warranty on materials.
- Fixtures listed in the Line by Line Analysis only, are included in the scope of work
- Materials restocking fee of 20% on any project cancellations after (5) days of signature date.

Not included in this proposal:

- Emergency Ballasts
- Prevailing Wage labor rates
- Overtime, overnight, or weekend work
- Disposal of any hazardous material that may be found during construction
- Painting or patching
- Rewiring & troubleshooting existing code or electrical issues.

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The energy division provides auditing, design, engineering, and implementation services. We also work with the utility sponsored incentive programs to assist our clients in maximizing their project's return on investment.

Fixture Line by Line Analysis

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
1	OPEN BOOK AREA	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	51	3,500	60	10,710	1X4 Flat Panel 20 watts	51	3,500	20	3,570		0	2.04	7,140
2	RESTROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	2,000	88	176	2x4 Flat Panel, 26w	1	2,000	26	52		0	0.06	124
3	CUSTODIAN	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	1,000	88	88	2x4 Flat Panel, 26w	1	1,000	26	26		0	0.06	62
4	STORAGE ATTIC	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
5	2ND FLOOR	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	6	3,500	36	756	LED 5w 4-Pin Vertical Plug-In	6	3,500	6	126		0	0.18	630
6	3RD FLOOR	D10	6" Recessed Can 18w (2) CFL Plug-in	20	3,500	40	2,800	LED 5w 4-Pin Vertical Plug-In (2L)	20	3,500	12	840		0	0.56	1,960
7	RESTROOM	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	2,000	60	120	1X4 Flat Panel 20 watts	1	2,000	20	40		0	0.04	80
8	FAMILY RESTROOM	TBX	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	2,000	60	120	1X4 Flat Panel 20 watts	1	2,000	20	40		0	0.04	80
9	KIDS ROOM	4S10	4' Strip, 3 Lamp, 32w F32 T8, electronic ballast	6	3,500	88	1,848	Relamp Only 4' 3L, 10w LED, Type A	6	3,500	33	693		0	0.33	1,155
10	KIDS ROOM CLOSET	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
11	3RD FLOOR CHILDRENS ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,500	88	616	2x4 Flat Panel, 26w	2	3,500	26	182		0	0.12	434
12	STAIRS	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	3,500	60	420	Relamp Only 4' 2L, 10w LED, Type A	2	3,500	22	154		0	0.08	266
13	1ST FLOOR	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	27	3,500	36	3,402	LED 5w 4-Pin Vertical Plug-In	27	3,500	6	567		0	0.81	2,835
14	BIG DECORATIVE BOWLS	CF28	42w, (1) Lamp, CFL, 4-Pin, Plug-in	24	3,500	48	4,032	Do Nothing with Fixture	24	3,500	48	4,032		0	0.00	0
15	BIG DECORATIVE BOWLS	CF28	42w, (1) Lamp, CFL, 4-Pin, Plug-in	12	3,500	48	2,016	Do Nothing with Fixture	12	3,500	48	2,016		0	0.00	0
16	MAIN HALLWAY	A3	60w Inc, A19	32	3,500	60	6,720	6 watt LED, A19	32	3,500	6	672		0	1.73	6,048
17	STAFF AREA	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	10	3,500	88	3,080	2x4 Flat Panel, 26w	10	3,500	26	910		0	0.62	2,170
18	OVER FRONT DESK	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	1	3,500	60	210	1X4 Flat Panel 20 watts	1	3,500	20	70		0	0.04	140
19	MAIN FLOOR COVE LIGHTING	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	20	3,500	60	4,200	Relamp Only 4' 2L, 10w LED, Type A	20	3,500	22	1,540		0	0.76	2,660
20	STAIRS	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	9	3,500	36	1,134	LED 5w 4-Pin Vertical Plug-In	9	3,500	6	189		0	0.27	945
21	INFORMATION DESK	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic	2	3,500	60	420	1X4 Flat Panel 20 watts	2	3,500	20	140		0	0.08	280

**Fixture Line by Line Analysis**

Line Item	Location		Existing Fixture Type					Proposed Fixture Type					Occupancy Sensors		Savings	
	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWh	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWh	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved
22	STUDYROOM 2	8S9	8' Strip, (2) 8' Lamp, F096T8, 59w, electronic ballast	1	3,500	109	382	8' Strip 46w LLP	1	3,500	46	161		0	0.06	221
23	BASEMENT	P2	2x2 Parabolic, (2) U-Lamps F32 T8, electronic ballast	11	3,500	60	2,310	2x2 Flat Panel, 20w	11	3,500	20	770		0	0.44	1,540
24	STUDYROOM 1	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,500	60	90	Relamp Only 4' 2L, 10w LED, Type A	1	1,500	22	33		0	0.04	57
25	CONFERENCE ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	3,500	88	616	2x4 Flat Panel, 26w	2	3,500	26	182		0	0.12	434
26	ADULT SERVICES	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
27	ELEVATOR ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
28	EQUIPMENT	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
29	LIBRARY STAFF	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,500	88	1,848	2x4 Flat Panel, 26w	6	3,500	26	546		0	0.37	1,302
30	MEETING ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	6	3,000	88	1,584	2x4 Flat Panel, 26w	6	3,000	26	468		0	0.37	1,116
31	MEETING ROOM	D6	6" Recessed Can 65w Flood Inc.	4	3,500	65	910	LED 5"/6" Recessed Can, 9w	4	3,500	9	126		0	0.22	784
32	MEETING ROOM CLOSET	2S3	2' Strip, 2 Lamp, 17w F17 T8, electronic ballast	1	1,000	37	37	Relamp Only 2' 2L 8w LED, Type A	1	1,000	18	18		0	0.02	19
33	MEETING ROOM CLOSET	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	1,000	60	60	Relamp Only 4' 2L, 10w LED, Type A	1	1,000	22	22		0	0.04	38
34	FRIENDS ROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	3	3,500	88	924	2x4 Flat Panel, 26w	3	3,500	26	273		0	0.19	651
35	CUSTODIAN	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	2	1,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	2	1,000	22	44		0	0.08	76
36	RESTROOM	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	2	2,500	88	440	2x4 Flat Panel, 26w	2	2,500	26	130		0	0.12	310
37	BASEMENT HALL	TB	1x4 Prismatic, (2) 4' Lamps, 32w T8, electronic ballast	7	3,500	60	1,470	1X4 Flat Panel 20 watts	7	3,500	20	490		0	0.28	980
38	TEEN LIBRARIAN	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
39	STUDEY 3	T9	2x4 Prismatic, (3) 4' Lamps, 32w T8, electronic ballast	1	3,500	88	308	2x4 Flat Panel, 26w	1	3,500	26	91		0	0.06	217
40	STORAGE ATTIC	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
41	BOILER ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	3	1,000	60	180	Relamp Only 4' 2L, 10w LED, Type A	3	1,000	22	66		0	0.11	114
42	MAIL ROOM	4S9	4' Strip, 2 Lamp, 32w F32 T8, electronic ballast	1	2,000	60	120	Relamp Only 4' 2L, 10w LED, Type A	1	2,000	22	44		0	0.04	76

Location		Existing Fixture Type						Proposed Fixture Type						Occupancy Sensors		Savings	
Line Item	Location	Fixture Type	Existing Fixture Type	Fixt. Qty	Existing Hours	Watts	kWH	Proposed Fixture	Fixt Qty	Proposed Hours	Watts	kWH	Occ. Sensor Model #	Sensor Qty	kW Saved	kWh Saved	
43	FRONT ENTRANCE	A3	60w Inc, A19	4	3,500	60	840	6 watt LED, A19	4	3,500	6	84		0	0.22	756	
44	FRONT ENTRANCE	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	4	3,500	36	504	LED 5w 4-Pin Vertical Plug-In	4	3,500	6	84		0	0.12	420	
45	BACK OF BUILDING	M10	400w Metal Halide	2	3,500	455	3,185	Wallpack, 80w LED	2	3,500	80	560		0	0.75	2,625	
46	BACK EXIT	CF26	32w, (1) Lamp, CFL, 4-Pin, Plug-in	1	3,500	36	126	LED 5w 4-Pin Vertical Plug-In	1	3,500	6	21		0	0.03	105	
47	SIDE STAIRS	A3	60w Inc, A19	1	3,500	60	210	6 watt LED, A19	1	3,500	6	21		0	0.05	189	
48	OLD MAIN ENTRANCE	A3	60w Inc, A19	1	3,500	60	210	6 watt LED, A19	1	3,500	6	21		0	0.05	189	
49	SIGN LIGHT	M1	50w Metal Halide	2	3,500	65	455	Flood, 15w LED-Knuckle Mt	2	3,500	15	105		0	0.10	350	
		<b>TOTALS</b>		<b>307</b>		<b>3,571</b>	<b>61,013</b>		<b>307</b>		<b>1079</b>	<b>20,621</b>		<b>0</b>	<b>12.22</b>	<b>40,392</b>	

## Statement of Work

The Statement of Work is entered into between Commonwealth Electrical Technologies, Inc. ("CET") and Town of Medfield - Library ("Customer").

### PROJECT OVERVIEW and SCOPE OF WORK:

- Energy Conservation Measures per proposal dated
- Lighting upgrades per fixture line by line analysis
- Provide (25 Smart Power Strips)
- Non-Prevailing Wage Labor Rates
- Process utility incentive applications for customer
- Removal of debris from site
- Lamp and ballast recycling
- Customer agrees to provide CET with access to Customer's site in order for CET to complete scope of work in a timely manner

### PROJECT EXCLUSIONS:

- Overtime or weekend work
- Utility company charges
- Disposal of any hazardous materials that may be found during construction

### PAYMENT TERMS:

- \$0 payment. CET to receive payment from Eversource.

SBEA EVERSOURCE MA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year below written.

Customer: \_\_\_\_\_ Commonwealth Electrical Technologies, Inc.

By: \_\_\_\_\_  
(Signature)

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

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

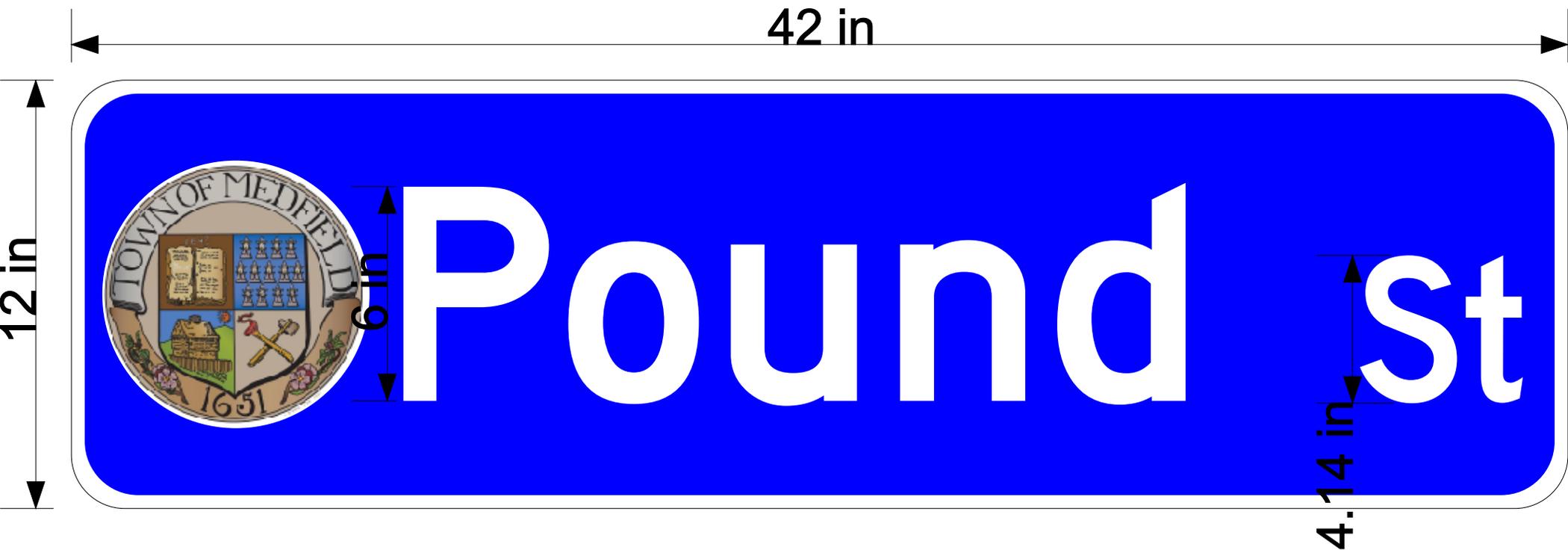
Name: John J. Duquette

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

Title: Vice President

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

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





26 November 2019 (Revised 12/16/2019) (Revised 01/06/2020)

School Building Committee  
Town of Medfield, MA  
c/o Gina Gomes-Cruz, Owner's Project Manager  
Leftfield LLC  
225 Franklin Street, 26<sup>th</sup> Floor  
Boston, MA 02110

**Dale Street School - Feasibility Study and Schematic Design Proposal**

Dear Ms. Gomes-Cruz and Members of the School Building Committee:

We are delighted to have been selected as the Architect for the Dale Street Elementary School Feasibility Study and Schematic Design. We look forward to getting started on the project and working with you and the Committee towards an exceptional result.

Per your request, we have updated our proposal dated 11/16/19 to reflect our recent discussions about the scope of work and associated costs. This proposal updates and replaces our original proposal. .

Our services shall be based on the Contract for Designer Services provided by the Massachusetts School Building Authority (MSBA) and the Request for Designer Services (RFS) dated August 7, 2019.

**Project Description**

The project will consist of the evaluation and recommendations for repairs, renovations, addition(s) and/or new construction for the Dale Street Elementary School in Medfield. As described in the RFS, the project will include evaluation of two grade configurations (grades 4-5 or 3-5) on either the existing Dale Street or Wheelock School sites.

**Scope of Work**

Arrowstreet and our consulting engineers will review and evaluate the condition of the existing building; work with the District to develop the educational program for the Dale Street School; identify and evaluate alternative site and strategies for renovations and/or new construction. Our work will be performed in accordance with the MSBA Module 3 Feasibility Study and Module 4 Schematic Design Guidelines and as further described below.

**Understandings**

1. Our existing conditions assessment will be based on visual observations of the existing buildings and systems. We will not be performing destructive or invasive testing to



evaluate hidden conditions. If requested, we can provide a proposal for opening up portions of the buildings for further testing.

2. Hazardous materials sampling will be performed on materials which are visible. We will not open up portions of the building to perform hazardous materials sampling.
3. Operation and testing of existing building systems is not included in our proposal. It would be helpful if school maintenance personnel responsible for building operation can be in attendance during our site visit to help us understand the condition of the existing systems.
4. The following services will be provided as a Supplemental Service to this proposal. We will forward more detailed proposals for these services prior to the start of these efforts.
  - a. Hazardous materials investigation and testing
  - b. Geotechnical and Geo-environmental testing and analysis
  - c. Traffic, including vehicle counts
  - d. Site Survey
5. We will work with our Educational Programmer, David Stephen, to assist the District define the Educational Vision for the school and develop the Space Summary for submission to the MSBA. We have included the following efforts in our proposal:
  - a. One (1) visioning kick-off meeting with District leadership team, including District, department and school leaders, as determined by the Superintendent.
  - b. Three (3) visioning workshops with District leadership and school faculty.
  - c. One (1) open community forums.
  - d. Meeting with the District to discuss the Educational Vision resulting from the workshops and the proposed Space Summary.
  - e. Two (2) meetings with the School Building Committee to review and discuss the Educational Vision and proposed Space Summary
  - f. Additional workshops, meetings, community forums and/or hearings can be provided as an Additional Service.
6. We will work with Leftfield and the District to review the Feasibility Study and Schematic Design with MSBA staff for project approvals. In accordance with Module 3, we have included the following meetings in our proposal:
  - a. Monthly SBC meeting.



- b. Bi-weekly working group meeting or conference call with the OPM and Leadership team.
  - c. Two meetings to review and finalize the Preliminary Design Program (PDP) which will include the Initial Space Summary, Evaluation of Existing Conditions, and Preliminary Evaluation of Alternatives.
  - d. Two meetings to review the Preferred Schematic Report (PSR) which will include updates to the Evaluation of Existing Conditions, Final Evaluation of Alternatives and Preferred Solution.
  - e. One meeting to present the Preferred Schematic Report to the MSBA Facilities Assessment Subcommittee (FAS).
7. We understand the study will focus on Dale Street and Wheelock School sites as the likely location for the new school. We will work with the District to identify and assess up to two additional sites that may be identified during the course of the study, such as the former hospital site. We will perform an initial, cursory review of the additional sites but will limit our efforts to detailed analysis of two sites in total, including the Dale Street and/or Wheelock School sites.
8. We will assist the District with public hearings to review and present the study findings. In addition to the public hearing included above, our proposal includes three additional public hearings, generally at the completion of the PDP, PSR, and Schematic Design phases of the work.
9. Attached please find an annotated copy of the MSBA Module 3 Guidelines indicating which pieces of the Feasibility Study will be completed by Arrowstreet and which pieces we anticipate will be completed by the District and/or Leftfield.
10. In accordance with MSBA requirements, we have included preparation and evaluation of three preliminary and three final Alternative Schemes during the Feasibility Study. We understand the schemes may evolve or be combined as a result of discussions with the District and the MSBA, however preparation and evaluation of an excessive number of schemes will be provided as an Additional Service.
11. Arrowstreet and our consultant team will review and report on the regulatory and permitting requirements for the proposed improvements. This report should be reviewed by the District's attorney for accuracy and completeness. Efforts necessary to obtain permits and other regulatory approvals will be provided in subsequent phases of the project.
12. We propose two working meetings with members of Medfield's regulatory review and permitting staff, including Planning Department, Building Department, Fire Department, Conservation Commission, DPW and others as may be appropriate. The purpose of these meetings will be to familiarize the town's staff with the project and



identify potential regulatory approvals for the work. Additional meetings, if required, can be provided as an Additional Service.

13. We have included a single working meeting with members of the School Administration and the Medfield Police Department to review safety and security issues related to the proposed project.

We have included a single working meeting with members of the District Administration and faculty to review IT and tele-communications requirements for the project.

**Schedule**

We understand that the goal is to open the project for the 2023 school calendar year. We will complete the work within the schedule as outlined by the OPM that identifies the following dates:

Schematic Design	7/9/20- 12/23/20
Design Development	1/7/21 – 4/24/21
Construction Documents 60%	5/28/21 – 8/19/21
Construction Documents 90%	9/17/21-12/16/21
Construction Documents 100%	1/14/22 – 3/10/22

We will work with the OPM and Owner to deliver the project to meet the schedules goals. If the architectural services are extended through no fault of Arrowstreet, we will request Additional Services.

**Project Team**

We have included the following consultants in our proposal for the Feasibility Study and Schematic Design phase efforts. Additional consultants will be added in subsequent phases of the project as required.

*Basic Services:*

Structural Engineering	EDG Design Group
Mechanical & Electrical	Garcia Galuska DeSousa
Plumbing & Fire Protection	C.A. Crowley Engineering, Inc.
Civil	Nitsch Engineering
Landscape Architecture	Terraink
Code	Building Fire and Access
Estimator	PM&C – Project Management & Cost
Educational Programming	New Vista Design



*Supplemental Consultants:*

HazMat Identification	PEER Consultants PC
Geotechnical	Lahlaf Geotechnical Consulting
Geo-environmental	PEER Consultants PC
Survey and Traffic	Nitsch Engineering

**Compensation**

Per your request, our proposed compensation for Basic Services and the efforts outlined above is as follows:

Feasibility Study	\$310,000
Schematic Design	\$310,000
<b>Total Basic Services, including expenses</b>	<b>\$620,000</b>

**Supplemental Services**

We have obtained proposals for the following Supplemental Services for your review and approval prior to authorizing the work to proceed. We look forward to working with you to confirm and refine the scope of work and associated costs to meet the Town’s needs with a not to exceed limit of \$100,000. Execution of these services will need approval from the Owner through a contract amendment.

- Survey (scope to be confirmed; see attached proposal)
- Traffic (see attached proposal)
- Geotechnical (see attached proposal)
- Hazardous Materials (see attached proposal)
- GeoEnvironmental Testing (see attached proposal)

**Potential Additional Services**

The following additional services may be required to complete the project. We would be pleased to provide you a proposal for these efforts, if necessary.

- Measured drawings of existing conditions
- Reproduction of milestone submittals exceeding six copies



- Materials testing and/or investigative destructive testing
- Operational testing of existing building systems
- Inventory or evaluation of existing furniture or equipment
- Testing or inspections of existing utilities, including hydrant flow test(s), etc.
- Work beyond the boundaries of the site, including roadway improvements
- Evaluation or design of off-site supplemental sanitary systems
- Additional Community forums and workshops

The proposed scope, level of effort, and associated costs are based on our understanding of the project and the MSBA requirements. We look forward to reviewing this scope with you to assure that we match our efforts and costs with your needs and budget constraints.

We look forward to working together with you and the District on this exciting project.

Sincerely,

ARROWSTREET

Read and Agreed

Laurence Spang, AIA, LEED AP  
Principal

\_\_\_\_\_  
Authorized by  
Date

Distribution

Jessica Bessette  
Nancy Neville

Arrowstreet  
Arrowstreet



2 Center Plaza, Suite 430  
Boston, MA 02108-1928  
T: 617-338-0063  
F: 617-338-6472  
[www.nitscheng.com](http://www.nitscheng.com)

December 13, 2019

Ms. Jessica Bessette  
Senior Associate  
Arrowstreet  
10 Post Office Square  
Boston, MA 02109

RE: Nitsch Proposal #13765.1P (Revised)  
Medfield Elementary  
Land Surveying Services  
Medfield, MA

Dear Ms. Bessette:

Nitsch Engineering is pleased to submit this revised proposal to you (the Client) for professional land surveying services related to the Wheelock Elementary School in Medfield, Massachusetts. This letter summarizes our scope, assumptions, schedule, and fee.

## **SCOPE OF SERVICES**

Nitsch Engineering will provide professional land surveying services to accomplish the following tasks:

### **TASK #1: PROPERTY LINE SURVEY**

1. Perform property research at the Town of Medfield (the Medfield) offices, the County Registry of Deeds, and the Massachusetts Land Court for record data on the locus property, abutting properties, and easements;
2. Perform a retracement property line survey of the site within the attached survey limit sketch;
3. Perform office calculations to determine the property lines and easements of record; and
4. Prepare a plan indicating the survey information.

### **TASK #2: TOPOGRAPHIC, WETLANDS AND UTILITY SURVEY**

1. Perform research at the gas, water, sewer, telephone, electric, cable television, and steam utility companies/departments to obtain record data on utilities in the adjacent streets and services to the property;
2. Research and depict the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the project site;
3. Perform Global Positioning Systems (GPS) observations to establish Massachusetts State Plane (NAD 83) coordinates and NAVD 88 elevation base for the project site;
4. Perform a topographic and location survey of approximately 26 acres on the Wheelock site as delineated on the attached survey limit sketch, including to the opposite side of the adjacent street. The topographic information will be collected in a manner suitable to prepare 1-foot contours;
5. Delineate and prepare a report on wetlands resources within the sites to include buffer zones from adjacent properties; and

**SCOPE OF SERVICES – continued**

6. Prepare an AutoCAD drawing (.DWG), in Release 2014 or compatible version and at a scale of 1 inch = 20 feet, utilizing Nitsch Engineering file format and drafting standards.

**WORK NOT INCLUDED IN THE SCOPE OF SERVICES**

1. Setting lot corners or other monumentation.
2. Performing site design engineering services.
3. Performing construction layout, preparing record plans, or performing other Construction Phase services.
4. Performing advanced subsurface investigation, such as Ground Penetrating Radar (GPR) or Test Pits to locate utilities.

**ASSUMPTIONS**

1. Up to one (1) hour of consultation time (defined as telephone calls, meetings, travel time, etc.) is included in this revised proposal. Additional consultation time will be billed as Additional Services.
2. All filing fees and other associated costs will be paid by the Client.
3. Any revisions requested by the Client or other approving authorities after commencement of the survey will be considered Additional Services.
4. This cost assumes record monumentation is recoverable and Nitsch Engineering will encounter reasonable congruity between field and record data.
5. Regarding the utility information, Nitsch Engineering will indicate the structures and locations of utilities with rim and invert elevations, sizes, and directions which are indicated on plans provided by utility companies/departments and/or that are observable on the ground surface during the survey. Nitsch Engineering does not guarantee the validity or completeness of the data from others.
6. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to any errors or omissions within any record document from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
7. The plan will not be prepared in recordable format.
8. The Client will provide a copy of the deed and plan of locus.
9. Police details, if required, will be paid by the Client. The estimated cost of the police detail is \$500.
10. The Client is responsible for providing and arranging open and uninterrupted access to the site prior to Nitsch Engineering's arrival. Should access not be supplied, Additional Services will be required.

## **TIME AND MANNER**

Nitsch Engineering is prepared to begin work within 10 calendar days from the receipt of this executed revised proposal and anticipates substantial completion within 30 working, not calendar, days thereafter. The completion of field tasks will be subject to weather conditions affecting the required field work.

## **COMPENSATION**

Compensation for the services provided will be in accordance with Nitsch Engineering's Standard Contract Terms, as attached. The lump-sum cost for these services is **\$49,708**. Costs will not be incurred by Nitsch Engineering beyond this lump-sum amount without prior written approval from the Client.

## **ADDITIONAL SERVICES**

Nitsch Engineering will be compensated for services requested by the Client that exceed the "SCOPE OF SERVICES" outlined herein. Charges for any Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

## **METHOD OF PAYMENT**

Costs incurred on this project will be billed monthly on a percentage complete of lump-sum basis, as outlined in the attached Standard Contract Terms. The Client agrees to invoice the Owner within 10 calendar days after receipt of Nitsch Engineering's invoice. Payment will be due within five (5) calendar days after receipt of payment by the Client from the Owner. The Client will make reasonable and diligent efforts to collect prompt payment from the Owner.

Should the billing/payment cycle be delayed by the Client or the Owner due to no fault of Nitsch Engineering, Nitsch Engineering expects full payment from the Client within 10 days of the invoice date.

Ms. Jessica Bessette: Nitsch Proposal #13765.1P (Revised)  
December 13, 2019  
Page 4 of 5

## TERMINATION

Nitsch Engineering reserves the right to revise this revised proposal should the signed copy not be received by January 13, 2020. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this revised proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this revised proposal were fully executed by the Client.

Thank you for requesting this revised proposal. We look forward to working with you on this project. Should the conditions in this revised proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this revised proposal and the Standard Contract Terms to us for our files.

If you have any questions, please call.

Very truly yours,

**Nitsch Engineering, Inc.**



Denis R. Seguin, PLS  
Vice President, Director of Land Surveying

DRS/ajc

Enclosures: Standard Contract Terms  
Survey Limit Sketch

Q:\13765.1Medfield ES-Survey\Contract\13765.1PR Medfield MS survey proposal.docx:

Ms. Jessica Bessette: Nitsch Proposal #13765.1P (Revised)  
December 13, 2019  
Page 5 of 5

**CLIENT AUTHORIZATION**

This revised proposal and Standard Contract Terms are hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2019)**

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

**EFFECTIVE DATE**

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

**1. SCOPE OF SERVICES**

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other

documents prepared by third parties, including consultants and contractors independently retained by the Client.

**3. STANDARD OF CARE**

The Client and the Owner acknowledge that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

**4. REGULATORY AGENCIES**

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

**5. CERTIFICATIONS/AFFIDAVITS**

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

**6. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES**

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch

Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

**Remit to address:**

**Check Payments:**

**Nitsch Engineering, Inc.**

**Attention: Accounting Department**

**2 Center Plaza, Suite 430**

**Boston, MA 02108**

**Electronic Payments:**

**ACH and Wire Transfer information will be provided upon request.**

**7. RESTART**

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

**8. TERMINATION**

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

**9. WAIVER OF SUBROGATION**

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

**10. INSURANCE**

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

**11. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

**12. BETTERMENT**

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

**13. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of

the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

#### **14. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS**

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

#### **15. OWNERSHIP AND USE OF DOCUMENTS**

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering or its consultants. The Client accordingly waives all claims and shall defend, indemnify

and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

#### **16. ESTIMATES AND/OR OPINIONS OF COST**

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

#### **17. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE**

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

**18. HOURLY BILLING RATES** Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

**19. REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

**20. APPLICABLE STATE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**21. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

**22. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

**23. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the

maintenance recommendations contained in the Maintenance Manual are not performed.

**24. SERVICES INVOLVING UAVs**

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

**25. DISPUTE RESOLUTION**

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2019)**

**EXHIBIT A**

**Hourly Billing Rates**

The hourly billing rates are subject to change as a result of changes in market conditions.  
The current hourly billing rates are, as follows:

**Department: Civil, Planning, Transportation, Structural**

Principal	\$245.00
Senior Project Manager – Structural	\$225.00
Senior Project Manager	\$215.00
Senior Project Engineer – Structural	\$190.00
Project Manager	\$185.00
Senior Project Engineer	\$165.00
Project Engineer – Structural	\$165.00
Project Engineer	\$155.00
Senior Project Designer	\$140.00
Project Designer	\$130.00
Project Technician	\$110.00
Senior Planner	\$145.00
Planner	\$135.00
Planning Analyst	\$120.00
Administrative	\$80.00

**Department: Land Survey**

Senior Project Manager – Survey, PLS	\$195.00
Project Manager – Survey, PLS	\$170.00
Project Surveyor, PLS	\$155.00
Senior Survey Technician	\$130.00
Survey Technician 3	\$115.00
Survey Technician 2	\$100.00
Survey Technician 1	\$95.00
Administrative	\$80.00
Survey Robotic Services	\$140.00

**Other Services, include:**

Expert Witness	\$310.00
GIS Manager	\$130.00

# 13765.1 - Wheelock School, Medfield

26.1 acres topo, 12/12/2019

## Legend

 26.1 acres



December 12, 2019

Ms. Jessica Bessette, AIA, LEED AP BD+C  
Senior Associate  
Arrowstreet  
10 Post Office Square, Suite 700N  
Boston, MA 02109

RE: Nitsch Proposal #13765.P  
Dale Street Elementary  
Traffic Engineering Services  
Medfield, MA

Dear Ms. Bessette:

Nitsch Engineering is pleased to submit this proposal to you (the Client) for professional traffic engineering services associated with the Dale Street Elementary School in the Town of Medfield (The Town), Massachusetts. The project will be conducted under the control of the Massachusetts School Building Authority (MSBA) Guidelines through the standard "Contract for Designer Services" for a Feasibility Study (MSBA Module 3) and Schematic Design (MSBA Module 4). We understand that the Town intends to focus on exploring two (2) potential sites:

1. The existing Dale Street Elementary School Site; and
2. Land behind the Ralph Wheelock School on Elm Street.

This letter summarizes our scope, assumptions, schedule, and fee.

## **SCOPE OF SERVICES**

The traffic engineering effort includes the following items:

1. Assist the Project Team with the Feasibility Study regarding the traffic related issues;
2. Prepare a Traffic Impact Report consistent with the MSBA general requirements and the requirement of the Town's Planning Board; and
3. Coordinate with the Project Team and the Town on the traffic issues.

## **PHASE I: FEASIBILITY STUDY (MODULE 3)**

The Feasibility Study includes evaluating the existing facilities and developing alternatives of building renovations, additions, or new construction based on the Owner's education program requirements. The study will also include evaluating the site improvements to support the development alternatives. The potential alternative concepts will be narrowed down to a preferred solution that will be further developed during the Schematic Design Phase. Nitsch Engineering will provide the following professional traffic engineering services to support the Feasibility Study:

## **SCOPE OF SERVICES – continued**

### **Task 1: Evaluation of Existing Conditions**

1. Visit the project site to observe the traffic operations and physical characteristics of the roadway system in the immediate vicinity of the school;
2. Observe and document parent pick-up and drop-off activities at the existing school during the morning and afternoon time periods; such data will include number of vehicles arrived, queuing, and time of arrival;
3. Conduct parking inventory and parking occupancy when school is in session;
4. Assemble existing records relating to the school property, access roadways, and traffic controls; and
5. Complete field inventory of roadway and traffic data relative to the traffic analysis of this project.

### **Task 2: Traffic Assessment Report**

1. Prepare a Traffic Assessment Report of the site observations, pick-up/drop-off observations, parking assessment, and traffic-related conclusions and recommendations for each site;
2. Develop supplementary figures to append to the memorandum for use in the overall Feasibility Study; and
3. Meet/Consult with the Architect and the school to coordinate Nitsch Engineering's services.

## **PHASE II: SCHEMATIC DESIGN (MODULE 4)**

After evaluating the existing facilities and developing alternatives of building renovations, additions, or new construction, and site improvements to support the development alternatives, the potential alternative concepts will be narrowed down to the preferred Option. During the Schematic Design Phase, the Site Plan for the selected Option will be further reviewed for optimal circulation.

### **Task 1: Data Collection**

For this task, Nitsch Engineering will collect field information to support the planned analysis and evaluation at the intersections and roadway sections adjacent to the Project site. The data collection will include the following:

1. Perform site visits to observe the traffic operations and physical characteristics of the roadway system; document the existing conditions with notes and photographs; and inventory traffic control devices, traffic circulation, access and egress, sight distance, and adjacent roadways;
2. Conduct Turning Movement Counts (TMCs), inclusive of cars, heavy vehicles, pedestrians and bicycles, at the following four (4) key intersections. The vehicular TMCs will be conducted during typical weekday morning (7:00am – 9:00am) and weekday afternoon (2:00pm – 4:00pm) peak hour;
3. Complete 48-hour Automatic Traffic Recorder (ATR) counts along two (2) key roadways at the preferred site. The counts will be classified to include vehicular traffic, heavy vehicles, and speeds;

### **SCOPE OF SERVICES – continued**

4. Collect available studies and designs of other properties, developed or planned to be developed, within a ½-mile from the proposed site; and
5. Collect accident data for the most recent five (5) years available for each intersection.

### **Task 2: Data Evaluation and Report Preparation**

1. Evaluate the above-listed intersections to determine capacity, Level of Service (LOS), and delays based on existing traffic volumes, and projected traffic volumes for the full occupancy year. For this proposal, we are assuming a 5-year build-out period, but the projection is subject to change based on further client coordination. The evaluation will be completed using SYNCHRO, Version 10, a capacity analysis and simulation software for roadway and intersection capacity studies and coordinated arterials, which is approved by the Town and MassDOT. This software will be useful in the evaluation of intersection congestion and for presentations to non-technically-oriented public audience. It simulates the traffic flow, shows vehicle queuing, and provides qualitative measures such as capacity, LOS, and delays;
2. Assess the project generated impacts which require several steps, as outlined below:
  - Trip generation
  - Trip distribution and assignments
  - Capacity analysis at the key intersections
3. Complete a sight distance analysis to determine if the sight lines at the proposed site driveways meet current State and Federal traffic engineering standards;
4. Complete a crash rate analysis and compare the calculated crash rates with the State's average rates;
5. Prepare traffic volume figures and crash comparison figures;
6. Describe and evaluate the proposed site improvements relative to access/egress, site circulation, parking, and impacts to adjacent roadways and intersections;
7. Compile and organize the above information in a Traffic Impact Report to describe existing and proposed conditions, methodologies of analysis, and provide recommendations and conclusions; and
8. Attend three (3) coordination and/or review meeting/conference calls with the Project Team. Nitsch Engineering can attend additional meetings, if requested and approved by the Client, as Additional Services.

### **Task 3: Public Meetings**

1. Attend four (4) public meetings (Planning Board, School Committee, Building Committee, etc.) for traffic-related assistance; and
2. Coordinate with the project team to address comments received from the public hearing regarding the traffic issues within the public right-of-way.

### **WORK NOT INCLUDED IN THE SCOPE OF SERVICES**

1. Performing an evaluation or analysis of additional intersections not specifically described in this proposal.
2. Providing design services for the installation of traffic signal systems or physical improvements outside of the site.
3. Developing design drawings, specifications, and/or estimates.
4. Preparing any local, State or Federal permits.

### **ASSUMPTIONS**

1. All filing fees and other associated costs will be paid by the Client.
2. Any revisions requested by the Client or other approving authorities after substantial completion of the traffic report will be considered Additional Services.
3. Any revisions to the scope of the project as detailed in this proposal will be considered additional services.
4. The Client will indemnify and hold harmless Nitsch Engineering and its officers, agents, and employees with regard to errors or omissions within documents prepared by others from which information was obtained, in whole or in part, and incorporated into documents prepared by Nitsch Engineering.
5. Printing of plans and specifications for presentations to the Owner or to the Town will be performed by the Client.
6. Nitsch Engineering will evaluate traffic conditions for up to one (1) schematic site layout design.
7. Nitsch Engineering will provide input to the project Landscape Architect during Phase I relative to their preparation of drawings (if necessary). Nitsch Engineering will rely the Client's and/or Landscape Architect's conceptual building and site layout and grading scheme as the basis for preparation of Schematic Drawings.

### **TIME AND MANNER**

Nitsch Engineering is prepared to begin work immediately upon receipt of this executed proposal and documents to be provided by the Client.

**COMPENSATION**

Compensation for the services provided will be in accordance with Nitsch Engineering’s Standard Contract Terms, as attached. The costs including expenses for these services are as follows:

PHASE I: FEASIBILITY STUDY

Task 1: Evaluation of Existing Conditions	\$ 2,500.00
Task 2: Traffic Assessment Report	<u>3,500.00</u>

TOTAL \$ 6,000.00

PHASE II: SCHEMATIC DESIGN

Task 1: Data Collection	\$ 3,000.00*
Task 2: Data Evaluation and Report Preparation	13,000.00
Task 3: Public Meetings	<u>2,500.00</u>

TOTAL \$ 18,500.00

**GRAND TOTAL \$ 24,500.00**

\*The cost for traffic data collection by an outside consultant retained and paid for by Nitsch Engineering is included under this task.

Labor and expenses costs will not be incurred by Nitsch Engineering beyond this estimate without prior written approval from the Client.

**ADDITIONAL SERVICES**

Nitsch Engineering will be compensated for services requested by the Client that exceed the “SCOPE OF SERVICES” outlined herein. Charges for Additional Services will be billed in accordance with the attached Standard Contract Terms or the Standard Contract Terms in effect at the time the services are provided. Additional Services will not be accomplished unless Nitsch Engineering has verbal approval from the Client.

**METHOD OF PAYMENT**

Costs incurred on this project will be billed monthly on a lump-sum basis as outlined in the attached Standard Contract Terms. Payment will be due 10 days after receipt of the invoice.

A retainer will not be required for this contract.

## TERMINATION

Nitsch Engineering reserves the right to revise this proposal should the signed copy not be received by January 13, 2020. This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated by the Client, Nitsch Engineering will be paid for services rendered on the basis of services performed.

If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this proposal, and such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

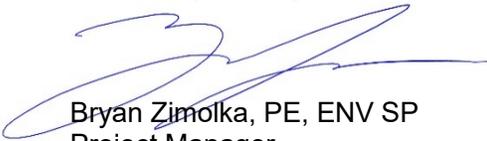
Thank you for requesting this proposal. We look forward to working with you on this project. Should the conditions in this proposal and the enclosed Standard Contract Terms meet with your approval, please sign the Client Authorization section below and return this proposal and the Standard Contract Terms to us for our files.

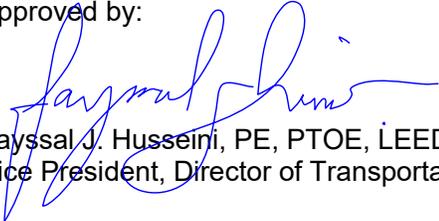
If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.

Approved by:

  
Bryan Zimolka, PE, ENV SP  
Project Manager

  
Fayssal J. Hussein, PE, PTOE, LEED Green Associate  
Vice President, Director of Transportation Engineering

BMZ/mma

Enclosures: Standard Contract Terms

Ms. Jessica Bessette, AIA, LEED AP BD+C: Nitsch Proposal #13765.P  
December 12, 2019  
Page 7 of 7

**CLIENT AUTHORIZATION**

This proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Services under the terms and conditions stated herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2019)**

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between Nitsch Engineering, Inc. ("Nitsch Engineering") and the Client with respect to the performance of the services ("Services") on the project ("Project").

**EFFECTIVE DATE**

This Agreement will become effective upon Nitsch Engineering's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

**1. SCOPE OF SERVICES**

Nitsch Engineering shall perform the Services described in the attached proposal.

If Nitsch Engineering's services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable Nitsch Engineering to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). Nitsch Engineering shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall Nitsch Engineering have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. Nitsch Engineering does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents.

Nitsch Engineering shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. Nitsch Engineering's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. Nitsch Engineering shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other

documents prepared by third parties, including consultants and contractors independently retained by the Client.

**3. STANDARD OF CARE**

The Client and the Owner acknowledge that the Services provided by Nitsch Engineering in this Agreement may require Nitsch Engineering to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, Nitsch Engineering shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. Nitsch Engineering shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

**4. REGULATORY AGENCIES**

Nitsch Engineering shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. Nitsch Engineering will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. Nitsch Engineering may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

**5. CERTIFICATIONS/AFFIDAVITS**

The proposed language of certificates, affidavits or certifications requested of Nitsch Engineering or Nitsch Engineering's consultants shall be submitted to Nitsch Engineering for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of Nitsch Engineering. Nitsch Engineering shall not be required to sign any document(s), that would result in Nitsch Engineering having to certify, guarantee or warrant the existence of conditions Nitsch Engineering cannot ascertain.

**6. INVOICE AND PAYMENT TERMS; SUSPENSION OF SERVICES**

Invoices shall be sent to the Client monthly for the prior month, and payment is due within ten (10) calendar days of the invoice date. If payment is not made within thirty (30) calendar days of the invoice date, the amounts due shall include an interest assessment at the rate of 1-1/2% per month commencing on the 30th day after the date of the invoice. If the Client fails to make payment when due for services and reimbursable expenses, Nitsch Engineering may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Nitsch

Engineering within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Nitsch Engineering shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to Nitsch Engineering. If the Client fails to pay Nitsch Engineering for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

**Remit to address:**

**Check Payments:**

**Nitsch Engineering, Inc.  
Attention: Accounting Department  
2 Center Plaza, Suite 430  
Boston, MA 02108**

**Electronic Payments:**

**ACH and Wire Transfer information will be provided upon request.**

**7. RESTART**

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee will be required to compensate Nitsch Engineering for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment shall be applied to the fee or hourly billings rates, as applicable at the discretion of Nitsch Engineering to cover wage increases and general price escalation.

**8. TERMINATION**

This Agreement may be terminated by the Client or Nitsch Engineering upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to Nitsch Engineering within 30 days from the date of Nitsch Engineering's final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of Nitsch Engineering, the Client shall pay Nitsch Engineering in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by Nitsch Engineering in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

**9. WAIVER OF SUBROGATION**

The Client and Nitsch Engineering and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and Nitsch Engineering shall each require similar waivers from their contractors, consultants, and agents.

**10. INSURANCE**

Nitsch Engineering is protected by Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certificates upon request.

**11. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or Nitsch Engineering. Nitsch Engineering's relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and Nitsch Engineering and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by Nitsch Engineering shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services of Nitsch Engineering without Nitsch Engineering's full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to Nitsch Engineering, and shall not cause a reduction in Nitsch Engineering's previously agreed compensation, and the Client will pay Nitsch Engineering for all Services performed.

**12. BETTERMENT**

If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and Nitsch Engineering or Nitsch Engineering's subconsultants, Nitsch Engineering and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will Nitsch Engineering or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

**13. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the Client agrees to limit Nitsch Engineering's liability to the Client and anyone claiming by, through, or under the Client, for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of Nitsch Engineering's performance of its Services, such that the total aggregate liability of Nitsch Engineering for any and all claims and/or damages of any nature whatsoever, arising out of

the performance of Nitsch Engineering's Services on the Project, whether arising in tort, breach of contract, contractual indemnification, breach of express or implied warrant, or any other theory of liability, shall not exceed \$50,000 or Nitsch Engineering's total fee for Services rendered under this Agreement; whichever is greater.

#### **14. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS**

Nitsch Engineering shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless Nitsch Engineering and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of Nitsch Engineering. Nitsch Engineering may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

#### **15. OWNERSHIP AND USE OF DOCUMENTS**

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by Nitsch Engineering under this Agreement are instruments of service for use solely with respect to the Project ("Documents"). As author, Nitsch Engineering shall retain the ownership and property interest in those instruments of service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if Nitsch Engineering's Agreement has been terminated or Nitsch Engineering otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by Nitsch Engineering for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to Nitsch Engineering or its consultants. The Client accordingly waives all claims and shall defend, indemnify

and hold harmless Nitsch Engineering, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At Nitsch Engineering's sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by Nitsch Engineering, which will entitle Nitsch Engineering to additional compensation to be mutually agreed upon by the Client and Nitsch Engineering.

Further, Nitsch Engineering agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. Nitsch Engineering makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against Nitsch Engineering resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

#### **16. ESTIMATES AND/OR OPINIONS OF COST**

Any estimates or opinions of project or construction costs are provided by Nitsch Engineering on the basis of Nitsch Engineering's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Nitsch Engineering has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by Nitsch Engineering. Similarly, since Nitsch Engineering has no control over building or site operation and/or maintenance costs, Nitsch Engineering cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by Nitsch Engineering.

#### **17. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE**

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay Nitsch Engineering at the Hourly Billing Rates listed in Exhibit A for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify Nitsch Engineering, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client, its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

**18. HOURLY BILLING RATES** Unless stated otherwise in the proposal, Nitsch Engineering's hourly billing rates are included in Exhibit A.

**19. REIMBURSABLE EXPENSES**

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

**20. APPLICABLE STATE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**21. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the forgoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

**22. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner acknowledge the risk to Nitsch Engineering inherent in condominium projects and the disparity between Nitsch Engineering's fee and Nitsch Engineer's potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to Nitsch Engineering in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nitsch Engineering, its officers, directors, employees and subconsultants (collectively, Nitsch Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by Nitsch Engineering's sole negligence or willful misconduct, as found by a court of competent jurisdiction.

**23. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)**

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, Nitsch Engineering and subconsultants, and the contractor if the

maintenance recommendations contained in the Maintenance Manual are not performed.

**24. SERVICES INVOLVING UAVs**

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, Nitsch Engineering's liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. Nitsch Engineering shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. Nitsch Engineering shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. Nitsch Engineering shall not be responsible for alerting the Client to any Images, for any purpose, regardless of any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that Nitsch Engineering shall not be liable for any such disposal. Nitsch Engineering shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images.

In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

**25. DISPUTE RESOLUTION**

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

**STANDARD CONTRACT TERMS**  
**(Version: October 1, 2019)**

**EXHIBIT A**

**Hourly Billing Rates**

The hourly billing rates are subject to change as a result of changes in market conditions.  
The current hourly billing rates are, as follows:

**Department: Civil, Planning, Transportation, Structural**

Principal	\$245.00
Senior Project Manager – Structural	\$225.00
Senior Project Manager	\$215.00
Senior Project Engineer – Structural	\$190.00
Project Manager	\$185.00
Senior Project Engineer	\$165.00
Project Engineer – Structural	\$165.00
Project Engineer	\$155.00
Senior Project Designer	\$140.00
Project Designer	\$130.00
Project Technician	\$110.00
Senior Planner	\$145.00
Planner	\$135.00
Planning Analyst	\$120.00
Administrative	\$80.00

**Department: Land Survey**

Senior Project Manager – Survey, PLS	\$195.00
Project Manager – Survey, PLS	\$170.00
Project Surveyor, PLS	\$155.00
Senior Survey Technician	\$130.00
Survey Technician 3	\$115.00
Survey Technician 2	\$100.00
Survey Technician 1	\$95.00
Administrative	\$80.00
Survey Robotic Services	\$140.00

**Other Services, include:**

Expert Witness	\$310.00
GIS Manager	\$130.00



December 14, 2019

Jessica Bessette  
Arrowstreet  
10 Post Office Square, Suite 700N  
Boston, MA 02109

E: bessette@arrowstreet.com  
P: (617) 623-5555

Re: PEER Proposal – Dale Street Elementary School HazMat  
45 Adams Street, Medfield, MA

Dear Jessica:

In accordance with your request, PEER Consultants is pleased to provide this cost proposal to conduct limited hazmat testing of suspected asbestos containing materials (ACM), and lead in paint, related to the proposed renovations as part of future work at the building on the subject property noted above, in Medfield, MA.

**1. SCOPE OF WORK**

PEER will provide design support for limited suspected ACM sampling of building materials in readily accessible areas only, related to the proposed scope of Work at the subject building. Based on a request from you, our proposed scope may include sampling readily accessible building materials associated with the scope at the building, and preparation of a hazardous materials inspection report, which will summarize the results of our survey.

We understand that you will have access to the building, and that you will arrange/provide us access to representative structure(s) on the proposed date(s) of sampling. We understand that as part of the hazmat investigation, that you may choose to remove building material components on the interior or exterior of the building to determine if suspect ACM may be present, and we assume that you will provide us someone knowledgeable to remove and replace the building material components, as well as provide for a contractor to repair any items related to the building material components. We understand that suspect hazmat samples will be collected in readily accessible areas only, and that additional hazmat areas that will not be able to be sampled at this stage may exist behind walls, above ceilings, beneath floors, in crawl spaces, in confined spaces, and in other non-accessible areas.



In order to preserve the potential integrity of the structures, destructive sampling of suspected building materials, which may impact the historical integrity, structural integrity, or impact health and safety of those occupants or workers present, will not be conducted by PEER during this sampling event. Based on our understanding that at this stage, this is a limited renovation project, we anticipate staffing this project with one person, and conducting the hazardous materials sampling portion of the survey, at the project site, during up to two business days.

**Please inform us in advance whether this study may take place during normal business hours, or whether we will need to make arrangements for sampling during nights, holidays, or the weekend.**

If our understanding of the scope of the project, or any of our assumptions, is different from actual anticipated work, please inform us immediately, and we will make appropriate adjustments to the proposal.

**2. COST**

For the work outlined above, we propose a fee for services as indicated in the following table. The number of samples is estimated; a place holder based on the assumed number of hazardous materials present, and will be billed only for actual samples analyzed (more or less).

Technical Level of Effort	Cost (\$)
<b>Dale Street School, Medfield, MA</b>	
1. Preparation, Hazardous Material Inspection, Sample Chain of Custody Documentation, and Delivery of the Samples to the Analytical Laboratory. [One inspector during two (2) business days. Includes ODCs of mileage and supplies.]	3,472.00
1a. ACM Analysis (assumes 206 samples @ \$15/sample); 2-day TAT	3,090.00
1b. Lead in Paint Analysis (assumes 50 samples @ \$20/sample); 4-day TAT	1,000.00
2. HazMat Summary Report (assumes one hazmat summary report for the building on the subject property)	1,080.00

**3. SCHEDULE**

We can start work as soon as this project is awarded to PEER, and as soon as you can schedule property access and other site support staff for this project.

**4. STAFF RESPONSIBILITY**

Mr. David Gorden will be in charge of the project, and we understand that you will provide general direction and policy decisions on behalf of your organization. Other staff members with appropriate technical backgrounds will participate on this project.



**5. GENERAL PROVISIONS**

Our work for clients is conducted on a confidential basis, and we will treat information received from you or developed by us in accordance with our Established Professional Standards.

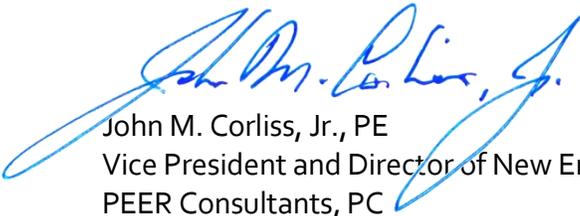
Our work will be on a best efforts basis. We expect that the results will meet the objectives sought, and we have assigned to the work professional personnel having the required skills, experience and competence. Our recommendations and the written material we provide will be our best judgment based upon the information available to us. In any event, our liability for damages arising out of your use of the results of our work or any recommendations we may make shall not be greater than the amount paid to us for the professional services rendered.

Any change in this agreement shall be confirmed in writing. This agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.

**6. ACCEPTANCE**

We appreciate the opportunity to work with you on this important assignment. To authorize us to proceed, please sign and return this proposal to us.

Sincerely,



John M. Corliss, Jr., PE  
Vice President and Director of New England Operations  
PEER Consultants, PC

Accepted for  
Arrowstreet

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

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

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



December 15, 2019

Jessica Bessette  
Arrowstreet  
10 Post Office Square, Suite 700N  
Boston, MA 02109

E: bessette@arrowstreet.com  
P: (617) 623-5555

Re: PEER Proposal – Dale Street Elementary School Limited GeoEnvironmental Sampling  
45 Adams Street, Medfield, MA

Dear Jessica:

In accordance with your request, PEER Consultants is pleased to provide this cost proposal to conduct limited geoenvironmental testing (soil and groundwater) related to the construction of a new school building at a location determined by the Owner, and located in Medfield, MA.

**1. SCOPE OF WORK**

PEER will provide an environmental scientist to collect pre-characterization environmental samples consisting of soil matrix and groundwater matrix concurrent with the development of geotechnical test borings (completed by Others) on the site of the proposed new school structure.

PEER assumes that the geotechnical consultant may choose to drill up to 8 borings over the footprint of the building, and therefore, PEER proposes to collect up to 8 soil samples from the borings, and up to 4 groundwater samples utilizing temporary groundwater wells inserted at the time of the geotechnical boring development.

Based on our assumption that there may be up to 8 geotechnical borings, we anticipate staffing this project with one person, and conducting the soil and groundwater geoenvironmental assessment, at the project site, during up to three business days (assumes 2-3 geotechnical borings per day).

**Please inform us in advance whether this study may take place during normal business hours, or whether we will need to make arrangements for sampling during holidays, or the weekend.**



If our understanding of the scope of the project, or any of our assumptions, is different from actual anticipated work, please inform us immediately, and we will make appropriate adjustments to the proposal.

## 2. COST

For the work outlined above, we propose a fee for services as indicated in the following table. The number of samples is estimated; a place holder based on the assumed number of soil samples or groundwater samples collected, and will be billed only for actual samples analyzed (more or less).

Technical Level of Effort	Cost (\$)
<b>Dale Street School, Medfield, MA</b>	
1. Preparation, Soil and Groundwater GeoEnvironmental Sampling, Sample Chain of Custody Documentation, and Delivery of the Samples to the Analytical Laboratory. [One inspector during three (3) business days. Includes ODCs of mileage and expendable sampling supplies.]	5,620.00
2. Collect eight (8) soil samples for pre-characterization parameters and submit to an analytical laboratory: Volatile Organics, Semi-Volatile Organics, TPH, VPH, EPH, PP13 Metals and Hex Chromium, PCBs, Conductivity, pH, Flash Point, Ignitability, Moisture Content, Reactive Cyanide, Reactive Sulfide. [8 soil samples @ \$920/sample] =	7,360.00
3. Collect four (4) groundwater samples for RGP pre-characterization parameters and submit to an analytical laboratory: Volatile Organics, Semi-Volatile Organics, TPH, VPH, EPH, PCBs, Cyanide, RCRA 8 Metals, Iron, Copper, Antimony, Nickel, Hexavalent Chromium, Total Suspended Solids [4 groundwater samples @ \$785/sample] =	3,140.00
4. Phase 2 Soil and Groundwater Pre-characterization Report as per the activities in Task 1 (electronic deliverable)	2,190.00

## 3. SCHEDULE

We can start work as soon as this project is awarded to PEER, and as soon as you can schedule property access and other site support staff for this project.

## 4. STAFF RESPONSIBILITY

Mr. David Gorden will be in charge of the project, and we understand that you will provide general direction and policy decisions on behalf of your organization. Other staff members with appropriate technical backgrounds will participate on this project.



**5. GENERAL PROVISIONS**

Our work for clients is conducted on a confidential basis, and we will treat information received from you or developed by us in accordance with our Established Professional Standards.

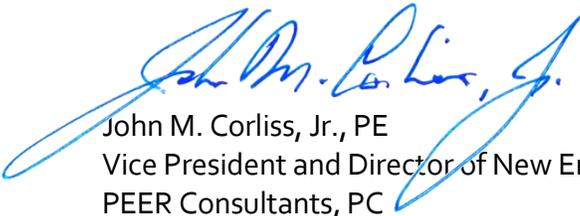
Our work will be on a best efforts basis. We expect that the results will meet the objectives sought, and we have assigned to the work professional personnel having the required skills, experience and competence. Our recommendations and the written material we provide will be our best judgment based upon the information available to us. In any event, our liability for damages arising out of your use of the results of our work or any recommendations we may make shall not be greater than the amount paid to us for the professional services rendered.

Any change in this agreement shall be confirmed in writing. This agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.

**6. ACCEPTANCE**

We appreciate the opportunity to work with you on this important assignment. To authorize us to proceed, please sign and return this proposal to us.

Sincerely,



John M. Corliss, Jr., PE  
Vice President and Director of New England Operations  
PEER Consultants, PC

Accepted for  
Arrowstreet

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

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

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





**Mr. Gus Murby**  
**Chair, Town of Medfield Board of Selectmen**  
**459 Main Street,**  
**Medfield, MA 02052**

Mr. Murby,

As chair of the Town of Medfield's School Building Committee, I hereby respectfully present to the Board of Selectmen the contract for Designer Services for the Dale Street Elementary School Feasibility Study for approval by the Board.

In conjunction with the MSBA and following the MSBA's prescriptive process, I, along with School District Superintendent Dr. Marsden and School Committee representative Leo Brehm, participated in the MSBA's Designer Selection Panel (DSP) at which the team led by Arrowstreet was selected. Along with our Owner's Project Manager, Leftfield LLC, we negotiated a contract for Designer Services to complete the Feasibility Study and Schematic Design phases of the project. It should be noted that it is stipulated by the MSBA that we use their contract and as such, we really can only negotiate fees for design and supplemental services. The MSBA does not allow modifications by municipalities to other clauses within their contract.

As such, the contract was reviewed with the School Building Committee and the SBC voted unanimously in favor of presenting the contract as such:

1. The SBC recommends award of the contract to Arrowstreet, 10 Post Office Square, Suite 700N, Boston, MA 02109 in the amount of \$620,000.
2. The SBC recommends approval of an additional amount, not to exceed \$100,000 for the Supplemental Services on an as-needed basis for services such as:
  - a. Site Survey
  - b. Geotechnical
  - c. Traffic Study
  - d. Haz Mat Survey
  - e. Other supplemental services

It should be noted that these expenditures will be approved through the Board of Selectmen through Amendments upon successful negotiation of the scope of services and fees associated with this work.

Best regards,

Michael Quinlan, AIA  
Chair, Medfield School Building Committee

Attachment A: Contract for Designer Services

**CONTRACT FOR DESIGNER SERVICES**  
**(BASE CONTRACT FOR DESIGN BID BUILD OR CM at RISK PROJECT)**

This Contract is made as of this 10 day of December in the year 2019 between  
the Town of Medfield, 459 Main street, Third Floor  
Medfield, Massachusetts, 02052  
(Owner) (City) (State) (street) (Zip Code)  
hereinafter called "the Owner" and Arrowstreet Inc.  
(Designer)

10 Post Office Square, Suite 700 N, Boston, Massachusetts, 02109  
(street) (city) (State) (Zip Code)  
hereinafter called the "Designer" for the Designer to provide the designer services required to complete the Basic and  
Extra Services described herein at Dale Street Elementary School  
(name/description of Project)

The Designer is authorized to perform the services required by this Contract through the Feasibility Study Phase and, pending receipt of a written Approval to proceed from the Owner, through the Schematic Design Phase. At the Owner's option, the Designer may be authorized to perform services for subsequent design phases and/or the Construction Phases and Completion Phase, at which time a mutually agreed upon amendment to this Contract will be executed between the Owner and the Designer. If the Owner elects to construct the Project using the CM at Risk ("CM-R") construction delivery method pursuant to M.G.L. c. 149A, this Contract shall be amended using the Authority's Standard Amendment for CM-R, as it may be amended from time to time by the Authority. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, this Contract shall be amended using the Authority's Standard Amendment for DBB, as it may be amended from time to time by the Authority.

For the performance of the services required under this Contract for the Feasibility Study Phase and the Schematic Design Phase, and excluding those services specified under Articles 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, and 8.3, the Designer shall be compensated by the Owner for Basic Services in accordance with the Payment Schedule included as Attachment A.

Designer's Project Architect/Engineer: Laurence S. Spang, AIA

The Subconsultants to provide services, either as Basic or Extra Services, to the Designer under this contract may include the following, as identified on the RFS:

	<b>Name of Firm</b>	<b>Name of Principal</b>	<b>MBE/ WBE</b>
Civil Engineering	Nitsch Engineering	David M Conway	WBE
Landscape Architecture	Terraink, Inc.	Jade Cummings	WBE
Structural Engineering	Engineer Design Group	Mehul V. Dhruv	MBE
Fire Protection Engineering	C A Crowley	Marty Vickey	WBE
Plumbing Engineering	C A Crowley	Marty Vickey	WBE
HVAC Engineering	Garcia Galuska & DeSousa	David M. Pereira	
Electrical/Lighting/	Garcia Galuska & DeSousa	David M. Pereira	
Data/Communications	Garcia Galuska & DeSousa	David M. Pereira	

Environmental Permitting	PEER Consultants	John M. Corliss	W/MBE
Geotechnical Engineering	Lahlaf Geotechnical Consulting	Abdelmadjid Lahlaf	MBE
Hazardous Materials	PEER Consultants	John M. Corliss	W/MBE
Cost Estimating	PM&C LLC	Peter Bradley	
Kitchen/Food Service Consultant	Tavares Design Associates	Robert Fogarty	WBE
Laboratory Consultant			
Acoustical Consultant	Cavanaugh Tocci Associates	Lincoln Berry	
Specifications Consultant	Kalin Associates	Mark Kalin	
Library/Media/Audio Visual Consultant	Point Line Space	Peter S. Constable	
Technology Consultant	Acentech	Brian Masiello	
Theatrical Consultant	Acentech	Brian Masiello	
Sustainable/Green Design/Renewable Energy Consultant	Garcia Galuska & DeSousa	David M. Pereira	
Code Consultant	Building Fire & Access	Robert M. Carasitti	
Accessibility Consultant	KMA LLC	Josh Safdie	
Traffic Consultant	Nitsch Engineering	Bryan Zimolka	WBE
Furniture, Fixtures and Equipment Consultant	Point Line Space	Peter S. Constable	
Site Surveying	Nitsch Engineering	Deni R. Seguin	WBE
Security Consultant	Pamela Perini Consulting	Pamela Perini	WBE

IN WITNESS WHEREOF, the Owner and the Designer hereby agree to the terms of the Contract and have caused this Contract to be executed by their respective authorized officers or other authorized representatives.

OWNER

\_\_\_\_\_  
(print name)  
\_\_\_\_\_  
(print title)  
By \_\_\_\_\_  
(signature )  
Date \_\_\_\_\_

DESIGNER

Laurence Spang  
(print name)  
Principal  
(print title)  
By   
(signature)  
Date 10 December 2019 \_\_\_\_\_

**TABLE OF CONTENTS**

**PROJECT DESCRIPTION, FEE AND SIGNATURES .....**

**ARTICLE 1   DEFINITIONS .....**

**ARTICLE 2   RELATIONSHIP OF THE PARTIES.....**

**ARTICLE 3   RESPONSIBILITIES OF THE OWNER.....**

**ARTICLE 4   RESPONSIBILITIES OF THE DESIGNER.....**

**ARTICLE 5   SUB-CONSULTANTS .....**

**ARTICLE 6   COMPENSATION .....**

**ARTICLE 7   BASIC SERVICES.....**

**ARTICLE 8   EXTRA SERVICES .....**

**ARTICLE 9   REIMBURSABLE EXPENSES .....**

**ARTICLE 10  COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS**

**ARTICLE 11  RELEASE AND DISCHARGE .....**

**ARTICLE 12  ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD .....**

**ARTICLE 13  NOTICES .....**

**ARTICLE 14  INDEMNIFICATION .....**

**ARTICLE 15  INSURANCE .....**

**ARTICLE 16  OWNERSHIP OF DOCUMENTS.....**

**ARTICLE 17  STATUTORY REQUIREMENTS.....**

**ARTICLE 18  MISCELLANEOUS .....**

**ATTACHMENT A   PAYMENT SCHEDULE**

**ATTACHMENT B   REQUEST FOR DESIGNER SERVICES (RFS)**

**ATTACHMENT C   M/WBE PARTICIPATION SCHEDULE**

**ATTACHMENT D   LETTER OF INTERNAL CONTROL (DESIGNER)**

**ATTACHMENT E   LETTER FROM CPA ON INTERNAL CONTROLS**

**ATTACHMENT F   FORM OF DESIGNER CONTRACT AMENDMENT**

## **ARTICLE 1: DEFINITIONS**

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

**APPLICABLE LAWS** – All applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government applicable to the Project.

**APPROVAL** -- A written communication from the Owner approving the work of the current Phase, as identified on Attachment A, or authorizing the Designer to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

**AUTHORITY** – Massachusetts School Building Authority or its authorized representative, created by St. 2004, c. 208.

**BASIC SERVICES** – The scope of services to be provided by the Designer under this Contract, unless the Contract is otherwise terminated pursuant to Article 12, as described in Article 7 of this Contract, and as it may be amended pursuant to Article 18.4.

**CERTIFICATE OF FINAL COMPLETION** – The form prescribed by the Authority which contains the certification of the Designer, OPM and the Owner that the Project has reached Final Completion.

**CERTIFICATE OF SUBSTANTIAL COMPLETION** – The certificate prepared by the Designer and approved by the Owner to the effect that the Work has reached Substantial Completion.

**CHANGE ORDER** – A written instrument prepared by the Designer and signed by the Owner, Owner's Project Manager, Contractor or CM at Risk, and Designer, stating their agreement on a change in the Construction Contract Documents, including, but not limited to, a change in the Contract Sum and/or Contract Time, and/or any other specification in the Construction Contract Documents.

**COMMISSIONING CONSULTANT** – A person or firm engaged by the Authority to provide building commissioning services, including advisory services during design and construction.

**CONSTRUCTION CONTRACT DOCUMENTS** – The Construction Contract Documents consist of the Owner-Contractor or Owner-CM at Risk Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Drawings, Plans, Technical Specifications, all addenda issued prior to execution of the Construction Contract, and other documents approved after execution of the Owner-Contractor or Owner-CM at Risk Agreement relating thereto.

**CONSTRUCTION MANAGEMENT AT RISK or CONSTRUCTION MANAGEMENT AT RISK SERVICES or CONSTRUCTION MANAGEMENT AT RISK DELIVERY METHOD or CM at RISK DELIVERY METHOD** - a construction method described in

M.G.L. c. 149A wherein a Construction Management at Risk firm provides a range of preconstruction services and construction management services which may include cost estimation and consultation regarding the design of the building project, the preparation and coordination of bid packages, scheduling, cost control, and value engineering, acting as the general contractor during the construction, detailing the Trade Contractor scope of work, holding the trade contracts and other subcontracts, prequalifying and evaluating Trade Contractors and subcontractors, and providing management and construction services, all at a Guaranteed Maximum Price, which shall represent the maximum amount to be paid by the public agency for the building project, including the cost of the work, the general conditions and the fee payable to the Construction Management at Risk Firm.

**CONSTRUCTION MANAGER AT RISK, CONSTRUCTION MANAGEMENT at RISK FIRM or CM at RISK** – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted pursuant to M.G.L. c. 149A, §§ 6 & 7, to provide Construction Management at Risk Services.

**CONTRACT** – This Contract, inclusive of all Attachments, between the Owner and the Designer; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

**CONTRACTOR OR GENERAL CONTRACTOR** – The person or firm with whom the Owner has contracted pursuant to M.G.L. c. 149, §§ 44A-44M to perform the construction for this Project.

**CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT** – The form prescribed by the Owner which contains the Contractor's or CM at Risk's application or requisition for periodic or final payment for Work performed in accordance with the Construction Contract Documents and the Designer's certificate for payment as approved by the OPM and the Owner.

**DESIGNER** – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity identified as such on page one of this Contract performing architecture, landscape architecture, and/or engineering services under this Contract and which meets the qualifications set forth in M.G.L. c. 7C § 44.

**DESIGNER SERVICES** – The services to be performed by the Designer and its Subconsultants under this Contract including developing and providing all data, designs, drawings, specifications and estimates required for the Project.

**DISTRICT** – see "OWNER."

**EXTRA SERVICES** – Services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services.

**FEASIBILITY STUDY AGREEMENT** – The agreement between the Owner and the Authority that sets forth the terms and conditions pursuant to which the Authority will collaborate with the

Owner in conducting a feasibility study, which agreement shall include the budget, scope and schedule for the feasibility study.

**FEE FOR BASIC SERVICES** – The fee to be paid to the Designer for satisfactorily performing the Basic Services required under this Contract, exclusive of the compensation to which the Designer may be entitled pursuant to Articles 8 (Extra Services) and 9 (Reimbursable Expenses).

**FINAL COMPLETION** – The Work has been completed in accordance with the Construction Contract Documents and the educational specifications, schematic plans and drawings and the Project Funding Agreement approved by the Authority.

**FINAL DESIGN PROGRAM** – A description of the programmatic, functional, spatial, and environmental requirements of the Project in written and graphic form indicating the scope of work and design requirements of the Project.

**GENERAL LAWS** – The Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

**GUARANTEED MAXIMUM PRICE or GMP** - The agreed total dollar amount for the Construction Management at Risk services, including the cost of the Work, the general conditions and the fees charged by the Construction Management at Risk firm.

**GUIDELINES AND STANDARDS** – Documents published by the Authority including regulations and procedures that supplement the tasks of Designers contracting with Owners for projects receiving any funding from the Authority, as they may be amended from time to time by the Authority.

**MATERIALS** – The designs, drawings, project manual specifications, and other materials prepared by the Designer as defined in Article 16.1.

**MBE/WBE** – A minority-owned business (MBE) or a women-owned business (WBE) certified by the Supplier Diversity Office (SDO), formerly the State Office of Minority and Women Business Assistance (SOMWBA).

**NOTICE TO PROCEED** – The written communication issued by the Owner to the Contractor or CM at Risk authorizing him to proceed with the construction contract and establishing the date for commencement of the contract time.

**OWNER** – The entity identified as such on page one of this Contract, or its authorized representative, that is the owner of the property that is the site of the Project, or has or will have exclusive control over the site for at least the duration of the useful life of the school facility that is the subject of the Project, and is responsible for administering this Contract.

**OWNER-CONTRACTOR AGREEMENT or OWNER – GENERAL CONTRACTOR AGREEMENT** – The contract between the Owner and one or more General Contractors and/or

goods or services providers for construction of a whole or part of the Project, including approved change orders.

**OWNER-CM at RISK AGREEMENT** – The contract between the Owner and the CM at Risk, including, but not limited to, the GMP Amendment, for the provision of Construction Management at Risk Services for the Project.

**OWNER'S PROJECT MANAGER or OPM** – The individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other entity with whom the Owner has contracted to perform the Project Management Services for this Project, and who meets the qualifications of M.G.L. c. 149, § 44A ½ and has been approved by the Authority.

**PHASE** – A distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

**PRINCIPALS** – The owner(s) and/or officer(s) of the Designer or Subconsultant who are in responsible charge of the Project.

**PROJECT** – All work that pertains to the study, planning, programming, design, construction, reconstruction, installation, demolition, maintenance and repair, if any, as described in the Project Scope and Budget Agreement and Project Funding Agreement.

**PROJECT ARCHITECT AND/OR PROJECT ENGINEER** – The individual designated by the Designer as its Project Architect or Project Engineer. Such Project Architect or Project Engineer shall be a registered architect, engineer or landscape architect as required by the Request For Designer Services, shall be the person who shall oversee the performance of all services provided on the Project and shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

**PROJECT CONSTRUCTION BUDGET** – That portion of the Total Project Budget that enumerates the cost of constructing the Project inclusive of all designed construction, demolition, and renovation work, all supportive and preparatory construction work required for the Project, the General Contractor or the CM at Risk and all subcontractors, suppliers, materials, equipment, general conditions, insurance, overhead and profit and all other expenditures that are ordinarily considered as construction cost allocations. The Project Construction Budget includes the design contingency,, bidding contingency, and price escalation contingency, as appropriate to the phase of the Project.

**PROJECT FUNDING AGREEMENT** – the Project Funding Agreement described in the 963 CMR 2.02 and executed by the Authority and the Owner.

**PROJECT SCHEDULE** – A complete list of all activities, time and sequence required to complete the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

**PROJECT SCOPE AND BUDGET AGREEMENT** – the Agreement described in 963 CMR 2.10(10) and executed by the Authority and the Owner.

**RECORD DRAWINGS** – The drawings prepared by the Designer and its Subconsultants pursuant to Article 7.10.5 of this Contract which incorporate the design changes made during the construction period and which incorporate information on the marked-up prints, as-built drawings and other data furnished by the General Contractor or CM at Risk and any subcontractors.

**REIMBURSABLE EXPENSES** – Costs and expenses incurred by the Designer that are reimbursable pursuant to the provisions of Article 9 of this Contract.

**REQUEST FOR DESIGNER SERVICES or RFS** – The written document appended hereto as Attachment B specifying various requirements including the project goals and general scope, project site, scope of services, submission requirements, schedule, and construction budget.

**STANDARD OF CARE** – The generally accepted professional standard of care ordinarily used by design professionals performing a similar scope of services in the same geographic area on projects of comparable size and complexity.

**SUBCONSULTANT** – The Subconsultants listed on page 1 of this Contract, together with any additional Subconsultants engaged by the Designer from time to time, which shall be an individual, company, firm, or business having a direct contractual relationship with the Designer, who provides services on the Project.

**SUBCONTRACTOR** – The person or entity having a direct contractual relationship with the Contractor, or CM at Risk who has the contract to perform the construction of the Project, except as otherwise specifically provided or required herein or by Law. Subcontractor when used also means “Trade Contractor” except when otherwise specified.

**SUBSTANTIAL COMPLETION** – The Work, as evidenced by the Certificate of Substantial Completion, is fully complete or substantially complete so that the value of the Work remaining to be done is, in the estimate of the Owner, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first.

**TOTAL PROJECT BUDGET** – A complete and full enumeration of all costs of the Project, as defined in the Project Scope and Budget Agreement or Project Funding Agreement.

**TRADE CONTRACTOR** – a subcontractor having a direct contractual relationship with a Contractor or CM at Risk to perform one or more so-called sub-bid classes of work listed in M.G.L. c.149, §44F, and any other sub-bid classes of work selected by the Owner for the Project in accordance with the provisions of either M.G.L. 149, §44F(1)(a) or M.G.L. c. 149A, §8(a).

**WORK** – The entire construction required to be furnished under the Construction Contract Documents. Work includes performing and furnishing any and all services, obligations, duties,

responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction assigned to, or undertaken by the Contractor or the CM at Risk pursuant to the Construction Contract Documents.

## **ARTICLE 2: RELATIONSHIP OF THE PARTIES**

- 2.1 The Owner's Project Manager shall act as an independent contractor of the Owner in providing certain project management services required for the Project required for the project except where the OPM is an existing public employee of the Owner as described in M.G.L. c. 149, § 149A1/2.
- 2.2 The Designer is solely responsible for providing the design for the Project and for performing in accordance with this Contract.
- 2.3 The Contractor or CM at Risk, as the case may be, shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's or CM at Risk's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor or Owner - CM at Risk Agreement. The Designer shall be responsible for the Designer's negligent acts or omissions but shall not have control over or charge of acts or omissions of the Contractor or CM at Risk, Subcontractors, or the agents or employees of the Contractor or CM at Risk or Subcontractors, the Owner's Project Manager, the Authority or its Commissioning Consultant or other technical consultants.
- 2.4 Nothing in this Contract shall be construed as an assumption by the Designer of the responsibilities or duties of the Contractor or CM at Risk or the Owner's Project Manager. It is the intention of the parties that the Designer's services shall be rendered in a manner compatible with and in coordination with the services provided by the Owner's Project Manager and the Commissioning Consultant. It is not intended that the services of the Designer and the Owner's Project Manager or the Commissioning Consultant be competitive or duplicative, but rather complementary. The Designer shall be entitled to rely upon the Owner's Project Manager, Commissioning Consultant and Contractor or CM at Risk for the proper performance of their obligations pursuant to their respective contracts with the Owner.

## **ARTICLE 3: RESPONSIBILITIES OF THE OWNER**

- 3.1 The Owner shall have the right to approve the Designer's work.
- 3.2 The Owner shall designate an individual who shall have the authority to act on behalf of the Owner under this Contract and who shall be responsible for day-to-day communication between the Owner and the Designer.
- 3.3 Upon satisfactory completion of services performed, the Owner shall make payments to the Designer as provided in Articles 6, 7, 8 and 9, 10 and 11.

- 3.4 To the extent such data is available, the Owner shall furnish to the Designer existing surveys of the site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs, reports and utility information. The Designer shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished to the Designer under this Article 3.4 and under Article 4.11, provided that the Designer shall coordinate its services with the services of the Owner's consultants and shall notify the Owner in writing of any deficiencies in such data of which the Designer becomes aware.
- 3.5 Except as otherwise provided in this Contract, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor or CM at Risk and the Designer's consultants through the Designer about matters arising out of or relating to the Construction Contract Documents. The Owner shall promptly notify the Designer of any direct communications that may affect the Designer's services.
- 3.6 The Owner shall provide the Designer access to the Project site prior to commencement of the Work and shall obligate the Contractor or CM at Risk to provide the Designer access to the Work wherever it is in preparation or progress.
- 3.7 If the Owner requests the Designer to execute any certificates that are not readily available as of the effective date of this Contract, the proposed language of such certificates shall be submitted to the Designer for review at least 14 days prior to the requested dates of execution. The Designer shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Contract.
- 3.8 The Owner shall deliver to the Designer in a timely manner written copies of all Approvals required by this Contract. If Approval is withheld, the Owner shall notify the Designer in a timely manner in writing why such Approval is being withheld.
- 3.9 The Owner shall not unreasonably withhold, delay, condition, or deny any approval, acceptance, or consent required under this Contract, including any Approval.

#### **ARTICLE 4: RESPONSIBILITIES OF THE DESIGNER**

- 4.1 The Designer shall perform the Designer Services in accordance with the requirements of this Contract, and in accordance with the Standard of Care. The Designer shall exercise due care and diligence in the rendition of all services under this Contract in accordance with such professional standards and shall exercise the Standard of Care to provide the services required under this Contract in conformity with all Applicable Laws.
- 4.2 The Designer shall be responsible for the Designer Services including any changes to such Services that may be required in accordance with this Contract. The Designer shall furnish appropriate competent professional services for each of the Phases in accordance with the Standard of Care. Any changes, corrections, additions or deletions requested by the Owner and the Authority shall be incorporated into the design of the Project unless detailed objections thereto are issued in writing by the Designer, subject to Article 8.2.2. Nothing

herein shall be construed as an assumption by the Owner or the Authority of the responsibilities or duties of the Designer.

- 4.3 The Designer Services shall be performed as expeditiously as is consistent with orderly progress of the work, consistent with the agreed upon project design schedule as established under Article 7.4.2 and as it may thereafter be amended by the parties from time to time. In the event of delays due to causes outside of the Designer's control, the project design schedule may be extended as necessary, and Designer's compensation may be equitably adjusted pursuant to Article 6.6 to the extent that Designer incurs additional direct costs caused by the delay. Time is of the essence for the duration of this Contract.
- 4.4 The Designer shall provide the scope of services required by this Contract, as described in more detail in the RFS and Attachment A.
- 4.5 The Designer shall comply with the terms and conditions of all project agreements executed between the Owner and the Authority and any and all administrative directives issued by the Authority, now in effect or hereafter promulgated during the term of this Contract, without any additional compensation, that are applicable to Designer's Services under this Contract and that have been provided or are readily available to Designer prior to such Services being performed. The Owner shall reasonably compensate the Designer for complying with any term or condition of a project agreement executed between the Owner and the Authority or any administrative directive issued by the Authority, that was not provided to or was not readily available to the Designer prior to such Services being performed and that materially impacts the Designer's scope or other aspect of its Services, Fee, schedule, or any obligations and responsibilities under this Contract.
- 4.6 The Designer acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Designer's team, including Subconsultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into in reliance on the Designer's representation that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Subconsultants, listed on pages 1-2 of this Contract, shall take place without the prior written approval of the Owner and the Authority, except when necessitated by causes beyond the Designer's control (such causes shall include if an individual leaves or is no longer associated with the Designer's firm). If the Designer proposes to replace one of the members of the Designer's team, the Designer shall propose a person or consultant with qualifications at least equal to the person or firm the Designer proposes to replace. The Owner and the Authority shall have the right to approve any substitution or replacement or change in status for the persons or Subconsultants listed on page 1-2 of this Contract and such approval shall not be unreasonably withheld. At the request of the Owner, the Designer shall consult with the Owner to resolve any situation in which the Owner determines that a member of the Designer's team is failing to perform services in an acceptable manner to the Owner. The Owner shall have the right to direct the removal of any such person or consultant. The Owner shall work in good faith with the Designer to resolve any material problems identified by the Owner in writing regarding performance of the Designer's obligations under this Contract. No act or omission of the Owner or the Authority made or permitted under this Article shall relieve the Designer of its responsibility for the performance of the services specified in this Contract.

- 4.7 The Designer shall compile and distribute a job directory which includes all names, addresses, phone and fax numbers, and e-mail addresses of the representatives of the Designer and their Subconsultants. This shall be distributed upon commencement of the services, and shall be updated and redistributed as project participants and/or contact information change.
- 4.8 The Designer shall employ at all times adequate professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely performance of the obligations of the Designer. The Designer shall acquaint its employees and Subconsultants with all provisions of the General Laws governing public construction projects, including but not limited to M.G.L. c. 149, M.G.L. 149A, and M.G.L. c. 30, that are relevant to the performance of Designer's obligations under this Contract. When directed by the Owner, the Designer shall fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Designer and its employees and of any Subconsultants and their employees in accordance with the provisions of M.G.L. c. 71, § 38R, M.G.L. c. 6, §§ 167-178B (the so-called CORI Law), any other applicable law, and District policy. All contracts between the Designer and each Subconsultant shall include appropriate provisions requiring the Subconsultant to fully cooperate with the Owner in obtaining the Criminal Offender Record Information (CORI) of the Subconsultant and its employees as aforesaid.
- 4.9 The Designer shall be and shall remain liable to the Owner for all damages incurred by the Owner as a result of the failure of the Designer or its Subconsultants to perform in conformance with the terms and conditions of this Contract.
- 4.10 Design Within the Project Construction Budget
- 4.10.1 The Designer shall prepare cost estimates for the Project as described in Article 7 of this Contract or at more frequent intervals as required in the RFS. Unless otherwise specified in the RFS, the cost estimates shall be considered Basic Services and the Designer is not eligible for any additional compensation for preparing the same. The format for cost estimates shall be in accordance with the requirements of the Authority.
- 4.10.2 The Designer shall produce a design for the Project meeting the requirements of the scope of work described in the RFS to be constructed within the Project Construction Budget, provided that the Designer shall be permitted to recommend to the Owner such adjustments to the Project's design, consistent with the Project Funding Agreement, as the Designer reasonably believes may be required to adhere to the Project Construction Budget. In the event the Designer's cost estimate for the Project (as reconciled in accordance with the provisions of this Contract) exceeds the Project Construction Budget, the Owner may require the Designer to revise the design, drawings and specifications to keep the cost estimate for the Project within the Project Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions to contain costs within the Project Construction Budget.
- 4.10.3 In a Project constructed pursuant to M.G.L. c. 149, §§ 44A-M, if the Project Construction Budget is exceeded by the lowest bona fide, responsible bid by any

amount, the Owner shall direct the Designer to review and compare the Project Construction Budget with the bids received to identify the variances. Upon completion of this review and submission of the Designer's report to the Owner and Authority, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to revise the Final Design Program, Project scope and quality as required to reduce the estimated construction costs to be within the Project Construction Budget, in accordance with Article 4.10.5 of this Contract; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget; or
- (c) authorize rebidding of the Project within a reasonable time; or
- (d) terminate this Contract in accordance with Article 12.3; or
- (e) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.4 In a Project constructed pursuant to M.G.L. c. 149A, the Designer shall be responsible for managing the design of the Project to stay within the Project Construction Budget. If the GMP proposal submitted by the CM at Risk exceeds the Project Construction Budget, the Designer shall review and compare the Project Construction Budget with the GMP proposal submitted by the CM at Risk to identify the variances. Upon completion of this review, if directed by the Owner, the Designer shall assist the Owner in negotiating a GMP within the Project Construction Budget in accordance with Article 7.7.9. If a GMP cannot be successfully negotiated between the Owner and the CM at Risk within the Project Construction Budget, the Owner shall, with the approval of the Authority:

- (a) direct the Designer to participate with the Owner, OPM, and CM at Risk in design reviews and revise the design, including appropriate revisions to drawings and specifications, as necessary in order to reach an agreement on a GMP within the Project Construction Budget; in accordance with Article 4.10.5; or
- (b) give written approval to the Designer of an increase in the Project Construction Budget and resume negotiating a GMP with the CM at Risk; or
- (c) terminate this Contract in accordance with Article 12.3; or
- (d) implement any other mutually accepted alternative that the Owner and the Designer may agree on.

4.10.5 (a) If the Owner chooses to proceed under Article 4.10.3(a) or 4.10.4(a), the Designer and its Subconsultants, without receiving additional compensation, except if fewer than three bona fide, responsible bids were received (in the case of a Project constructed pursuant to M.G.L. c. 149, §§ 44A-44M) or (in the case of a Project

constructed pursuant to G.L. c. 149A) if fewer than three bona fide responsible Trade Contractor or so-called non-trade contractor bids for each category of work were received, or if 4.10.5(b) and/or (c) applies, shall cooperate in revising the designs, drawings and specifications as may be required to reduce or modify the quality or scope or both, of the Project so that they will comply with the Project Construction Budget as approved at the conclusion of the Construction Documents Phase or as amended. Any changes to the educational program or the approved space summary shall be subject to the written approval of the Authority. Upon completion of these revisions, the Designer shall also be required to produce a revised cost estimate demonstrating that the estimated cost of the Project does not exceed the Project Construction Budget. Revising the designs, drawings, and specifications and updating the cost estimate shall be the sole obligation on the part of the Designer with respect to 4.10.3(a) or 4.10.4(a); (b) If the Owner elects to proceed with revisions that significantly increase the complexity either of the Construction Contract Documents themselves or the Construction Administration Phase services that the Designer will have to provide, then the Designer shall be entitled to an equitable adjustment in its Fee to reflect the impact on its services; (c) If the bid or proposal referenced in 4.10.3 or 4.10.4 above was submitted on a date that is more than three (3) months after approval of the Construction Contract Documents then such revisions shall be Extra Services.

4.10.6 The Designer must receive written approval of the Owner and the Authority before the Project Construction Budget shall be considered amended.

4.11 Additional Tests and Surveys: The Designer shall be responsible for reviewing the surveys, investigations, testing and reports completed by the Owner and as provided under Article 3.4, and determining the types of additional or expanded surveys, investigations, or testing required for the Project. Such services shall be provided by qualified specialty Subconsultants as necessary. Both the types of services and the Subconsultants shall be approved by the Owner. In the event that the Designer employs the services of a Subconsultant to provide such services, the Designer shall employ such Subconsultants who have the professional liability insurance coverage described in paragraph 15.8.1 covering such services, to the extent that such insurance coverage is generally available to Subconsultants. The Designer shall, upon the Owner's written request, assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 8 – Extra Services unless such services are specifically included as Basic Services in the RFS. Such services may include but need not be limited to:

4.11.1 Site surveys;

4.11.2 Structural tests and materials tests;

4.11.3 Geotechnical and geoenvironmental investigations and reports, including existing buildings hazardous material reports, boring tests, test pits, observation wells, testing and chemical analysis of site substrate conditions;

4.11.4 Traffic studies.

## **ARTICLE 5: SUBCONSULTANTS**

- 5.1 The Designer may engage Subconsultants, subject to the prior written approval of the Owner and subject to Article 9.3, in order to perform services under this Contract. If Subconsultants are engaged, the person responsible for, and in control of, the Subconsultant services to be provided must be professionally registered or licensed in Massachusetts in the necessary disciplines for the services if such registration or licensing is required under the applicable General Laws. The engagement of Subconsultants shall not in any way relieve the Designer from its duties and responsibilities for its work, including, without limitation, coordinating all Designer Services furnished under this Contract by the Subconsultants.
- 5.2 Upon request, the Designer shall provide the Owner with copies of its agreements with Subconsultants, including any amendments thereto and copies of the Subconsultant's applicable certificates of insurance.
- 5.3 No substitution of Subconsultants and no use of additional Subconsultants or assignment of services shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

## **ARTICLE 6: COMPENSATION**

- 6.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 8 and 9, the Designer shall be compensated by the Owner in the amounts specified in Attachment A as that Fee may be amended by written amendment to this Contract.
- 6.2 When the Designer receives payment from the Owner, the Designer shall promptly make payment to each Subconsultant whose work was included in the work for which such payment was received unless payment has been theretofore made. The Owner shall have the contractual right to investigate any breach of performance of a Subconsultant and to initiate corrective measures it determines are necessary and in the best interest of the Owner. All contracts between the Designer and its Subconsultants shall include a provision in which the Owner's rights to initiate corrective action shall be stipulated.
- 6.3 Payment Schedule
  - 6.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each Phase. The amount of fees attributable to each Phase shall be as set out in the schedule in Attachment A. Payment for approved Reimbursable Expenses and/or Extra Services shall be made monthly upon receipt of an approved invoice from the Designer.
  - 6.3.2 The Owner shall make payments to the Designer within 30 days of the Owner's approval of an invoice from the Designer. The Owner's payment for any services provided under this Contract shall not be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of performance of the Contract. The Owner shall not withhold payments to offset costs alleged to have been incurred by the Owner on account of allegedly negligent acts, errors or omissions unless the Designer agrees or has been found liable for specific amounts in a binding agreement or court judgment, or unless the Designer fails to maintain the professional

liability insurance required under paragraphs 15.7.1 and 15.7.2. The Owner may withhold approval of invoice items the Owner reasonably believes have not been performed in accordance with this Contract, including adjustments to payment amounts in instances where required submittals to the Authority may be found to be missing or incomplete. If Owner and Designer continue to disagree, the disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b).

#### 6.4 Installment Payments During Construction

6.4.1 During the construction Phase, the Designer shall be paid the Fee for Basic Services stipulated in Attachment A.

6.4.2 Payments to the Designer during the construction Phase shall be made in equal monthly installments for the duration of the construction Phase. The amount of each payment shall be determined by dividing 95% of the fee for Construction Phase/Final Completion as stipulated in Attachment A by the number of months between the Notice to Proceed and the scheduled issuance of the Certificate of Substantial Completion as indicated in the Project Schedule as approved by the Owner. The Designer shall be entitled to Extra Services in accordance with Article 8.3 should the Project be delayed beyond the 60-day period described in Article 8.3 for reasons beyond the control of the Designer.

6.5 Final Installment: The Designer shall be paid the unpaid balance of the fee for Construction Phase/Final Completion as stipulated in Attachment A (as that fee may be amended), upon compliance with the following requirements:

6.5.1 Approval of the Certificate of Final Completion of construction (such Certificate to be in the form developed by the Authority). In cases where a Certificate of Partial Release of Retainage is approved, the Designer shall be paid up to an amount commensurate with the percent of retainage released until a Certificate of Final Completion is approved; and

6.5.2 Delivery by the Designer to the Owner of the Record Drawings required by this Contract; and

6.5.3 Verification of payment to MBE/WBE Subconsultants or Subconsultants identified on Attachment C and as required by Article 17.4; and

6.5.4 A written evaluation of the General Contractor or CM at Risk by the Designer from which the Owner shall be able to complete its submission of the Contractor Evaluations as required by M.G.L. c.149 § 44D(7).

6.5.5 In the event that the Designer is unable to comply with items 6.5.1 and 6.5.2 above due to reasons beyond the Designer's control, as determined by the Owner, Final Installment shall not be unreasonably withheld or delayed beyond 60 days after the date of Substantial Completion, provided that the Designer has complied with all other requirements.

## 6.6 Substantial Change

- 6.6.1 If there is a substantial change in the services described in the RFS to be provided by the Designer under this Contract, the Designer and the Owner will mutually agree to a written amendment describing the services and an amended Fee for Basic Services to reflect the change and reasonable cost of such change. Such changes shall be designated on Attachment F and shall be executed by the Designer and the Owner.
- 6.6.2 Should the Designer and the Owner be unable to negotiate a mutually acceptable amendment to the Fee for Basic Services when there has been a substantial change in the specified services, the Owner shall unilaterally and promptly determine, in good faith and supported by a written explanation in sufficient detail, a reasonable maximum dollar amount for the services as amended and process payments to the Designer subject to said maximum amount, until an amendment to the Fee for Basic Services for such change is set by later agreement between the parties, provided, that the Designer's acceptance of such payments shall not be considered a waiver by the Designer of its right to pursue a claim for additional compensation related to the change in services, and provided that such disagreement shall be immediately submitted to mediation in accordance with paragraph 18.5(b). In no event shall the Designer stop work under this Contract due to a disagreement with the Owner regarding an amendment in the Designer's Fee for Basic Services, provided that the Owner complies with its payment obligations under this Article 6.6.
- 6.6.3 Notwithstanding the foregoing, the amendment to this Agreement described in paragraph 7.4.8 shall be negotiated and executed by both parties prior to the start of the subsequent Phase.

## **ARTICLE 7: BASIC SERVICES**

- 7.1 The Designer shall discuss with the Owner and the Authority the requirements for each Phase before beginning work on that Phase.
- 7.2 The Owner and the Authority will promptly review and approve the Designer's submittals. Upon completion of its review, the Owner shall promptly and in writing:
- (a) approve the submittal as made; or
  - (b) approve that part of the submittal that is acceptable and reject the remainder; or
  - (c) reject the submittal; or
  - (d) require the Designer to submit additional information or details in support of its submittal.
- 7.2.1 The description of Designer Services required during the various Phases as described in the RFS and hereinafter may include specification of the number of submittals the Designer will be required to make and estimates of the approximate number of meetings that the Designer will be required to prepare for and attend during each Phase.

- 7.2.2 As a part of Basic Services, the Designer shall provide six copies of each submittal to the Owner; two copies of each submittal to the Authority, and, if the Owner elects to proceed with the CM at Risk construction delivery method, one copy of each submittal to the CM at Risk. Drawings submitted to the Authority shall be reproduced at half full size. A graphic scale shall be placed upon all such drawings prior to construction documents phase submittals. If the Designer is required to make submittals in excess of the number specified or if the Designer is required to prepare for and attend meetings in excess of the number specified for a Phase, the Designer shall be entitled to compensation for Extra Services, provided, however, that the Designer shall not be entitled to such compensation if and to the extent the Owner or the Authority shall have reasonably determined that the additional submittals or the additional meetings were required due to either the Designer's lack of preparation, or other fault due to deficiencies or omissions in documents prepared by the Designer.
- 7.2.3 All document submittals shall be in the form of neatly bound printed material, and delivered to the location or locations as indicated by the Owner and Authority. One or more document submittal components may be submitted in an approved electronic format, subject to specific authorization by the Owner and/or Authority.
- 7.2.4 Electronic Submittals: In addition to all other submittals called for by this Article 7 and elsewhere in the Contract, including but not limited to hard copies and reproducible of all submittals, the Designer shall submit two (2) electronic copies on compact disks for all required submissions of Deliverables called for by this Contract ("Electronic Submittals"). All Electronic Submittals shall be deemed to be Materials that are subject to all provisions of Article 16. The Electronic Submittals shall be provided on CD electronic format as approved by the Owner and Authority and as follows:
- (a) All drawings shall be provided in standard AutoCAD software (release number and version to be established at time of contract execution) or in a compatible electronic CADD (.dxf) format or other industry-standard format as approved by the Owner and acceptable to the Authority. Electronic file naming convention shall be acceptable to the Owner and the Authority.
  - (b) All other documents shall be provided in pdf format, Microsoft Word, Excel, Project, or PowerPoint, as applicable to the particular submittal.
  - (c) All submittals shall be labeled identifying project name and number, file name, drawing title, software and release, and layering system.
  - (d) The Owner reserves the right to require the Designer to provide all electronic media as may be required at any time during the duration of this Contract due to technology upgrades and/or changes to the electronic systems used by the Owner or Authority, provided that if such requirement demands that the Designer

purchase new software or train existing employees for the application of media or software such costs shall be a Reimbursable Expense but only to the extent that such purchase of new software or training of existing employees is unique or exclusive to the particular requirements of the Owner or the Authority for this particular Project.

- (e) The Designer's compliance with the terms of this Article shall be performed as part of the Basic Services under the Contract, and the Designer shall not receive any additional compensation for providing the Electronic Submittals, (including but not limited to conversions or copies of software), except as specified herein. The Designer shall not be responsible for any use of Electronic Submittals on hardware or software for which it was not intended. Creation of a Building Information Model is excluded from the definition of Electronic Submittals; if the Owner requests the Designer to create such a Model, the parties shall execute a separate agreement and Designer shall receive Extra Services for its creation.

7.2.5 In reviewing and preparing all documents for evaluation as part of the Feasibility Study and/or any other design phase for which the Designer may be authorized, the Designer shall determine gross area and net areas in the following manner in order to maintain uniformity in computation and consistency of both gross and net square foot areas of buildings:

Gross Area: The area included within the outside faces of the exterior walls for all stories. Custodial areas such as janitor closets, building maintenance and building employees' locker rooms, circulation areas such as corridors, lobbies, stairs, and elevators, and mechanical areas such as those designated to house mechanical and electrical equipment, utility services, and non-private toilets shall be considered as part of the gross area, but not part of the net area.

Net Areas: In general, those areas which have a specific assignment and functional program use as determined by the facility, including, but not limited to, areas such as cafeterias, auditoriums, libraries, administrative and classrooms. These shall be measured from the inside finish of permanent outside walls to the inside finish of corridor walls, and to the inside finish of intermediate partitions.

### 7.3 Feasibility Study Phase:

- 7.3.1 The Designer shall familiarize itself with the Authority's Guidelines and Standards for feasibility studies that further specify the work to be performed by the Designer during this Phase and shall perform its Feasibility Study Phase services in accordance with such Guidelines and Standards and the provisions of this Contract. The Designer shall meet with the Owner to arrive at a mutual understanding of the

requirements of the Feasibility Study. The Designer shall submit a proposed work plan including anticipated tasks and submittals.

7.3.2 The Owner is required to ascertain the Authority's input and approval throughout the study process; therefore, the Designer shall develop and prepare the documentation required by the Feasibility Study to assist the Owner in securing the Authority's concurrence and/or approval at the following milestones before proceeding to the next milestone (Note that some of the approvals to move to the next milestone require a vote of the Authority's Board of Directors):

- (a) Preliminary design program;
- (b) Budget Statement for Educational Objectives, as defined by 963 CMR 2.02;
- (c) Development of alternatives to be studied;
- (d) Preliminary evaluation of alternatives;
- (e) Final Evaluation of Alternatives;
- (f) Recommendation to the Authority's Board of Directors of the preferred alternative that will be advanced to schematic design.

7.3.3 The Designer shall cooperate with the Owner and the Authority to define and develop a few reasonable, educationally sound, cost effective, and practical solutions for the Owner and Authority's evaluation that satisfy the Owner's educational program requirements that were provided by the Owner to the Designer. The alternatives considered shall address the following as a minimum:

- (a) Analysis of school district student school assignment practices and available space in other schools in the district; and
- (b) Tuition agreements with adjacent school districts (per M.G.L. c.70B §8); and
- (c) Rental or acquisition of existing buildings that could be made available for school use. (per M.G.L. c.70B §8); and
- (d) Renovation and/or addition to existing building(s) and related facilities or fields, if appropriate to the Project; and
- (e) No-build or status quo option, to be used as a benchmark for comparative analysis of all other alternatives; and
- (f) In some cases, it may also be appropriate to consider construction of new building and the evaluation of potential locations.

7.3.4 Feasibility Study submittals shall be provided pursuant to Article 7.2.2 and shall be subject to the written Approval of the Owner.

- 7.3.5 The Designer shall present and explain the Feasibility Study to the Owner and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.
- 7.3.6 The Designer shall meet with the Owner every other week during this Phase.

#### 7.4 Schematic Design Phase

- 7.4.1 Upon receipt of an Approval to proceed to Schematic Design Phase, the Designer shall meet with the Owner to arrive at a mutual understanding of the requirements of the Final Design Program approved in writing by the Owner and the Authority.
- 7.4.2 The Designer shall submit a proposed design work plan pursuant to this Contract including anticipated tasks and submittals. The Designer shall also submit to the Owner a proposed schedule consistent with any Project Schedule included in the RFS (Attachment B) modified as required by any subsequent schedule changes or delays outside of Designer's control. The schedule shall contain dates for submittals, deliverables, actions, milestones, design workshops, meetings and the critical path through all design service activities. It shall include time for the Owner's and the Authority's review and approval of submittals and for necessary submissions for permits in connection with the Project. The work plan shall also include a work plan schedule of values consistent with Attachment A, which shall be the basis for which payments of the Fee for Basic Services within each Phase shall be made. The work plan schedule of values shall identify deliverables within each Phase and percentages of the phase fee payable upon completion of such deliverable. When approved by the Owner as provided in Article 7.4.8, the work plan schedule of values shall govern the timing of payments of the Fee for Basic Services upon completion of deliverables within each Phase and as each Phase progresses.
- 7.4.3 The Designer shall: Prepare a preliminary evaluation of the Recommended Preferred Solution from the Feasibility Study, the Final Design Program, and Proposed Total Project Budget; collect and study all available drawings, reports, maintenance reports, and other existing data pertaining to the Project; conduct a thorough on-site review of conditions relating to the Project; assure that the "Recommended Preferred Solution" complies with all applicable codes and regulations, including any special design standards supplied by the Authority and its Commissioning Consultant; and meet with local building officials to identify and confirm applicable standards, codes and any project specific criteria.
- 7.4.4 The Designer shall develop the Recommended Preferred Solution to a full schematic design level. Schematic design level documentation shall be based on the Final Design Program, shall incorporate Owner and Authority comments and shall include each of the following, to the extent applicable to the Recommended Preferred Solution:
  - (a) Traffic Analysis - analyze the impact of anticipated vehicular and pedestrian traffic, including impacts to existing infrastructure, to determine efficient and safe site access.

- (b) Environmental and Existing Building Assessment – Provide additional site and building assessments as may be required to quantify presence of unsuitable materials and scope of possible remediation efforts.
- (c) Geotechnical and Geoenvironmental Analysis – Provide additional geotechnical analysis as may be required to describe soil conditions, remediation requirements and appropriate foundation.
- (d) Program Analysis - a space measurement analysis for the design which shall verify that the sum of all program floor areas plus all other floor areas equal the gross floor area of the Final Design Program.
- (e) Code Analysis – Determine the impact of all applicable federal, state, regional and local codes, regulations and ordinances, including a listing of permitting and other regulatory filing requirements.
- (f) Utility Analysis – Determine the availability and capacity of all required building utilities. Provide soils analysis and preliminary design for on-site septic/sewage treatment facilities, if required.
- (g) Massing Study – an analysis of the building’s integration into its surroundings and neighborhood with drawings, models, or photographs.
- (h) MA-CHPS or LEED-S Scorecard – Pursuant to the Authority’s Sustainable Building Design Guidelines complete a MA-CHPS or LEED-S for Schools Scorecard and describe sustainable design features and each high performance green school prerequisite and credit included in the proposed design and a plan for implementation or inclusion of any appropriate public utility energy conservation design programs.
- (i) Accessibility - an analysis of the design's compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board requirements (MAAB).
- (j) Building Systems Descriptions – Describe in narrative and on schematic plans basic information relative to:
  - 1. Building Structure - a written narrative of the design approach to the structural systems including discussion of the feasible options for foundations and superstructure as well as treatment of special situations such as unusual soils conditions or long spans.
  - 2. Plumbing and HVAC - written narratives of the basic systems and proposed fuel source(s) and a preliminary life cycle cost analysis pursuant to the criteria of M.G.L. c. 149 § 44(m). Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as boilers, water heaters, cooling towers, chillers, air handling

units, heat recovery units, exhaust stacks, and special systems (e.g. fume exhausts).

3. Fire Protection - written narratives of the basic systems and design criteria. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as fire pumps, standpipes, and fire department connections.
  4. Electrical (including power, lighting, communications, fire alarm, video/CATV, security/surveillance) - written narratives of the proposed electrical and communications systems resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts and the location of major equipment items such as switchgear, standby generator, and control centers/panels.
  5. Information Technology - written narratives of the proposed information technology system resources, needs, and proposed scope. Provide schematic plans indicating basic distribution concepts, and location of major equipment items such as switches and hubs.
- (k) Outline specifications in accordance with applicable CSI Divisions that clearly define the scope of construction, identify the sub-trades pursuant to M.G.L. c. 149 § 44F, establish the quality of materials, finishes, products, equipment and workmanship, and the special or unique conditions of construction.
- (l) Project Schedule - Provide a reasonable level of design-related input to the OPM such that the OPM can prepare a draft schedule for the proposed project for the Owner in the form of a graphic representation (Gantt Chart) of the duration of all tasks, activities and phases of the design and construction processes against the progression of time up to a proposed occupancy date. Dependencies between activities and tasks will be delineated. Individual tasks and activities will be rolled up to the major project milestones. Provide input to the OPM regarding priority actions and activities that may have a major impact on the schedule. The OPM, not the Designer, is responsible for preparing and maintaining the draft and updated project schedule document, except as it pertains to the project design schedule developed under Article 7.4.2.
- (m) Construction cost estimate - in Unifomat II Level 3 format with aggregated unit rates and quantities supporting each item. If independent cost estimates are prepared for the Owner by the OPM in this or subsequent phases, then the Designer shall work with the OPM to resolve such any differences in a cost reconciliation process and shall involve any relevant parties in such process.
- (n) Siting analysis, including content, traffic and access, topographic and utilities recognition.

- (o) Site Development Plan – Site plan shall be at a minimum scale of 1 inch equals 40 feet and include property lines with bearings and distances, building setbacks, site acreage, wetlands information, proposed and existing topography, proposed and existing buildings and site features, floor and roof elevations for all buildings, proposed and existing utilities and utility connections, and emergency equipment access.
- (p) Schematic Building Floor Plans of all floors and roof at a minimum scale of 1/16" = 1'-0" showing all elements of the building including overall dimensions, gross square footage of each floor and net square footage of each space, response to functional requirements of program, major and minor access, circulation, and room data sheets.
- (q) Schematic Exterior Building Elevations for all sides and orientations indicating all exterior finishes and fenestration.

7.4.5 Schematic design phase drawings, specifications, construction cost estimates and other submittals shall be subject to the written Approval of the Owner, which Approval shall not be unreasonably delayed, withheld, conditioned, or denied. Unless a lesser number is requested by the Owner, the Designer shall submit to the Owner for approval six (6) copies of schematic design drawings, specifications, cost estimates, and other submittals. Two (2) additional copies shall be submitted to the Authority by the Designer.

7.4.6 The Designer shall present and explain the Schematic Design to the Owner, the OPM and the Authority and at a local public meeting, if any such meeting is scheduled, or in conference.

7.4.7 The Designer shall meet with the Owner every other week during the Schematic Design Phase.

7.4.8 Prior to the issuance of an Approval to proceed to the Design Development Phase, the Designer and the Owner shall meet to finalize the design work plan, project schedule, and schedule of values described in Article 7.4.2, and they shall if necessary execute an amendment to the Contract to include all required modifications to govern the subsequent phases of the Designer's services.

7.4.9 Construction Delivery Method Evaluation and Selection

- (a) The Designer shall assist the Owner in determining the appropriate construction delivery methodology for the Proposed Project. In providing such assistance, the Designer, in conjunction with the Owner's Project Manager, shall advise the Owner on the relative advantages and disadvantages associated with each of the construction delivery methods provided in M.G.L. Chapters 149 and 149A. The decision to pursue a particular construction delivery method shall be within the sole discretion of the Owner, subject to the approval of the Inspector General as provided in M.G.L. c. 149A, §4. The services provided by the Designer in assisting and advising the Owner in its determination of the

appropriate construction delivery methodology shall be included in Basic Services.

- (b) If the Owner elects to construct the Project using the CM at Risk construction delivery method pursuant to M.G.L. c. 149A, and has obtained the approval of the Office of the Inspector General to do so, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for CM-R which includes Articles 7.5 through 7.10. If the Owner elects to construct the Project using the Design-Bid-Build ("DBB") construction delivery method pursuant to M.G.L. c. 149, with the Approval of the Owner, this Contract shall be amended using the Authority's Standard Amendment for DBB, which includes Articles 7.5 through 7.9.

7.5 INTENTIONALLY OMITTED

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 INTENTIONALLY OMITTED

7.9 INTENTIONALLY OMITTED

7.10 INTENTIONALLY OMITTED

## **ARTICLE 8: EXTRA SERVICES**

### **8.1 General**

8.1.1 Extra Services are those services requested by the Owner to be performed by the Designer but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the Owner, which Approvals shall not be unreasonably delayed, withheld, denied, or conditioned.

8.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented and approved by the Owner in writing prior to the performance of any Extra Services.

8.1.3 Cost proposals for Extra Services shall be computed in accordance with Attachment A.

8.2 Unless specifically stated elsewhere and only with the prior written Approval of the Owner, the Designer shall perform any of the following services as Extra Services:

8.2.1 preparing measured drawings and detailed construction investigations documentation for existing buildings when such documentation does not exist;

8.2.2 substantially revising previously approved reports, drawings, specifications or other documents to address changes authorized or requested by the Owner, including

substantial changes in its size, quality, complexity, design, Budget, and/or bidding method or bid packages, and changes in Applicable Laws;

- (a) Notwithstanding the provisions of 8.2.2, revisions prepared by the Designer to keep construction costs within the Project Budget that are required pursuant to Article 4.10 of this Contract to be without additional compensation, or to correct incorrect items for which the Designer has responsibility, shall not be Extra Services;

- 8.2.3 preparing documents for bidding alternates requested by the Owner, except for a reasonable number and extent of alternates to keep construction costs within the Project Budget which shall be Basic Services;
- 8.2.4 revising Construction Contract Documents which have been initially submitted and approved in their final and complete form, if general bids (Chapter 149) or subcontractor bids (Chapter 149 or 149A) for work required thereunder are not advertised based on such Construction Contract Documents within four months after initial submission;
- 8.2.5 services in connection with rebidding if the need to rebid is not attributable to the Designer;
- 8.2.6 attending meetings with the Owner, Owner's Project Manager, the Authority, Department of Labor and Workforce Development, the Office of Attorney General, the Office of the Inspector General, or the CM at Risk (if the project is constructed pursuant to M.G.L. c. 149A) in matters of dispute if attendance is required by the Owner, provided such dispute did not arise due to the fault of the Designer;
- 8.2.7 furnishing other services in excess of Basic Services made necessary by the default or failure of performance of the General Contractor or CM at Risk or Subcontractors;
- 8.2.8 providing consultation with respect to replacement of work damaged by fire or other casualty during construction;
- 8.2.9 preparing change orders and supporting data in accordance with Article 10, or modifying the Construction Documents in response to an unreasonable amount of substitutions proposed by the Contractor or CM at Risk, or responding to unreasonable and excessive requests for information (RFIs) by the Contractor or CM at Risk, where such information is available from a careful study and review of the Construction Documents;
- 8.2.10 assisting the Owner in litigation or claims arising out of the Owner-Contractor Agreement or Owner-CM at Risk Agreement, provided such litigation or claims did not arise due to the fault of the Designer;
- 8.2.11 performing services during a construction period extended beyond the additional 60 calendar day period, specified in Article 8.3;

- 8.2.12 performing professional services which are not otherwise required under this Contract as Basic Services;
- 8.2.13 providing services in connection with partial completion or partial systems completion inspections at the time of Substantial Completion of the Work or of a project construction phase and/or separate bidding package due to delay by the Contractor or CM at Risk in completing the Work on schedule;
- 8.2.14 providing services in connection with Contractor, CM at Risk or Bidder disputes or questions arising out of the bidding process, unless such protest is a result of an act or omission of the Designer. Such services include research and preparation for and appearance at bid protest hearing and similar proceedings.

### 8.3 Construction Phase Services Provided after the Original Construction Completion Date

- 8.3.1 If construction of the Work, or of a project construction phase and/or separate bidding package has not reached substantial completion within the original construction period (as set forth in the Owner-Contractor or Owner-CM at Risk Agreement and as agreed to by the Designer), there shall be added to said construction period a period of sixty (60) calendar days, during which period the Designer shall continue to provide construction phase services for which no extra compensation shall be paid for the services described in Article 7.9 and 7.10.1 through 7.10.4 in a CM at Risk Project or for the services described in Articles 7.8 and 7.9.1 through 7.9.4 in a DBB Project.
  - 8.3.2 If construction has not reached Substantial Completion after the 60 additional calendar days, the Designer shall thereafter be entitled to Extra Services compensation for providing the services described in Articles 7.10.3 (which are fully defined under Article 7.9.2) and 7.10.4 in a CM at Risk Project or for the services described in Articles 7.9.3 (which are fully defined under Article 7.8.2) and 7.9.4 in a DBB Project. The Designer may also be entitled to Extra Services compensation for tasks performed beyond the added sixty (60) calendar days period for tasks related to Article 7.9.1 (d) through (i) in a CM at Risk Project or 7.8.1(d) through (i) in a DBB Project. In any event, the Designer is required to identify and present the anticipated Extra Services contemplated under Article 8.3.2 in accordance with Article 8.1. In no event shall the Designer be entitled to any additional compensation on account of an extended construction period if and to the extent that a binding agreement or decision that results from a dispute resolution proceeding determines that the Designer's acts or inactions caused the construction period to be extended.
- 8.4 In the event of an emergency the Designer may proceed to perform Extra Services as required to meet the emergency after obtaining the verbal approval of the Owner. The Designer shall provide a written report to the Owner, as soon after the emergency arises as possible, and such report shall describe the emergency and the Extra Services that were performed.
- 8.5 Invoices for Extra Services shall be accompanied by a breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of

Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

## **ARTICLE 9: REIMBURSABLE EXPENSES**

- 9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses, when authorized by the Owner:
- 9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner.
  - 9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.
  - 9.1.3 The cost of printing the bid documents and the related copying, postage, and handling services during a prequalification or bid period.
  - 9.1.4 The cost of reproducing the mylar reproducible of the construction drawings for use by the General Contractor or CM at Risk in preparing the record drawings.
  - 9.1.5 Out of pocket expenses paid by the Designer such as filing fees, testing, and permit fees if such fees would be normally paid by the Owner.
  - 9.1.6 Renderings, models, mock-ups, photographs and any other presentation materials.
  - 9.1.7 Other expenses deemed necessary or appropriate by the Owner in writing.
- 9.2 Non-Reimbursable Expenses: The Owner shall not reimburse the Designer or its Subconsultants for travel expenses, sustenance, telephone, copying, facsimiles, electronic mails, postage and delivery expenses or cost estimating, unless specifically required elsewhere in this Contract.
- 9.3 The Designer shall not be entitled to compensation under this Article for the services of Subconsultants hired to perform Basic Services under this Contract.

## **ARTICLE 10: COMPENSATION AND RESPONSIBILITY FOR CHANGE ORDERS**

- 10.1 The Designer shall be entitled to Extra Services compensation for preparing Change Orders initiated by the Owner except as provided in Article 10.3.

- 10.2 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders to adjust the scope of construction work which arises from existing conditions for which unit prices have been specified in the Construction Contract Documents.
- 10.3 The Designer shall not be entitled to Extra Services compensation for preparing Change Orders necessary to address errors or omissions by the Designer.
- 10.4 Change Orders for which the Designer is not entitled to compensation are to be referred to as “no fee change orders.”
- 10.5 The fact that the Designer is not entitled to compensation for preparing a Change Order shall not limit any legal remedies which the Owner may have for recovering its additional costs necessitated by the Change Order.

#### **ARTICLE 11: RELEASE AND DISCHARGE**

- 11.1 The acceptance by the Designer of the last payment under the provisions of Article 6.5 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the Owner and the Authority and their employees and officers, from all claims of the Designer and its Subconsultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to the Owner with, or prior to, the last invoice.

#### **ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION, NO AWARD**

##### 12.1 Assignment:

- 12.1.1 The Designer shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in this Article 12), without the prior written approval of the Owner and the Authority. Likewise, any successor to the Designer must first be approved by the Owner and the Authority before performing any services under this Contract. Such written consent shall not in any way relieve the Designer or its assignee from its responsibilities under this Contract. The Owner shall not assign this Contract without the written consent of the Designer.

##### 12.2 Suspension:

- 12.2.1 The Owner may, at any time, effective upon fifteen (15) business days written notice to the Designer, suspend this Contract. If the Owner provides such written notice, the Designer shall be compensated for Services satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension; invoices for such Services shall be properly submitted, but may be submitted after the date of such notice up to the effective date of suspension.
- 12.2.2 If a written notice of suspension issued pursuant to sub-paragraph 12.2.1 lasts for more than 90 consecutive calendar days, the Designer may, upon resumption of the Contract, be entitled to additional compensation for actual costs incurred due to such suspension provided that the suspension was not attributable to the Designer's fault.

### 12.3 Termination:

12.3.1 (a) By written notice to the Designer, the Owner may terminate this Contract effective on five (5) calendar days notice without cause. All compensation and reimbursement due to the Designer in accordance with the Contract terms, for services satisfactorily performed up to the date of termination, including proportionate payment for portions of the services started but incomplete at the time of termination, shall be paid to the Designer, provided no payment shall be made for services not yet performed or for anticipated profit on unperformed services. (b) Owner may terminate this Contract effective on five (5) calendar days notice for cause, and no further payment shall be due to the Designer to the extent the Owner can reasonably identify damages in specific amounts for which the Designer is liable under this Contract; Owner shall pay other amounts otherwise due and owing to the Designer.

12.4 Suspension or Termination by Designer: By written notice to the Owner and the Authority, the Designer may suspend or terminate (at Designer's sole option) this Contract:

12.4.1 if the Owner, within thirty (30) days following written notice from the Designer of any material default by the Owner under the Contract (including failure to pay in accordance with the Contract), shall have failed to cure such default; or

12.4.2 if, after the Designer has performed all services required during any Phase prior to construction and at least three (3) months have elapsed without receipt by the Designer of Approval to proceed with the next Phase of the Project, provided the delay was not the fault of the Designer. This provision shall not apply to a Designer who has received a notice of suspension pursuant to 12.2.

12.4.3 Upon a proper termination by the Designer, the Designer shall be compensated as provided in 12.3.1 above regarding termination without cause.

12.5 No Award of Owner-Contractor Agreement: If the Project is constructed pursuant to M.G.L. c. 149, §§ 44A-44M, the Owner-Contractor Agreement is not awarded by the Owner within one hundred twenty (120) days after the receipt of general bids for the Project and the bids have not been rejected and the Project has not been suspended, the Designer shall be paid through the Bidding Phase as if a contract for construction were awarded according to the payment schedule provided in Attachment A. This Article 12.5 does not apply, however, if the Designer has been directed to perform design revisions pursuant to 4.10.2, for the purposes of bringing the design of the Project within the Project Construction Budget.

## **ARTICLE 13: NOTICES**

13.1 Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person (b) by certified mail, postage prepaid, return receipt requested (c) by facsimile or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to [ Arrowstreet Inc.  
10 Post Office Square, Suite 700N  
Boston, MA 02109];

If to \_\_\_\_\_;

If to \_\_\_\_\_;

or to such other address as the Owner, Authority and Designer may from time to time specify in writing. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip that bears the time and date of request.

#### **ARTICLE 14: INDEMNIFICATION**

14.1 For claims arising out or relating to negligent errors and omissions in the performance of professional services rendered by the Designer, to the fullest extent permitted by law, the Designer shall indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or the breach of this Contract by, the Designer or a person employed by the Designer, or Subconsultant for whom the Designer is responsible under this Contract.

14.2 For all other claims, to the fullest extent permitted by law, Designer shall defend, indemnify and hold harmless the Owner and the Authority and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner or the Authority to the extent they result from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and are caused by an act or omission of the Designer or a person or Subconsultant for whom the Designer is responsible under this Contract.

#### **ARTICLE 15: INSURANCE**

15.1 The Designer shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner and by the Authority under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Designer or its Subconsultant, as the case may be, and shall be in full force and effect for the full term of the Contract between the Owner and the Designer or for such longer period as required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

- 15.3 The Designer, and any of its Subconsultants, shall submit to the Owner originals of the required certificates of insurance simultaneously with the execution of this Contract. Certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid, shall be filed with the Owner and shall be made available to the Authority upon request. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Designer shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage and said certificates shall be made available to the Authority upon request. Failure by the Designer to obtain and maintain the insurance required by this Article, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Designer under this Contract.
- 15.4 Termination, cancellation, or modification or reduction of coverage or limits by endorsement of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner and the Authority at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 15.5 The Designer or its Subconsultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required below. Neither the Owner nor the Authority shall be responsible for the payment of deductibles, self-insured retentions or any portion thereof.
- 15.6 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers
- 15.6.1 The Designer shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:
- (a) Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.
  - (b) Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Designer shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the Owner and the Authority. The Owner and the Authority shall be included as an additional insured in this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the Owner and the Authority.

- (c) Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than \$1,000,000 combined single limit per accident.
- (d) Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by the Agreement between the Owner and the Designer in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to the Owner, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

## 15.7 Professional Liability

- 15.7.1 The Designer shall maintain professional liability insurance covering negligent errors and omissions and negligent acts of the Designer and of any person or entity for whose performance the Designer is legally liable at all times while services are being performed under this Contract and for a period of six years thereafter (as calculated in accordance with the terms below in this 15.7.2). The minimum amount of such insurance shall be \$2,000,000 per claim/\$2,000,000 annual aggregate.
- 15.7.2 If the policy is in a “claims made” format, it shall include a retroactive date that is no later than the effective date of this Contract, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor or the CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-Contractor Agreement or Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

## 15.8 Subconsultants

- 15.8.1 The Designer shall require by contractual obligation, and shall exercise due diligence to enforce, that any professional engineering or landscape architecture Subconsultant hired in connection with the services to be provided under this Contract shall, unless otherwise agreed in writing by the Owner, obtain and maintain insurance required by law and as may be required by the Owner under the terms of this Contract, except that the limit of Subconsultant’s professional liability insurance shall be not less than \$2,000,000 per claim/\$2,000,000 annual aggregate.
- 15.8.2 All professional liability policies obtained by Subconsultants shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of “A” or better as

assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner and the Authority.

15.8.3 If the Subconsultant's insurance policy is in a "claims made" format, it shall include a retroactive date that is no later than the effective date of its contract with the Designer, and an extended reporting period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the General Contractor or CM at Risk of a final pay estimate prepared by the Owner pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Owner-General Contractor Agreement or the Owner-CM at Risk Agreement and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

15.8.4 Other nonprofessional Subconsultants shall be required to maintain insurance in the types and amounts that they routinely carry in the course of their practice.

#### 15.9 Liability of the Designer

Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

#### 15.10 Asbestos and Hazardous Materials

15.10.1 Unless otherwise provided in the RFS, the Designer shall have no responsibility for the discovery, presence, handling, removal or disposal of or for the exposure of persons to oil or hazardous materials in any form at the Project, including but not limited to asbestos-containing materials or other hazardous materials, as defined in MGL c.21E §2.

15.10.2 In the event that the Designer employs the services of a sub-consultant to provide services related to either the testing for asbestos-containing materials or oil or hazardous materials or related to the specification of methods and procedures for the removal or remediation of such asbestos-containing materials or oil or hazardous materials, the Designer shall employ such Subconsultants who have liability insurance coverage covering such services, to the extent that such insurance coverage is generally available to Subconsultants. Upon the Owner's written request, the Designer shall assign to the Owner the Designer's contractual right to pursue a claim against such Subconsultants. Such services shall be paid for as provided in Article 9 - Reimbursable Expenses unless such services are specifically included as Basic Services in the RFS.

### **ARTICLE 16: OWNERSHIP OF DOCUMENTS**

- 16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, computer programs, documents, models, inventions, equipment, and any other documentation, product of tangible materials to the extent authored or prepared, in whole or in part, by the Designer pursuant to this Contract (collectively, the “Materials”), other than the Designer’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the Owner and the Authority as “works made for hire” or otherwise, provided that the Owner complies with its payment obligations under this Contract. The Owner and the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Designer pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Owner and the Authority shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Designer. The Owner and the Authority shall provide appropriate credit to the Designer, in terms agreed upon by the Design, in any publicity about or plaque at the Project. The Designer shall have a license to publish and publicly display all Materials prepared by the Designer in its normal marketing and related professional and academic activities. The Designer shall have a license to use the typical or standard details and all other replicable elements of the Materials for this Project on other future projects. At the completion or termination of the Designer's services required pursuant to this Contract, copies of all original Materials shall be promptly turned over to the Owner and the Authority.
- 16.2 The Owner and the Authority agree to waive any and all claims against the Designer and, to the fullest extent permitted by law, to jointly and severally defend, indemnify and hold the Designer harmless from and against any and all claims, losses, liabilities and damages incurred by the Owner or asserted by any other entity or individual arising out of or resulting from any use of the Materials on other projects, modifications of the Materials made by the Owner or others and used on this Project, or any reuse or modification of the Materials or any of Designer’s designs, drawings and specifications. The Authority shall be a party to this Contract solely for the purposes of enforcing its rights and obligations under this Article 16.

## **ARTICLE 17: STATUTORY REQUIREMENTS**

- 17.1 Agent for Service of Process: If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer shall appoint an agent for the service of process as provided in M.G.L. c.227, §5. The power of attorney reflecting such appointment shall be filed with the Secretary of State as provided in M.G.L. c.227, §5. Copies of the power shall be provided to the Owner. There shall be no lapse in such agency for as long as the Designer may have potential liability.
- 17.2 Truth-in-Negotiations Certificate (M.G.L. c.7C, §51)

17.2.1 If the Designer's fee has been negotiated, the Designer must file a truth-in-negotiations certificate prior to execution of this Contract by the Owner. The certificate shall contain the following certifications:

- (a) that wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- (b) that the Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

17.3 Certification Pursuant to M.G.L. c.7C §51 (d): In accordance with M.G.L. c.7C §51(d), the person signing this contract certifies, as a duly authorized signatory of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no Consultant to or Subconsultant for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or Subconsultant of a contract by the Designer; and no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

17.4 Minority-Owned and Woman-Owned Business Participation: Pursuant to M.G.L. c. 7C, § 6, the Designer shall subcontract a minimum of seventeen and nine-tenths percent (17.9%) of the contract price to minority-owned business enterprises (MBEs) and women-owned business enterprises (WBEs), as certified by the Supplier Diversity Office, formerly the State Office of Minority- and Woman-Owned Business Assistance (SOMWBA), 1 Ashburton Place, 13<sup>th</sup> Floor, Boston, MA 02108; such percentages shall be based on the listed services defined and required in the RFS . If the Designer is an SDO-certified MBE or WBE the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

17.4.1 The Designer shall complete and submit at the time of contract execution a completed Participation Schedule which is attached to this contract as Attachment C in order to be in compliance with Article 17.4 above.

17.5 Accounting Requirements: The Designer shall cause to be maintained complete, accurate and detailed records of all time devoted to the Project by the Designer and each Subconsultant employed by the Designer. The Owner, the Authority, and the Commonwealth's Inspector General may at all reasonable times audit such records that directly pertain to this Contract. On a Contract where the Fee for Basic Services exceeds \$100,000 the Designer shall comply with M.G.L. c.30 §39R which requires the Designer to:

- 17.5.1 Maintain accurate and detailed accounts for a six-year period after the final payment;
- 17.5.2 File with the Owner annual audited financial statements or statements from their accountants that their reviews are consistent with state laws.
- 17.5.3 File with the Owner a statement of management on internal accounting controls on its letterhead as prescribed in Attachment D and a statement from an independent certified public accountant (CPA) on its letterhead as prescribed in Attachment E to this Contract.
- 17.6 Revenue Enforcement and Protection Program (REAP): Pursuant to M.G.L. c. 62C §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the firm and/or individuals in the firm are in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.7 Interest of Designer: The Designer hereby certifies that it is in compliance with the provisions of M.G.L. c. 268A whenever applicable. The Designer covenants that 1) neither he/she nor any member of the Designer firm presently has any financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Designer; and 3) no partner or employee of the Designer firm is related by blood or marriage to any officer, official, or employee of the Owner.
- 17.8 Equal Opportunity: The Designer shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, genetics, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs. Each shall comply with all provisions of Title VII of the Civil Rights Act of 1964 and MGL c.151B.
- 17.9 Certification of Non-Collusion: The signatory certifies under penalties of perjury that the Designer's proposal has been made in 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.

## **ARTICLE 18: MISCELLANEOUS**

- 18.1 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 18.2 Venue: Any suit by either party arising under this Contract shall be brought only in the Superior Court in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

- 18.3 Non-Waiver: Neither the Owner's review, approval, or acceptance of, nor payment for any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract.
- 18.4 Entire Agreement: This Contract represents the entire and integrated agreement between the Owner and the Designer and, except as otherwise provided herein, supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written agreement signed by both the Owner and the Designer, and approved by the Authority, which approval shall not unreasonably be delayed, denied, conditioned, or withheld.
- 18.5 Dispute Resolution: If a dispute arises between the parties related to this Contract, the parties agree to use the following procedures to resolve the dispute: (a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting; (b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in (a) above; (c) Litigation. If the parties fail to resolve the dispute through mediation, then either party may file suit in accordance with Article 18.2; and (d) This Article of dispute resolution provisions shall survive termination of this Contract.
- 18.6 Waiver of Subrogation: (a) To the extent damages are covered by property insurance, the Owner and the Designer waive all rights against each other and against the General Contractor or CM at Risk, Subcontractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement or Owner CM at Risk Agreement. The Owner shall require of the General Contractor or CM at Risk, Subcontractors, Owner's Project Manager, consultants, Subconsultants, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. (b) Nothing in this Contract shall create a contractual relationship with or create a cause of action in favor of a third party against the Owner or the Designer.

# ATTACHMENT A

## PAYMENT SCHEDULE

Payments shall be made in accordance with the provisions outlined in the Contract and with the following schedule:

### Basic Services

Feasibility Study Phase .....	\$310,000
Schematic Design Phase .....	\$310,000
Design Development Phase .....	
Construction Documents Phase .....	
Early Bid Packages .....	
Bidding Phase .....	
Construction Administration Phase .....	
Completion Phase .....	
<b>TOTAL .....</b>	<b>\$620,000</b>

### Extra Services

Extra Services provided pursuant to Article 8 shall be compensated as determined by the Owner (a) by a lump sum fee agreed upon in advance in writing by the Owner and the Designer, or (b) on an hourly basis in accordance with the lesser of \$150 per hour or the rate schedule set forth below for time expended, or (c) on an hourly basis in accordance with the lesser of \$150 per hour or a multiple of 2.5 times the direct personnel expense (without benefits) of the Designers or Subconsultants personnel including principals.

#### Hourly Rates:

Principals	\$295 per hour
Senior Project Staff	\$140 to \$250 per hour
Project Design & Technical Staff	\$75 to \$140 per hour
Professional Staff	\$50 to \$150 per hour

# **ATTACHMENT B**

## **REQUEST FOR DESIGNER SERVICES (RFS)**

**INSTRUCTIONS FOR COMPLETING THE  
REQUEST FOR DESIGNER SERVICES**

*This model Request For Designer Services (“RFS”) is intended for use in the procurement of a Designer by cities, towns, and regional school districts that have been invited by the Massachusetts School Building Authority (the “MSBA”) to conduct a feasibility study or that have been approved for a project by the MSBA. The MSBA Designer Selection Panel has jurisdiction over the procurement of designers, programmers and entities by cities, towns, regional school districts, and independent agricultural and technical schools seeking funding from the MSBA for public school construction projects whose estimated construction cost is anticipated to be \$5,000,000 or greater. Designer selection for public school construction projects whose estimated construction cost is less than \$5,000,000 must be conducted pursuant to Massachusetts General Laws, Chapter 7C, Section 54 by the respective city, town, regional school district or independent agricultural and technical school. A copy of the MSBA Designer Selection Panel’s Procedures are attached to this Model RFS as Attachment E.*

*Unless otherwise approved by the MSBA in writing, a city, town, or regional school district must use this model RFS in the procurement of a Designer in order to qualify for MSBA funding. Each city, town, and regional school district shall be responsible for inserting project and district specific information where indicated in the RFS. Although this model RFS is intended to be comprehensive in meeting the MSBA’s requirements for the procurement of a Designer, each city, town and regional school district shall be solely responsible for ensuring that its particular RFS complies with all applicable provisions of federal, state, and local law, including, but not limited to, all procurement laws. The MSBA recommends that each city, town, and regional school district have its legal counsel review its RFS to ensure that it is in compliance with all provisions of federal, state and local law prior to its publication. No addition, deletion or revision to the model RFS of any kind shall be valid unless approved in advance by the MSBA in writing. The MSBA’s approval of an RFS is solely for the purpose of determining whether the proposed RFS appears consistent with the MSBA’s guidelines and requirements for designer selection and is not for the purpose of determining whether the proposed RFS meets any legal requirements imposed by federal, state or local law, including, but not limited to, public procurement laws. The MSBA shall not be responsible for any legal fees or costs of any kind that may be incurred by a city, town or regional school district in relation to its preparation or review of its RFS.*

- 1) Each city, town and regional school district (“Owner”) shall provide the project specific information in the areas noted by italics and bold-face lettering or as indicated by the shaded and text box areas.*
- 2) The Owner should contact the MSBA prior to commencing completing the RFS model to discuss the use of MSBA documents and the Owner’s procurement schedule.*
- 3) Prior to placing the advertisement, the Owner must submit a red-lined version of the final RFS indicating any and all additions, deletions or revisions to the model RFS for MSBA approval.*
- 4) Standard attachments included with the RFS submittal do not need to be submitted as part of the red-lined version. However, any attachments added by the Owner should be included with the Owner’s red-lined version.*
- 5) The Owner should allow a minimum of 10 business days for MSBA review of the RFS. Actual review time may vary.*

- 6) *Upon advertisement of the RFS, the Owner is responsible for sending the final RFS, all attachments and the advertisement in electronic format to the MSBA.*
- 7) *A copy of the final RFS and the advertisement must be submitted to the MSBA as part of the required documentation prior to the scheduled Designer Selection Panel meeting.*

This model Request For Designer Services (“RFS”) is intended for use in the procurement of a Designer by cities, towns, and regional school districts that have been invited by the Massachusetts School Building Authority (the “MSBA”) to conduct a feasibility study or that have been approved for a project by the MSBA. Unless otherwise approved by the MSBA in writing, a city, town, or regional school district must use this model RFS in the procurement of a Designer in order to qualify for MSBA funding. Each city, town, and regional school district shall be responsible for inserting project and district specific information where indicated in the RFS. Although this model RFS is intended to be comprehensive in meeting the MSBA’s requirements for the procurement of a Designer, each city, town and regional school district shall be solely responsible for ensuring that its particular RFS complies with all applicable provisions of federal, state, and local law, including, but not limited to, all procurement laws. The MSBA recommends that each city, town, and regional school district have its legal counsel review its RFS to ensure that it is in compliance with all provisions of federal, state and local law prior to its publication. No addition, deletion or revision to the model RFS of any kind shall be valid unless approved in advance by the MSBA in writing. The MSBA’s approval of an RFS is solely for the purpose of determining whether the proposed RFS appears consistent with the MSBA’s guidelines and requirements for designer selection and is not for the purpose of determining whether the proposed RFS meets any legal requirements imposed by federal, state or local law, including, but not limited to, public procurement laws. The MSBA shall not be responsible for any legal fees or costs of any kind that may be incurred by a city, town or regional school district in relation to its preparation or review of its RFS.

## REQUEST FOR DESIGNER SERVICES (RFS)

[Town][City] of \_\_\_\_\_, MA  
\_\_\_\_\_  
Public Schools

[Name of Project]

\_\_\_\_\_, 2013

**Invitation:** The *(City/Town/Regional District)* of \_\_\_\_\_ (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7C, Section 44 to provide professional design and construction administration services for the \_\_\_\_\_ School in \_\_\_\_\_, Massachusetts. Selection of a Designer will be made by the Designer Selection Panel of the Massachusetts School Building Authority (“MSBA”) in accordance with the MSBA’s Designer Selection Procedures.

The Owner is seeking design services to conduct a Feasibility Study which will include the development and evaluation of potential alternative solutions and continue through the Schematic Design Phase of the preferred alternative initially. Subject to the approval of a Project by the MSBA and further subject to adequate funding authorized by the Owner, the contract between the Owner and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout and warranty period of the potential Project. A potential Project may include a renovation of the existing school, a renovation of and addition to the existing school and/or new construction.

The estimated construction budget for a potential Project may range from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ depending upon the solution that is agreed upon by the Owner and the MSBA and that is ultimately approved by a vote of the MSBA’s Board of Directors. The Fee for Basic Services will be negotiated.

Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the contract price for combined minority business enterprises (MBE) and women-owned business enterprises (WBE). Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Applications from MBE and WBE firms as prime designers are encouraged. Where the prime Designer is an SDO certified MBE or WBE, the Designer must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime Designer on the project.

The minority and women-owned business enterprises must be selected from those categories of work identified in Item F of this RFS or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).

For additional information on Designer qualifications see Sections E. and F. in this RFS.

#### **A. Background:**

*(Provide background information regarding the City or Town or District, School Building Committee structure, District's grade configuration, school facility inventory and/or any other information that may be helpful to understand the context of the potential project.)*

*{Provide specific information regarding the identified school including, but not limited to, total square footage, site information, age of building, building conditions and problems, current grade structure and enrollment.}*

#### **B. Project Goals and General Scope:**

On or about **(date)**, the Owner submitted a Statement of Interest (Attachment A) to the MSBA for **(Identify prioritized school)**. The MSBA is an independent public authority that administers and funds a program for grants to eligible cities, towns, and regional school districts for school construction and renovation projects. The MSBA's grant program is discretionary, and no city, town, or regional school district has any entitlement to any funds from the MSBA. At the **(date)**, 2013 Board of Directors meeting, the MSBA Board voted to issue an invitation to the Owner to conduct a feasibility study for this Statement of Interest to identify and study possible solutions and, through a collaborative process with the MSBA, reach a mutually-agreed upon



*The MSBA standard Contract For Designer Services, Article 15, requires a minimum of \$2,000,000 of professional liability insurance. The Owner may determine that due to the complexity and risk factors associated with the project that a higher level of professional liability coverage may be required. If so, the Owner should identify these additional insurance requirements in the RFS. See suggested sentence:*

In lieu of the minimum professional liability insurance specified in Article 15, the successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, indicating minimum coverage in the amount of \$ \_\_\_\_\_ per occurrence, \$ \_\_\_\_\_ aggregate.

Basic Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, architecture, civil, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication, educational consultants, any specialty consultants for sustainable design (LEED/MA-CHPS), laboratory, library/media center and kitchen space, code consultants, accessibility, energy evaluations, detailed cost estimates; preparation of construction documents; bidding and administering the Construction Contract Documents and other design and consulting services incidental and required to fulfill the project goals. Please refer to the Contract and amendments for a complete summary of Basic Services.

Extra and reimbursable expenses are defined in Articles 8 and 9 of the Contract in Attachment B.

*The Owner should identify any available studies, drawings, surveys, photographs and subsoil exploration reports of the proposed project's existing buildings and site or sites.*

*The Owner should identify any of the services (basic, extra or reimbursable) identified in the Contract that are NOT applicable to this Project.*

#### **D. Project Phases and Work Plan:**

Work under this RFS is divided into the Project Phases as listed in Article 7 of the Contract as amended and as may be augmented in this RFS. Each Project Phase will consist of one or more required submissions, and may include site visits, meetings with the Owner, Owner's Project Manager, the Authority and others, and other tasks as described.

The estimated total duration of the Contract for Designer Services from Feasibility Study through the approval of Schematic Design, inclusive of review and approval time, is estimated to be **40 weeks** as follows:

*(The District should provide the estimated schedule for the preliminary program and the schematic design phase based on the project specifics.)*

<b>Preliminary Program through Final Design Program</b>	<u><b>26</b></u>	weeks
<b>Schematic Design Phase</b>	<u><b>14</b></u>	weeks
<b>Design Development through 100% CD</b>	<u><b>TBD</b></u>	
<b>Bidding</b>	<u><b>TBD</b></u>	
<b>Construction Administration Phase</b>	<u><b>TBD</b></u>	weeks
<b>Estimated Total Duration (Exclusive of Completion Phase)</b>	<u><u><b>TBD</b></u></u>	weeks

The durations for the Bidding and Construction Administration Phases are estimates only. Actual durations may vary depending upon the agreed upon solution, the extent of required document revisions, the time required for regulatory approvals, and the construction contractor’s performance.

Such variances in estimated time will not, in and of themselves, constitute a justification for an increased Fee for Basic Services, nor are they a substitute for the performance time requirements shown below.

The Designer performance times listed in the table below are requirements, not estimates. The Owner, through the Owner’s Project Manager will review each submission and, if acceptable, provide notice to the Designer to proceed to the next phase.

The Designer’s adherence to the performance times listed below will be part of the Owner’s performance evaluation of the Designer’s work, which will be conducted at the end of the Project.

	<u><b>Within/Weeks</b></u>	
• <b>Attend a “Kick-Off” meeting</b>	<u><b>2</b></u>	Execution of a contract with the Owner
• <b>Preliminary Program</b>	<u><b>4</b></u>	Execution of a contract with the Owner
• <b>Development of Alternatives</b>	<u><b>6</b></u>	Execution of a contract with the Owner
• <b>Preliminary Evaluation of Alternatives</b>	<u><b>4</b></u>	Approval of Alternatives
• <b>Final Evaluation of Alternatives</b>	<u><b>4</b></u>	Approval of Preliminary Evaluation
• <b>Recommendation of Preferred Solution</b>	<u><b>2</b></u>	Approval of Final Evaluation
• <b>Final Design Program</b>	<u><b>2</b></u>	Approval of Preferred Solution

• <b>Schematic Design</b>	<b>12</b>	Approval of the Final Design Program
• <b>Design Development</b>	<b>TBD</b>	Approval of the Schematic Design
• <b>60% Construction Documents</b>	<b>TBD</b>	Approval of Design Development
• <b>100% Construction Documents</b>	<b>TBD</b>	Approval of Design Development

**E. Minimum qualifications:**

Selection will be made by the MSBA Designer Selection Panel in accordance with the Authority’s Designer Selection Procedures, attached hereto as Attachment E. The Respondent must certify in its cover letter that it meets the following minimum requirements. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration. To be eligible for selection, the Designer must meet **all** of the following qualifications.

1. Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered **[architect]/[engineer]** responsible for and being in control of the services to be provided pursuant to the Contract.
2. The Massachusetts registered **[architect]/[engineer]** responsible for and in control of the services to be provided has successfully completed the Massachusetts Certified Public Purchasing Official Program seminar “Certification for School Project Designers and Owner’s Project Managers” as administered by the Office of the Inspector General of the Commonwealth of Massachusetts, and must maintain certification by completing the “Recertification for School Project Designers and Owner’s Project Managers” seminar every three years thereafter. Proof of recertification or registration in the next recertification seminar for which space is available must be provided.
3. Pursuant to M.G.L. Chapter 7C, Section 6, the Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). The amount of participation that shall be reserved for such enterprises shall not be less than seventeen and nine tenths percent (17.9%) of the design contract price for combined minority business enterprises and women-owned business enterprises. Applicants must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal.

**F. Selection Criteria:**

In evaluating proposals, the Owner and Designer Selection Panel will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm’s name, individual’s name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SDO certified as an MBE and/or WBE).

1. *Architecture*
2. *Environmental Permitting*
3. *Hazardous Materials*
4. *Civil Engineering*

*The Owner should list only those categories of work that are important to the project, and the Applicant’s response should include team members for only the categories listed. Be careful what you ask for.*

*Failure of an Applicant to list a team member may result in elimination*

5. *Structural Engineering*
6. *Landscape Architecture*
7. *Fire Protection Engineering*
8. *Plumbing Engineering*
9. *HVAC Engineering*
10. *Electrical Engineering*
11. *Data/Communications Consultant*
12. *Food Service Consultant*
13. *Laboratory Consultant*
14. *Acoustical Consultant*
15. *Specifications Consultant*
16. *Library/Media Consultant*
17. *Theatrical Consultant*
18. *Sustainable/Green Design/Renewable Energy Consultant*
19. *Cost Estimating*
20. *Accessibility Consultant*
21. *Traffic Consultant*
22. *Furniture, Fixtures and Equipment Consultant*
23. *Code Consultant*
24. *Security Consultant*
25. *Educational Programming Consultant*

**\*\* N.B. –**

**Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).**

**The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number, as applicable, as well as whether the firm is SDO certified as an MBE and/or WBE.**

**Failure to address each category may result in the elimination of the applicant from consideration on this project.**

**Applicants should not list any consultants other than those for the categories of work listed above.**

**The minority and women-owned business enterprises must be selected to perform services addressing the categories of work listed above or be assigned to tasks required under Basic Services as specifically set forth in the Contract for Designer Services as amended. Consultants other than those proposed for the categories of work listed above or required to perform Basic Services may not be used for purposes of meeting M/WBE requirements. Applicants are strongly encouraged to utilize multiple disciplines and firms to meet their MBE/WBE goals. Consultants to the prime Designer can team within their disciplines in order to meet the MBE/WBE goals but must state this relationship on the organizational chart (Section 6 of the application form).**

The Owner and Designer Selection Panel will consider the following additional criteria in evaluating proposals:

1. Prior similar experience best illustrating current qualifications for the specific project.

2. Past performance of the firm, if any with regard to public, private, DOE-funded, and MSBA funded projects across the Commonwealth, with respect to:
  - a. Quality of project design.
  - b. Quality, clarity, completeness and accuracy of plans and contract documents.
  - c. Ability to meet established program requirements within allotted budget.
  - d. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
  - e. Coordination and management of consultants.
  - f. Working relationship with contractors, subcontractors, local awarding authority and MSBA staff and local officials.
3. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
4. The identity and qualifications of the consultants who will work on the project.
5. The financial stability of the firm.
6. The qualifications of the personnel to be assigned to the project.
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
8. Additional criteria that the MSBA Designer Selection Panel considers relevant to the project.

## G. Proposal requirements

Persons or firms interested in applying must meet the following requirements:

1. **Applicants must have an up-to-date Master File Brochure on file at the Massachusetts School Building Authority.**
2. Applications shall be on “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated February 2013)” as developed by the Designer Selection Board of the Commonwealth of Massachusetts (<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-munic-app.doc>) ([www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-munic-app.doc](http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-munic-app.doc)). **Applications (one original, twenty (20) hard copies, and two (2) digital copies in PDF format on separate compact disks) must be received on or before \_\_\_\_\_ AM/PM, \_\_\_\_\_, 2013.** Applications should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant’s discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn’t need to be constantly rotating the proposal. Applications should not be provided with acetate covers.
3. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section E of this RFS. (A copy of the MCPPO certification should be attached to the cover letter as well as any SDO letters.)
4. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project **subject to the page limitations as set forth in the Standard Designer Application Form.**

5. Proposals shall be addressed to:

*Name*  
*Address*  
*Phone Number*  
*Email*  
*Fax #*

6. Proposals must be clearly identified by marking the package or envelope with the following:

*[Name of Project]*  
"Name of Applicant"

7. All questions regarding this RFS should be addressed exclusively in writing to:

*Name*  
*Address*  
*Phone Number*  
*Email*  
*Fax #*

#### **H. Pre-Proposal Meeting**

All interested parties should attend a briefing session at \_\_\_\_\_ scheduled for \_\_\_\_\_, 20\_\_ at 10:00 AM.

#### **I. Withdrawal**

Applicants may withdraw an application as long as the written request to withdraw is received by the Owner prior to the time and date of the proposal opening.

#### **J. Public Record**

All responses and information submitted in response to this RFS are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

#### **K. Waiver/Cure of Minor Informalities, Errors and Omissions**

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFS in any manner necessary to serve the best interest of the Owner and its beneficiaries.

#### **L. Rejection of Responses, Modification of RFS**

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFS does not commit the

Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFS in part or in its entirety, or to change the RFS guidelines. A Respondent may not alter the RFS or its components.

#### **M. Additional Information**

***Include any additional information that is required or that may assist Respondents in responding to the RFS.***

#### **ATTACHMENTS:**

Attachment A: Statement of Interest

Attachment B: Contract for Designer Services - Base Contract for Design Bid Build or CM-at-Risk Project

[http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines\\_Forms/Contracts\\_Forms/Base%20Contract%20v\\_02\\_25.pdf](http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/Base%20Contract%20v_02_25.pdf)

Designer Services Contract Amendment for Design/Bid/Build

[http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines\\_Forms/Contracts\\_Forms/DBB%20v\\_02\\_25.pdf](http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/DBB%20v_02_25.pdf)

Designer Services Contract Amendment for CM-at-Risk

[http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines\\_Forms/Contracts\\_Forms/CM-R%20v\\_02\\_25.pdf](http://www.massschoolbuildings.org/sites/default/files/edit-contentfile/Guidelines_Forms/Contracts_Forms/CM-R%20v_02_25.pdf)

Attachment C: Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated February 2013)

<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/13-2-5-munic-app.doc>

Attachment D: Certifications ***(To be developed by the Owner)***

Attachment E: [MSBA's Designer Selection Panel's Procedures](#)

**End of Request for Designer Services**

# ATTACHMENT C

## PARTICIPATION SCHEDULE FOR DESIGNER CONTRACTS BY SDO CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISES

This form shall be submitted to the Owner by the Designer upon execution of the Contract for Designer Services attached hereto.

Owner \_\_\_\_\_

Project No: \_\_\_\_\_

<u>Name of Company</u>	<u>Description of Work</u>	<u>M/WBE</u>	<u>Dollar Value Participation</u>
1. PEER Consulting_____	Environmental/ Haz Mat____	MBE	\$3,480_____
2. Nitsch Engineering_____	Civil Engineering_____	WBE	\$32,000_____
3. Terraink, Inc. _____	Landscape Architect_____	WBE	\$60,000_____
4. C A Crowley_____	Plumbing/ Fire Protection__	WBE	\$13,700_____
5. Engineer Design Group__	Structural Engineer_____	MBE	\$75,000_____
6. _____	_____	_____	\$_____

**Dollar Value of MBE Commitment:** \$ 78,480\_\_\_\_\_

**Dollar Value of WBE Commitment:** \$ 105,700\_\_\_\_\_

**Total Dollar Value Commitment:** \$ 184,180\_\_\_\_\_

**Original Fee for Basic Services Amount** \$ 620,000\_\_\_\_\_

### DESIGNER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts and (2) certifies that he/she has read the terms and conditions of the Designer Contract with regards to MBE/WBE participation and is authorized to bind the Designer to the commitment set forth above.

**Date** 10 December 2019 \_\_\_\_\_

Laurence Spang / Arrowstreet Inc.  
Name of Architect/Engineer



Authorized Signature

10 Post Office Square, Suite 700N  
Address

Boston, MA 02109  
City, State & Zip Code

# **ATTACHMENT D**

**M.G.L. c.30 §39R - INTERNAL ACCOUNTING CONTROLS  
APPLIES TO CONTRACTS OF \$100,000 OR MORE**



**ATTACHMENT D**

10 December 2019

Medfield School District  
459 Main Street, 3<sup>rd</sup> Floor  
Medfield, MA 02052

**Dale Street Elementary School**

Dear Members of the School Building Committee:

This Statement of Internal Accounting Controls is being submitted in accordance with Article 17.5.3 of the Contract for Design Services for the above captioned project. Please be advised that our firm, the Designer under the Contract, has a system of internal accounting controls which assures that:

1. transactions are executed in accordance with management's general and specific authorization;
2. transactions are recorded as necessary, to permit preparation of financial statements in conformity with generally accepted accounting principles, and 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.

Sincerely,

ARROWSTREET

Laurence Spang, AIA, LEED AP  
Principal

O:\19\19048\_Dale\_Street\_Elementary\ADMIN\Contracts\Clients\Exhibits\Attachment\_D.docx

# **ATTACHMENT E**

**MGL c.30 §39R – INTERNAL ACCOUNTING CONTROLS  
APPLIES TO CONTRACTS OF \$100,000 OR MORE**

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. \_\_\_\_\_

**WHEREAS**, the \_\_\_\_\_ (“Owner”) and \_\_\_\_\_, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the \_\_\_\_\_ Project (Project Number \_\_\_\_\_) at the \_\_\_\_\_ School on \_\_\_\_\_ “Contract”; and

**WHEREAS**, effective as of \_\_\_\_\_, the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	Original Contract	After this Amendment
Feasibility Study Phase	\$310,000	\$
Schematic Design Phase	\$310,000	\$
Design Development Phase	\$	\$
Construction Document Phase	\$	\$
Bidding Phase	\$	\$
Construction Phase	\$	\$
Completion Phase	\$	\$
<b>Total Fee</b>	<b>\$620,000</b>	<b>\$</b>

This Amendment is a result of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The Construction Budget shall be as follows:

Original Budget: \$ \_\_\_\_\_

Amended Budget \$ \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: \$ \_\_\_\_\_

Amended Schedule \$ \_\_\_\_\_

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

**OWNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature )

Date \_\_\_\_\_

**DESIGNER**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

**DALE STREET ELEMENTARY SCHOOL  
PRELIMINARY PROJECT SCHEDULE  
Feasibility Study/Schematic Design Phase  
December 17, 2019**

ID	Task Name	Start	Finish	16	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
				H2	H1	H2								
1	<b>Eligibility Period</b>	Wed 12/13/17	Thu 3/28/19		H2	H1	H2							
2	MSBA Invitation to Eligibility Period	Wed 12/13/17	Wed 12/13/17											
3	Initial Compliance Certification	Tue 4/24/18	Tue 4/24/18											
4	City Appropriation of Funds for Feasibility Study	Mon 4/30/18	Mon 4/30/18											
5	Study Enrollment Certification	Tue 5/1/18	Wed 10/24/18											
6	MSBA Invitation to Conduct Feasibility Study	Wed 12/12/18	Wed 12/12/18											
7	Execution of Feasibility Study Agreement	Thu 12/13/18	Thu 3/28/19											
8	<b>OPM Selection</b>	Mon 1/14/19	Fri 6/28/19											
9	OPM RFS Process	Mon 1/14/19	Wed 3/27/19											
10	OPM RFS Advertisement Submit - Appears	Thu 3/28/19	Wed 4/3/19											
11	OPM Proposals Due	Wed 4/17/19	Wed 4/17/19											
12	OPM Proposals Review, Interviews, Ranking, Submission to MSBA & Negotiations with OPM	Wed 4/17/19	Wed 5/8/19											
13	OPM Fee Proposal & Contract Submitted	Tue 4/30/19	Tue 4/30/19											
14	MSBA OPM Panel Presentation	Mon 6/3/19	Mon 6/3/19											
15	MSBA OPM Approval Letter	Fri 6/7/19	Fri 6/7/19											
16	Execute OPM Contract	Mon 6/10/19	Fri 6/28/19											
17	<b>Designer Selection</b>	Thu 5/9/19	Wed 1/8/20											
18	Prepare & Submit Draft Designer RFS to MSBA	Thu 5/9/19	Tue 6/4/19											
19	MSBA Designer RFS Review Period	Wed 6/5/19	Mon 7/15/19											
20	Final Designer RFS to MSBA	Mon 7/15/19	Mon 7/15/19											
21	Designer RFS Advertisement Submit - Appears	Thu 8/1/19	Wed 8/7/19											
22	Select Local Representatives for DSP	Wed 7/31/19	Wed 7/31/19											
23	Designer Proposals Due	Thu 8/8/19	Wed 9/11/19											
24	Review Designer Proposals and Check References	Thu 8/12/19	Wed 9/25/19											
25	Submit DSP Materials to DSP	Wed 9/25/19	Wed 9/25/19											
26	Designer Selection Panel (DSP) Meeting	Tue 10/15/19	Tue 10/15/19											
27	DSP Interview	Tue 11/5/19	Tue 11/5/19											
28	Negotiate and Approve Designer Contract and Send to MSBA	Tue 11/5/19	Wed 1/8/20											
29	MSBA Project Kick-Off Meeting	Fri 12/13/19	Fri 12/13/19											
30	<b>Preliminary Design Program (PDP)</b>	Wed 11/13/19	Wed 4/22/20											
31	Designer Project Kick-Off Meeting	Wed 11/13/19	Wed 11/13/19											
32	Develop Preliminary Design Program	Thu 11/14/19	Tue 3/17/20											
33	SBC Vote to Submit PDP	Wed 3/18/20	Wed 3/18/20											
34	Submit PDP Submission to MSBA (Min. 10 Weeks Prior to PSR)	Thu 3/19/20	Thu 3/19/20											
35	MSBA PDP Review Period	Thu 3/19/20	Wed 4/8/20											
36	Respond to MSBA PDP Review Comments	Thu 4/9/20	Wed 4/22/20											
37	<b>Preferred Schematic Report (PSR)</b>	Thu 3/19/20	Wed 8/26/20											
38	Develop Preferred Schematic Schematic Report	Thu 3/19/20	Tue 7/7/20											
39	SBC Vote to Submit PSR	Wed 6/24/20	Wed 6/24/20											
40	Submit PSR Submission to MSBA	Wed 7/8/20	Wed 7/8/20											
41	MSBA PSR Review Period	Wed 7/8/20	Wed 7/29/20											
42	Respond to MSBA PSR Review Comments	Thu 7/30/20	Wed 8/12/20											
43	Facilities Assessment Subcommittee (FAS) Presentation - 7/22/20 or 8/5/20	Wed 7/22/20	Wed 8/5/20											
44	Address FAS Comments	Thu 8/6/20	Thu 8/20/20											
45	MSBA Board Vote on PSR & Approval to Move to Schematic Design	Wed 8/26/20	Wed 8/26/20											
46	<b>Schematic Design (SD)</b>	Thu 7/9/20	Wed 2/10/21											
47	Develop Schematic Design Submission	Thu 7/9/20	Wed 12/23/20											
48	Prepare, Review, Submit Project Notification to Mass Historical Commission	Thu 7/9/20	Wed 8/12/20											
49	SD Cost Estimates and Reconciliation	Mon 9/29/20	Tue 10/13/20											
50	SBC Vote to Approve SD Submission to MSBA	Wed 12/16/20	Wed 12/16/20											
51	MSBA Schematic Design Notification	Thu 12/17/20	Thu 12/17/20											
52	Submit SD Submission to MSBA	Wed 1/6/21	Wed 1/6/21											

**DALE STREET ELEMENTARY SCHOOL  
PRELIMINARY PROJECT SCHEDULE  
Feasibility Study/Schematic Design Phase  
December 17, 2019**

ID	Task Name	Start	Finish	16	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
					H1	H2								
53	MSBA Review/Comments and Project Team Response Period	Wed 1/6/21	Mon 1/25/21											
54	PSB Conference	Tue 1/26/21	Fri 1/26/21											
55	Execute PSBA By	Tue 1/26/21	Fri 2/5/21											
56	MSBA Board Vote on SD & PSBA - Approval to Move to PFA	Wed 2/10/21	Wed 2/10/21											
57	<b>DESE Review</b>	<b>Wed 1/6/21</b>	<b>Fri 2/5/21</b>											
58	MSBA Review of DESE Submittal	Wed 1/6/21	Tue 1/19/21											
59	DESE Review and Approval	Wed 1/20/21	Fri 2/5/21											
60	<b>Local Funding Approval/ Project Funding Agreement</b>	<b>Mon 1/12/20</b>	<b>Wed 6/9/21</b>											
61	MSBA and Bond Counsel to Review Vote Language	Mon 1/12/20	Fri 1/24/20											
62	Start Spring Town Meeting Process	Mon 1/27/20	Fri 1/8/21											
63	Spring Town Meeting Vote on Project Funding	Tue 4/20/21	Tue 4/20/21											
64	Timeframe in which to Execute the PFA	Wed 2/10/21	Wed 6/9/21											
65	<b>Design Development</b>	<b>Thu 1/7/21</b>	<b>Fri 7/2/21</b>											
66	Design Development Documents	Thu 1/7/21	Tue 4/27/21											
67	DD Cost Estimate	Wed 4/28/21	Tue 5/18/21											
68	DD Value Engineering and Reconciliation	Wed 5/19/21	Wed 5/26/21											
69	Submit DD Package to MSBA	Thu 5/27/21	Thu 5/27/21											
70	MSBA Review/Comments and Project Team Response Period	Fri 5/28/21	Fri 7/2/21											
71	<b>Contract Documents</b>	<b>Fri 5/28/21</b>	<b>Wed 3/16/22</b>											
72	CD 60% Documents	Fri 5/28/21	Thu 8/19/21											
73	CD 60% Cost Estimate	Fri 8/20/21	Thu 9/9/21											
74	CD 60% VE and Reconciliation	Fri 9/10/21	Wed 9/15/21											
75	Submit 60% CD Package to MSBA	Thu 9/16/21	Thu 9/16/21											
76	MSBA Review/Comments & Design Team Response Period	Fri 9/17/21	Thu 10/21/21											
77	Engage Inspectional Services & All Regulatory Departments	Fri 9/17/21	Thu 11/25/21											
78	CD 90% Documents	Fri 9/17/21	Thu 12/16/21											
79	CD 90% Cost Estimate	Fri 12/17/21	Thu 1/6/22											
80	CD 90% VE and Reconciliation	Fri 1/7/22	Wed 1/12/22											
81	Submit 90% CD Package to MSBA	Thu 1/13/22	Thu 1/13/22											
82	MAAB Review and Approval	Fri 1/14/22	Thu 2/17/22											
83	<b>MSBA Review/Comments &amp; Project Team Response Period</b>	<b>Fri 1/14/22</b>	<b>Thu 3/10/22</b>											
84	CD 100% Documents	Fri 1/14/22	Thu 3/10/22											
85	Prepare 100% CDs for Final Bidding	Fri 3/11/22	Wed 3/16/22											
86	<b>LEED</b>	<b>Wed 2/24/21</b>	<b>Wed 7/31/24</b>											
87	LEED Registration	Wed 2/24/21	Tue 3/2/21											
88	LEED Kick-Off Meeting	Tue 3/2/21	Tue 3/2/21											
89	Submit Design Submittal to USGBC	Mon 3/28/22	Fri 6/17/22											
90	Final LEED 10-month Cx Report	Fri 9/1/23	Fri 6/7/24											
91	Final Cx Report, Cx Completion Certificate	Fri 6/21/24	Fri 6/21/24											
92	Construction Submittal to USGBC	Fri 6/21/24	Mon 7/8/24											
93	Targeted Date of LEED Certification Letter	Wed 7/31/24	Wed 7/31/24											
94	<b>CM at Risk Procurement Process</b>	<b>Wed 10/7/20</b>	<b>Wed 4/13/22</b>											
95	SBC Approves Use of CM at Risk Delivery & Selection Committee	Wed 10/7/20	Wed 10/7/20											
96	CM At Risk Application & submit to OIG (if Applicable)	Mon 11/2/20	Mon 11/9/20											
97	Office of Inspector General Review & Approval	Tue 11/10/20	Wed 12/9/20											
98	CM at Risk RFQ Process	Wed 2/17/21	Tue 3/2/21											
99	CM at Risk SOCs Due	Wed 3/3/21	Wed 3/3/21											
100	CM at Risk RFP Process (if Applicable)	Wed 3/10/21	Tue 3/23/21											
101	CM at Risk Proposals Due	Wed 3/24/21	Wed 3/24/21											
102	CM Interviews (Notify CMs that all will be interviewed on this date in RFP)	Wed 3/31/21	Wed 3/31/21											

**DALE STREET ELEMENTARY SCHOOL  
PRELIMINARY PROJECT SCHEDULE  
Feasibility Study/Schematic Design Phase  
December 17, 2019**

ID	Task Name	Start	Finish	16	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
					H1	H2	H1	H2						
103	CM Award/Notice to Proceed	Thu 4/1/21	Thu 4/1/21											
104	Preconstruction	Thu 4/1/21	Wed 4/13/22											
105	GC Site Work Prequalification Process	Wed 8/4/21	Tue 9/14/21											
106	GC Main Construction Prequalification Process	Wed 1/26/22	Tue 3/8/22											
107	<b>Trade Contractor Prequalifications</b>	<b>Thu 6/3/21</b>	<b>Thu 3/3/22</b>											
108	Advertise Trade Contractors/GC RFQ 1	Thu 6/3/21	Wed 6/9/21											
109	Trade Contractor/GC RFQ 1 Advertisement & Response Time	Thu 6/10/21	Wed 6/30/21											
110	Trade Contractors/GC SOQ Due	Wed 6/30/21	Wed 6/30/21											
111	Review Trade Contractor/GC SOQ	Thu 7/1/21	Wed 7/14/21											
112	Prequalification Committee Review Meeting	Wed 7/14/21	Thu 7/15/21											
113	Notify Trade Contractors/GCs for Bidding	Thu 7/15/21	Wed 1/19/22											
114	Advertise Trade Contractors/GC RFQ 2	Thu 1/13/22	Wed 2/9/22											
115	Trade Contractor/GC RFQ 2 Advertisement & Response Time	Thu 1/20/22	Wed 2/9/22											
116	Trade Contractors/GC SOQ Due	Wed 2/9/22	Wed 2/9/22											
117	Review Trade Contractor/GC SOQ	Thu 2/10/22	Wed 3/2/22											
118	Prequalification Committee Review Meeting	Wed 3/2/22	Wed 3/2/22											
119	Notify Trade Contractors/GCs for Bidding	Thu 3/3/22	Thu 3/3/22											
120	<b>Permitting and Regulatory Filing Requirement</b>	<b>Wed 8/25/21</b>	<b>Fri 4/1/22</b>											
121	Zoning Board of Appeals	Mon 9/20/21	Fri 2/4/22											
122	Notice of Intent to Conservation Commission (Review based on Preliminary Site Design w/ Final Site Design due at 60% CD)	Wed 8/25/21	Tue 1/11/22											
123	NPDS Construction General Permit	Mon 2/7/22	Fri 3/4/22											
124	EPA-NPDES/SWPPP	Mon 3/7/22	Fri 4/1/22											
125	Permits from City Engineering Department	Mon 2/14/22	Fri 2/25/22											
126	Special Permit to Planning Department (parking)	Mon 2/14/22	Fri 2/25/22											
127	Building Permit	Mon 2/28/22	Fri 3/25/22											
128	<b>Bid Phases (Site &amp; Main Construction either DBB or CMR)</b>	<b>Wed 6/2/21</b>	<b>Fri 5/19/22</b>											
129	Early Site Work Bid Period (after DD)	Wed 6/2/21	Wed 6/23/21											
130	Award Stilework Contract	Thu 6/24/21	Thu 6/24/21											
131	CM - Early Foundations Bid Period (after 60% CD)	Wed 9/22/21	Wed 10/13/21											
132	Award Foundations Contract	Thu 10/14/21	Thu 10/14/21											
133	CM - Early Steel Bid Period (after 90% CD)	Wed 1/19/22	Wed 2/9/22											
134	Award Steel Contract	Thu 2/10/22	Thu 2/10/22											
135	Main Bid Period	Wed 3/16/22	Wed 4/20/22											
136	Final GMP Contract	Thu 4/21/22	Fri 5/13/22											
137	<b>Construction</b>	<b>Fri 6/25/21</b>	<b>Fri 9/1/23</b>											
138	Early Mobilization	Fri 6/25/21	Thu 7/8/21											
139	Start Early Site Work Construction	Fri 7/9/21	Thu 10/28/21											
140	Start Early Foundations/Concrete Construction	Fri 10/15/21	Thu 4/21/22											
141	Start Early Steel Construction	Thu 2/10/22	Wed 9/21/22											
142	Start Main Construction	Wed 7/6/22	Tue 6/27/23											
143	Substantial Completion	Wed 6/28/23	Wed 6/28/23											
144	FFE Installation	Thu 6/29/23	Wed 8/2/23											
145	Punchlist	Thu 6/29/23	Wed 8/23/23											
146	Final Completion of New School	Thu 8/24/23	Thu 8/24/23											
147	Teacher Move-In	Fri 8/25/23	Fri 9/1/23											
148	<b>School Opening</b>	<b>Wed 9/6/23</b>	<b>Wed 9/6/23</b>											
149	<b>Project Closeout Phase</b>	<b>Wed 9/6/23</b>	<b>Fri 1/19/23</b>											
150	Prepare and Submit Closeout Documents	Wed 9/6/23	Thu 10/5/23											
151	Final Application for Payment	Fri 10/6/23	Fri 10/6/23											
152	Submit 100% DCAMM Contractor Evaluations	Mon 10/9/23	Fri 10/13/23											
153	Final Reimbursement Request	Mon 10/16/23	Fri 11/3/23											
154	MSBA Closeout Documents Submitted	Fri 11/3/23	Fri 11/3/23											





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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: December 10, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**ARROWSTREET INC.**

is a domestic corporation organized on **August 03, 1964** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; 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: 19120256310

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

Processed by:

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Arrowstreet Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>10 Post Office Sq Ste 700N</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Boston, MA 02109</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
0	4	-	2	3	2	3	8	2	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/9/2019</u>
------------------	----------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Attachment D

**CERTIFICATE OF AUTHORITY**

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

Arrowstreet Inc. held on 9 December 2019 it  
(Name of Corporation) (Date)

Was voted that: Laurence S. Spang Clerk  
(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 Clerk Laurence S. Spang under seal of the company, (Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Laurence S. Spang

TITLE: Clerk / Principal

PLACE OF BUSINESS: 10 Post Office Sq. Suite 700N

Boston, MA 02109

DATE OF THIS CONTRACT: 11 December 2019

President

I hereby certify that I am the ~~clerk~~ of the Arrowstreet Inc.  
(Name of Corporation)

And that Laurence S. Spang is duly elected Clerk  
(NAME) (POSITION)

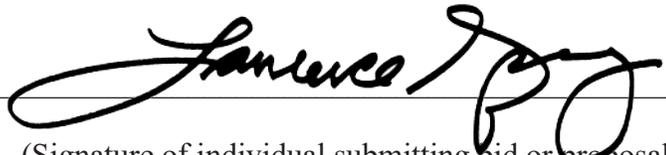
Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.



Amy Korte  
(~~CLERK~~) (President) Amy Korte, AIA

## 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)

Arrowstreet Inc. \_\_\_\_\_

Name of Business

11 December 2019 \_\_\_\_\_

Date

## Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,  
Laurence Spang, authorized signatory for  
Arrowstreet Inc., do hereby certify under the pains and  
penalties of perjury that said contractor has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

  
Signature

Name Laurence Spang

Title Principal

Date 11 December 2019

**BVP-L3-1  
(9-2019)**

OMB Control No.: 0607-0151  
Expiration Date: 11-30-2021



**UNITED STATES DEPARTMENT OF COMMERCE  
U.S. Census Bureau**

Office of the Director  
Washington, DC 20233-0001 Mail Stop 7400

January 2020

Sequence: 027231-002587  
BAS ID: 32502139765

Mr. Gus Murby  
Chairman  
Select Board  
459 Main St  
Medfield, MA 02052-2009

A Message from the Director, U.S. Census Bureau:

The U.S. Census Bureau is now conducting the Initial Boundary Validation Program (BVP). The Initial BVP is your opportunity, as the Highest Elected Official, to review the Census Bureau's boundary data to ensure the Census Bureau has the correct legal boundary, name, and status for your government. The Census Bureau uses this boundary information to tabulate data for the 2020 Census.

The Initial BVP package includes an Initial BVP form and paper maps, or a CD/DVD containing maps, for your government. The maps should reflect the legal boundary for your government effective on January 1, 2020.

**Please review our depiction of your legal boundary for accuracy and return the completed Initial BVP form by March 1, 2020.** Return the completed Initial BVP form by email at <geo.bas@census.gov>, by fax (1-800-972-5652), or using the enclosed postage-paid envelope.

The Initial BVP is conducted in parallel with the 2020 Boundary and Annexation Survey (BAS). Your state participates in a BAS state agreement, so your state BAS contact is responsible for submitting updates to the BAS on behalf of your government. If any information is incorrect, please work with your state BAS contact to submit corrections. Contact information for your state's BAS contact is printed below. If boundary updates are submitted to the BAS by March 1, 2020, you will have an additional opportunity to verify your government's boundaries prior to the final data tabulation for the 2020 Census. Changes received after March 1, 2020 will be used to correct the boundary, but we will not have sufficient time to send you an updated map before final data tabulations.

**State BAS Contact Information**

Our records indicate your state BAS contact is:

Name: Mr. Daniel Marrier  
Position: Senior GIS Analyst  
Department: Information Technology MassIT  
Mailing Address: 1 Ashburton Pl Rm 804  
Boston, MA 02108  
Phone: 617-626-4537  
Email: daniel.marrier@state.ma.us

Please contact the Census Bureau with questions about the BVP or BAS through email at <geo.bas@census.gov>, by phone at 1-800-972-5651, or visit our website at <<https://www.census.gov/programs-surveys/bas/information/bvp.html>>. Thank you for your participation in the Initial BVP.

Enclosures



BAS ID: 32502139765  
Sequence: 027231-002587



## 2020 Initial Boundary Validation Program (BVP)

The U.S. Census Bureau is now conducting the Initial BVP. The Initial BVP is your opportunity, as the Tribal Chair (TC)/Highest Elected Official (HEO), to review and ensure the Census Bureau's boundary data for your government is accurate. The enclosed paper maps or maps on the CD/DVD should reflect the legal boundary for your government effective on January 1, 2020.

**Please review the maps for accuracy, then complete and return this form to the Census Bureau by March 1, 2020.** (Please check a box. Sign below if the boundary is correct.)

<input type="checkbox"/> <b>The legal boundary for our government is correct.</b> (Please sign below.)
<input type="checkbox"/> <b>The legal boundary for our government is <u>NOT</u> correct.</b>
I, as the Tribal Chair/Highest Elected Official, verify that the boundary for our governmental unit is correct.
<b>Signature:</b> _____
<b>Print Name:</b> _____
<b>Date:</b> _____
<b>Tribal Reservation/Government Name:</b> <u>Medfield</u> <b>State:</b> <u>MA</u>

If the Census Bureau's boundary is incorrect, please work with your Boundary and Annexation Survey (BAS) contact to submit corrections through the BAS program. Information for your BAS contact is found on the cover letter in this package.

Please review and correct the contact information printed below. Our records indicate the TC/HEO contact is:

Name: Mr. Gus Murby  
Position: Chairman  
Department: Select Board  
Mailing Address: 459 Main St  
Medfield, MA 02052-2009  
Phone: 508-359-8505  
Email: gmurby@medfield.net

### Form return options:

#### Email:

Scan and email the completed form to  
<[geo.bas@census.gov](mailto:geo.bas@census.gov)>.

#### Fax:

Fax the completed form to  
**1-800-972-5652**

#### Mail:

Use the provided postage-paid envelope to mail the completed form to

**U.S. Census Bureau  
National Processing Center  
Attn: BVP Returns, Bldg. 63E  
1201 East 10th Street  
Jeffersonville, IN 47132**

# Boundary Validation Program



## What is the 2020 Boundary Validation Program (BVP)?

The BVP provides Tribal Chairs (TCs) and Highest Elected Officials (HEOs) of eligible tribal, state, and local governments a final opportunity to ensure the U.S. Census Bureau has the correct legal boundary, name, and status for their government. The Census Bureau will use this information to tabulate data for the 2020 Census.



## The BVP validates the creation, dissolution, and changes in boundaries for:

- All federally recognized tribes with reservations and/or off-reservation trust land.
- All actively functioning counties or county equivalents.
- Incorporated places (including consolidated cities).
- All functioning minor civil divisions.
- Municipios, barrios, barrio-pueblos and subbarrios in Puerto Rico.

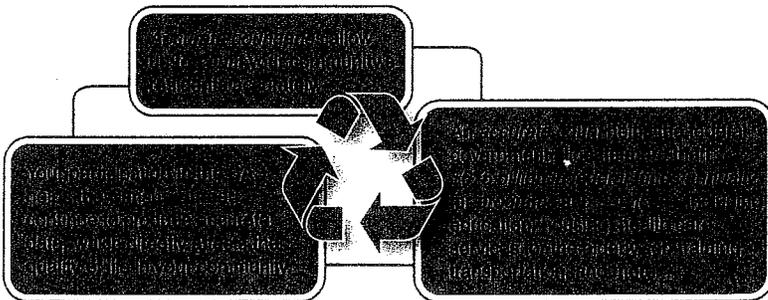
## How does the BVP relate to Boundary and Annexation Survey (BAS)?

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## How does the BVP benefit you?

The U.S. Census Bureau uses legal boundaries collected through the BAS to tabulate data for the 2020 Census.

Responding to the BVP ensures that tribal, state, and local governments have the most accurate boundary data available for the tabulation of the 2020 Census housing and population counts. This data is the base for ongoing programs such as the American Community Survey and Population Estimates Program. Government agencies and other groups use this tabulated data to allocate \$675 billion of government funds to communities across the country. Legal boundary data is also made publicly available and is used by federal agencies, researchers, and the public.



## How to participate?

The BVP is conducted in two phases, Initial BVP and Final BVP. During each of these phases, TCs and HEOs are instructed to work with their BAS contact to review and update their government's boundary, name, and status information. TCs and HEOs do not need to register to participate in BVP. The materials will be provided automatically.

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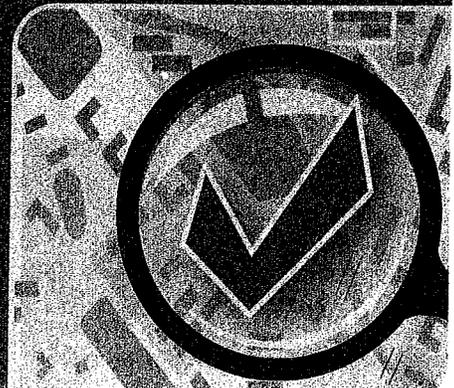
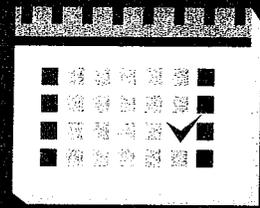
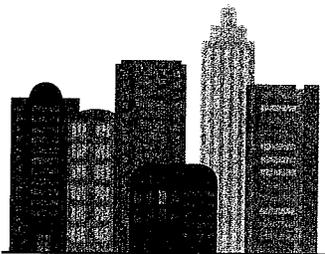
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## Responding with boundary updates is easy.

The Census Bureau provides multiple free, user-friendly methods for the BAS contact to report boundary corrections through participation in BAS.

- Paper option: Participants can request free paper maps and annotation materials from the BAS Web site.
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- Advanced digital option: Experienced GIS users have the opportunity to download shapefiles from the BAS Web site and make updates using their own GIS software (e.g., ArcGIS).





Evelyn Clarke &lt;eclarke@medfield.net&gt;

---

**Council on Aging Board Membership**

1 message

---

**heidi.groff@comcast.net** <heidi.groff@comcast.net>  
To: eclarke@medfield.net, rlynch@medfield.net

Wed, Jan 8, 2020 at 6:43 PM

93 Plain Street  
Medfield, MA 02052-3300

January 7, 2020

TO;Selectmen,Town of Medfield

I am volunteering for a position on the Board of Council on Aging  
Serving Medfield residents of all ages is critical to the integrity and hospitality of our town.  
I have served on the Board of Health in the past and am familiar with membership on a town  
Board.

Sincerely,

Heidi Groff ARNP, MPH

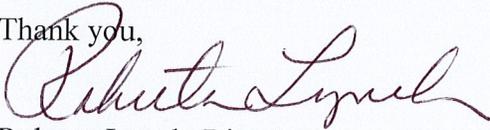
The CENTER at Medfield  
Medfield Council on Aging  
One Ice House Road  
Medfield MA 02052  
508-359-3665

January 16, 2020

Dear Board of Selectmen,

On behalf of the Council on Aging board, I would like to recommend Heidi Groff for the open position on the Council on Aging Board. Ms. Groff has board experience, serving as a member on the Medfield Board of Health for 8 years. More importantly, she is a relatively new participant at the Center, which brings new ideas and possibilities.

Thank you,

A handwritten signature in cursive script, appearing to read "Roberta Lynch".

Roberta Lynch, Director  
Medfield Council on Aging



BAS ID: 32502139765  
Sequence: 027231-002587



## 2020 Initial Boundary Validation Program (BVP)

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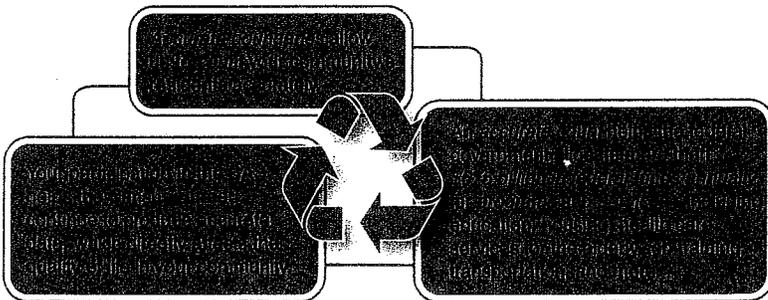
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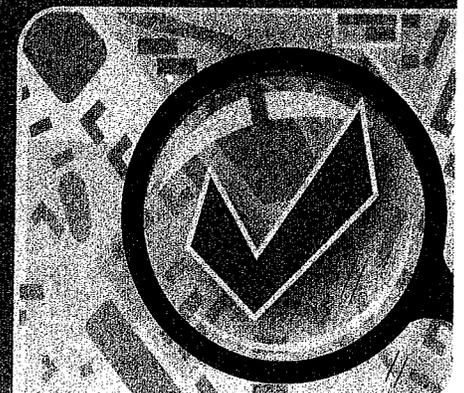
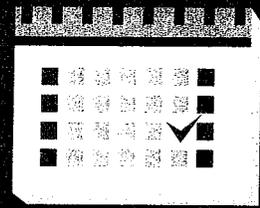
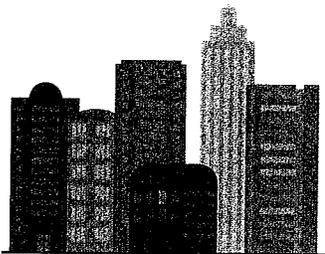
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Medfield High School Theatre Society requests permission to place signs February 28 to March 15 advertising their production of *Into The Woods*

**PROPOSAL to the TOWN OF MEDFIELD**  
**5<sup>th</sup> Annual Hunter's Run 5K and 1 mile Fun Run**  
**April 5, 2020**

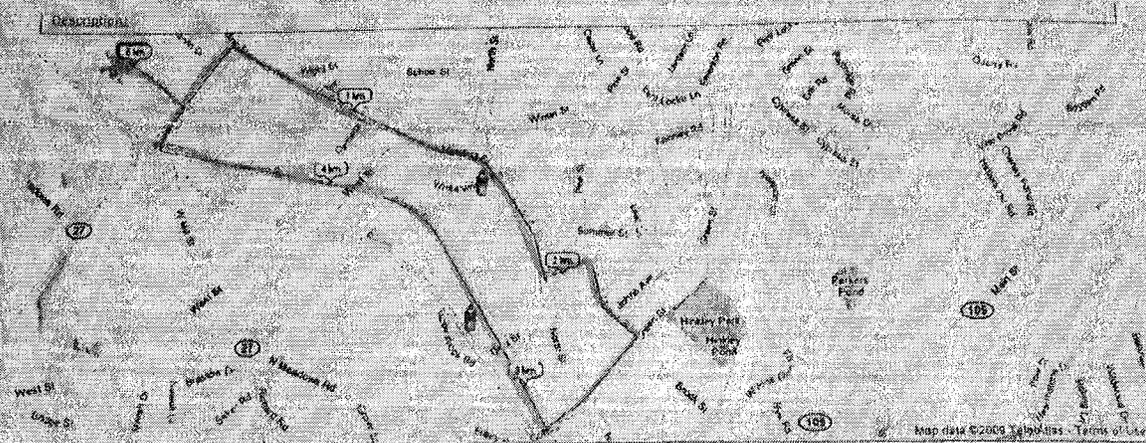
I am seeking for approval to hold the 5<sup>th</sup> Annual Hunter's Run to be April 5, 2020. This event has grown from year to year. Last year we had 300 runners. We hope to make our 5<sup>th</sup> year the largest yet. We have had great success the past four years of holding a fun event in the Spring while bringing Organ Donation Awareness to our community. With the funds raised we have been able to give back to local charities as well as Boston Children's Hospital Pediatric Transplant Center and Donate Life. Last year with our additional funds we were able to help Medfield's Helping Hands organization. It is such a great feeling to give back to our community!

I do have help in organizing the event through my work, friends, and the countless number of kind people I know around town who have offered to help. I also have approval from Chief Guerette of the Medfield Police. I am a Health Coach, so getting our community moving more is also a desire of mine. Plus, I feel the time of the year is great, hopefully the snow will be melted and it will be a fun way to get people outdoors.

**PROPOSED ROUTE INFORMATION**

I am an employee at Kingsbury Club. They have a certified 5K route that begins and ends at the end of Ice House Road. I propose to use this route as well as the facility for restrooms, and parking. I have permission to use the Kingsbury Club for the event. The course is as follows, a certified 5K:

## Kingsbury Classic 5K Route



- Left out of driveway onto West Mill Street
- Right onto Harding Street (turns into North Street)
- Left onto Lowell Mason Road to end
- Right onto Green Street
- Cross North Street onto Cottage Street
- Right onto Adams Street, through stop sign
- Right onto West Mill Street
- Finish at Kingsbury Club on left

Thank you for considering my event. Please contact me via phone or via email, my information is as follows:



Kristen Williams  
29 Evergreen Way  
Health Coach, Kingsbury Club  
MS Health & Wellness Promotion  
508.314.8795  
swierky43@comcast.net



Evelyn Clarke &lt;eclarke@medfield.net&gt;

---

## 2020 Harvest Ride for Respite and Medfield

2 messages

Mark Walter <mwaltersme@gmail.com>  
To: eclarke@medfield.net

Thu, Nov 14, 2019 at 1:20 PM

Hi Evelyn,

As discussed yesterday, I am working with the Michael Carter Lisnow Respite Center in Hopkinton, MA to develop the inaugural Harvest Ride for Respite, a charity bike ride to raise funds for this organization. The event is scheduled for Saturday, 9/26/20, and I'm writing to request approval for the ride to come through Medfield.

### ABOUT THE RESPITE CENTER

Now in it's 22nd year and serving hundreds of families, the Michael Carter Lisnow Respite Center provides emotional and physical support for individuals with disabilities and their families. Learn more at their website here: <http://www.hopkintonrespite.com/>

### RIDE OVERVIEW AND THE ROUTE

This event begins and ends at the Elmwood School in Hopkinton and will feature 3 ride distances - 27, 50 and 100 miles. Only the 100 mile ride will come through Medfield and we estimate 40-60 cyclists will participate in the 100 mile ride.

Cyclists enter Medfield from Sherborn along Rte 27 and then:

- Continue on MA-27 S in Medfield
- Turn left onto Dale St
- Turn left onto North St
- Turn right onto Pine St
- Ride on Pine St into Dover

The above represents miles 52-57 of the 100 mile ride.

### EVENT SCHEDULE AND TIMING

The rides in the event will follow a staggered start schedule as follows:

- 7:30am: 100 mile ride start
- 9:30am: 50 mile ride start
- 11:00am: 27 mile ride start

Cyclists are expected to be riding through Medfield from approximately 9:30am until 12:30pm.

### COURSE MARKINGS

Beginning a few days before the event, the route will be marked with biodegradable arrow stickers and spray chalk that will wash away within a couple weeks. Signs will also be posted along the route which will be removed from the course within 48 hours of the event. These course markings are essential to safely and effectively guide cyclists along the route.

### RIDER SAFETY & POLICE DETAILS

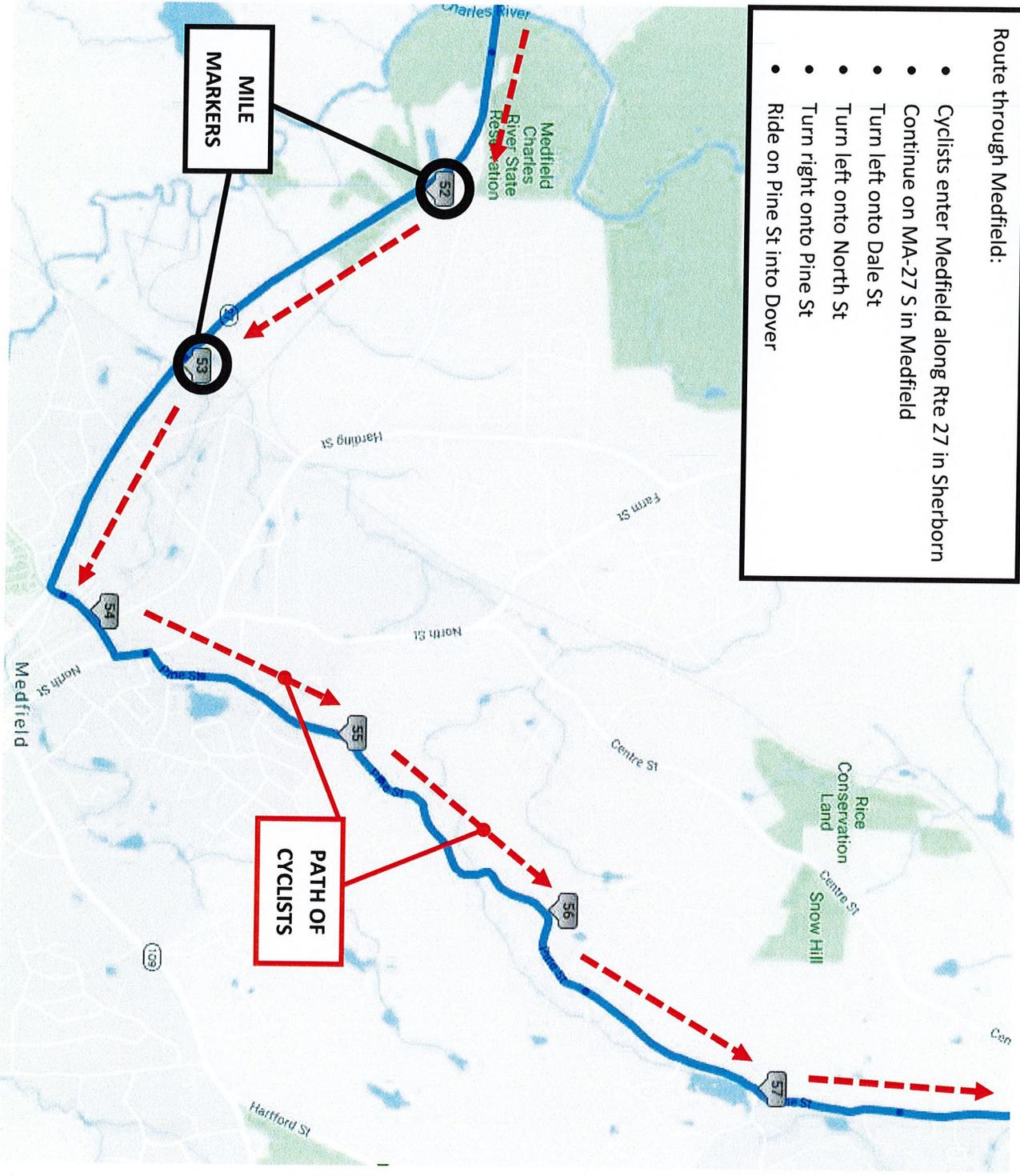
Ensuring the safety of cyclists is our highest priority. Cyclists will be instructed to obey the rules of the road, to wear a helmet and to ride single file. They will be given route directions and phone numbers to call for assistance and aid stations with hydration and nutrition will be set-up along the routes. Volunteers will also be positioned at critical spots to help direct cyclists and to raise awareness with local residents of the event.

I welcome the input of the Medfield Police on the need for police details for this event. Two potential locations are at the left turn from Rte 27 to Dale St and the left turn from Dale St to North St.

**HARVEST RIDE FOR RESPITE – SAT, 9/26/20**

**ROUTE THROUGH MEDFIELD (Miles 52-57 of the 100 mile ride)**

- Route through Medfield:
- Cyclists enter Medfield along Rte 27 in Sherborn
  - Continue on MA-27 S in Medfield
  - Turn left onto Dale St
  - Turn left onto North St
  - Turn right onto Pine St
  - Ride on Pine St into Dover



The CENTER at Medfield  
Medfield Council on Aging  
One Ice House Road  
Medfield MA 02052  
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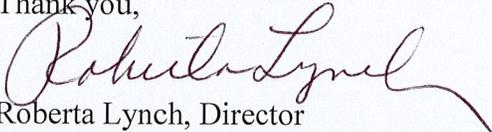
January 16, 2020

Dear Board of Selectmen,

The Council on Aging requests permission to serve wine and beer at the following events:

- Saint Patrick's Dinner Wednesday, March 18 from 4-7pm
- April Supper Club Wednesday, April 22 from 4-7pm
- CHICO's Fashion Show (dates TBD April 1 or 15) 4-6:30pm
- May Supper Club Wednesday, May 20 from 4-7 pm

Thank you,



Roberta Lynch, Director  
Medfield Council on Aging



January 3, 2020

Dear Local Official,

The Massachusetts Municipal Association's Annual Business Meeting will take place during the MMA Annual Meeting and Trade Show. This year, the Business Meeting is scheduled from 10:15 to 11:50 a.m., on Saturday, January 25, 2020, in Ballroom A at the Hynes Convention Center in Boston.

This letter outlines the voting procedures at the Annual Business Meeting. Each MMA member city or town is entitled to **ONE** vote. In order to vote at the meeting, a local official must be:

- The Mayor in a member city;
- The Chair of the Board of Selectmen or the Chair of the Town Council in a member town;

If an official from one of these categories cannot attend the January 25th business meeting, a councillor, selectman, or manager from that same MMA member city or town can vote in the person's place - but **only with written authorization** from the Mayor or Chair of the Board of Selectmen or Town Council.

These voting requirements are clearly stated in the MMA bylaws as follows:

"The following individuals are hereby designated as voting delegates and shall vote on behalf of members eligible to vote at any meeting of the members: (i) in the case of a city (A) its chief executive, or (B) a councillor designated in writing by such chief executive officer; (ii) in the case of a town, (A) the chairman of the Board of Selectmen, the chairman of the Town Council, or (B) another selectman or councillor designated in writing by such chairman, or (C) the manager designated in writing by such chairman."

Eligible voters must pick up a single vote card in order to cast votes at the MMA Annual Business Meeting. Only one vote card will be issued per community. Vote cards will be available at a station outside of the Annual Business Meeting.

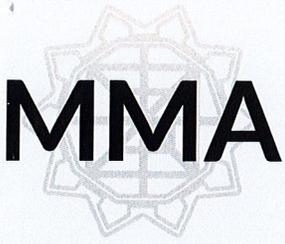
Those officials who cannot attend the Annual Business Meeting, and who wish to designate someone else to take their place, must send in written authorization beforehand to the MMA, c/o Alandra Champion, [achampion@mma.org](mailto:achampion@mma.org) or One Winthrop Square, Boston, MA 02110. We must receive these designation forms by Monday, January 13<sup>th</sup> at the latest. Please remember to include your signature when filling out the enclosed form.

Thank you very much -- we look forward to seeing you in January at Annual Meeting!

Sincerely,

A handwritten signature in black ink, appearing to read "Geoffrey C. Beckwith". The signature is written in a cursive, flowing style.

Geoffrey C. Beckwith  
Executive Director



**Massachusetts Municipal Association  
Annual Business Meeting  
Saturday, January 25, 2020**

**Credential Vote Form**

**Note:** Please fill out if you, as the eligible voting member, **cannot** attend the MMA Annual Business Meeting and wish to designate another person from your community to vote in your place.

\_\_\_\_\_ I cannot attend the MMA Annual Business Meeting on  
Saturday, January 25, 2020.

Signature \_\_\_\_\_

Municipality \_\_\_\_\_

I authorize the following person to vote in my place:

Name \_\_\_\_\_

Title \_\_\_\_\_

**Please Return by Monday, January 13 to:**

**Alandra Champion  
MMA**

**One Winthrop Square  
Boston, MA 02110**

**Fax: 617-695-1314**

**Email: [achampion@mma.org](mailto:achampion@mma.org)**

<p><b>NOTICE TO APPEAR FOR</b> Hearing for Judgment on Pleading</p>	<p>DOCKET NUMBER <b>1782CV01435</b></p>	<p><b>Trial Court of Massachusetts The Superior Court</b></p> 
-------------------------------------------------------------------------	---------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

<p>CASE NAME: <b>Goldman, David et al vs. Leslee A Willitts, Medfield Conservation Agent et al</b></p>	<p>Walter F. Timilty, Clerk of Courts</p>
------------------------------------------------------------------------------------------------------------	-------------------------------------------

<p>TO:  Mark Gordon Cerel, Esq. P.O. Box 9 5 North Meadows Rd Medfield, MA 02052</p>	<p>COURT NAME &amp; ADDRESS  Norfolk County Superior Court 650 High Street Dedham, MA 02026</p>
----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

The Court will hear the following event:  
**Hearing for Judgment on Pleading**

Counsel should appear as follows:

**Date: 02/05/2020**  
**Time: 02:00 PM**

**Session/ Courtroom Location: Civil A / DED-1st FL, CR 10 (SC)**

**FURTHER ORDER OF THE COURT:**  
**P#19.0 Deft Motion for Judgment on the Pleadings**  
**P#20.0 Pliff's Cross-Motion & Supporting Memo for Judgment on the Pleadings**

<p>DATE ISSUED <b>12/30/2019</b></p>	<p>ASSOCIATE JUSTICE <b>Hon. Rosalind H Miller</b></p>	<p><b>Walter F. Timilty, Clerk of Courts</b></p>
------------------------------------------	------------------------------------------------------------	--------------------------------------------------



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, MassDOT Secretary & CEO



January 2<sup>nd</sup>, 2020

Kristine Trierweiler  
Town Administrator  
459 Main Street  
Medfield, MA 02052

Dear Town Administrator Trierweiler,

We are pleased to inform you that the Legislature recently approved the supplemental budget that I filed, including an additional \$20 million in Chapter 90 local transportation aid funding for Fiscal Year 2019. This represents a 10% increase over the usual funding amount.

This letter certifies that your community's Chapter 90 apportionment for Fiscal Year 2020 is **\$454,449**. This amount includes the monies previously approved in Chapter 16 of the Acts of 2019, and the new supplemental amount of **\$41,314** that I approved by signing this new legislation. The apportionment will be incorporated automatically into your existing 10-year Chapter 90 contract, which will be available on the MassDOT website: <https://www.mass.gov/chapter-90-program>

This funding represents our continued commitment to assisting cities and towns in addressing the maintenance, modernization, and resiliency of your local roads, which are a critical part of the Commonwealth's transportation network. The Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

As always, we encourage you to explore opportunities for additional infrastructure funding through MassDOT's Complete Streets and Municipal Small Bridge Programs (further information available at: <http://www.massdot.state.ma.us/>). For program specific questions please contact the following:

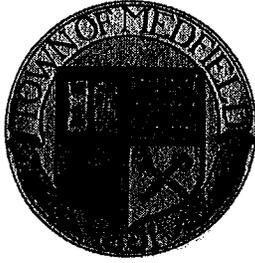
- **Chapter 90 Program** –State Aid Engineer Kathy Stevens at (413) 637-5765 or [Kathy.Stevens@dot.state.ma.us](mailto:Kathy.Stevens@dot.state.ma.us)
- **Complete Streets and Municipal Small Bridge Program** – Municipal Grants Program Administrator Eileen Gunn at (857) 368-8817 or [Eileen.Gunn@dot.state.ma.us](mailto:Eileen.Gunn@dot.state.ma.us)

Thank you for all that you do to make the Commonwealth of Massachusetts a great place to live, work, and raise a family.

Sincerely,

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor



# TOWN OF MEDFIELD

Office of the

## BOARD OF APPEALS

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-2009

No. 1379

January 8, 2020

*Decision of the Board of Appeals on the petition of: Anthony F. Delapa Realty Trust*

Property owned by: Anthony F. Delapa Realty Trust

Location of Property: 26 & 30 Millbrook Road, Medfield, Massachusetts

Norfolk County Registry of Deeds: Book: 522 Page: 57

Medfield Assessors' Record: Map: 52 Lot: 041 and Map: 52 Lot: 043

Zoning District: Residential Town (RT) with Primary Aquifer Overlay

RECEIVED  
TOWN OF MEDFIELD, MASS  
20 JAN - 9 A 11: 11  
OFFICE OF THE  
TOWN CLERK

By application dated September 13, 2019 (the "Application"), which was filed with the Board of Appeals on September 16, 2019, Anthony F. Delapa Realty Trust, Box 277, Norwood, MA 02062 (the "Applicant") seeks a variance under MGL Chpt. 40A §10 from §300-6.2 of the Medfield Zoning Bylaw and Attachment 2, its Table of Area Regulations, at Note 1, which require a buildable lot to have 40,000 sf of contiguous upland. The Applicant seeks a variance from the contiguous upland requirement for a lot resulting from the merger of the existing lots, creating one 84,075 sf buildable house lot with 42,856 sf of non-contiguous upland. The property is located at 26 and 30 Millbrook Road; Assessors' Map 52 Lots 041 & 043; RT Zoning District with Primary Aquifer Overlay (hereinafter interchangeably the "Property" or "Locus").

Notice of the Application was published in the *Medfield Press* on October 25, 2019 and November 1, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of neighboring towns. A public hearing was scheduled in accordance with said notice on Wednesday, November 13, 2019. At the Applicant's request, the hearing was

postponed and formally opened on Wednesday, December 11, 2019. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision. A site visit was held on Thursday, December 19, 2019 at 8:15 am in order to assist the Board members and other interested parties in becoming familiar with the Locus. No testimony was taken.

### **FINDINGS OF FACT**

Based on the evidence presented at the hearing, the Board makes the following Findings of Fact:

1. The Property is situated at 26 & 30 Millbrook Road, Medfield, MA, Medfield, Massachusetts and is shown on Assessors' Map 52 Lots 041 & 043; RT Zoning District with Primary Aquifer Overlay.
2. The Anthony F. Delapa Realty Trust purchased Lots 26 and 30 Millbrook Road on June 14, 1977.
3. The lots are undeveloped and wooded and are approximately 42,666 square feet and 41,209 square feet, respectively. The lots are adjacent to each other, with a wetland spanning the middle of the combined lot.
4. The lots are located in the Residential Town District, which requires lots to have 40,000 square feet of area. These lots each individually are over 40,000 square feet, but the current Table of Area Regulations of the Bylaw, added by Town Meeting action in 1995, has an additional requirement for area calculation: the "minimum lot area shall be calculated to include only contiguous land which is not in wetlands ... " Applying this criterion to the area calculation means that lots 26 and 30 have approximately 18,183 square feet and 24,672 square feet of contiguous upland area, respectively, and therefore do not comply with the current Area Regulations of the Bylaw.
5. The Applicant proposes to merge two existing lots to create one buildable lot and seeks a variance from the contiguous upland requirement for a lot resulting from the merger of the existing lots, creating one 84,075 sf buildable house lot with 42,856 sf of non-contiguous upland.

6. Plan of Record: "Proposed Sewage Disposal System, 30 Millbrook Road, Medfield, MA" prepared by GLM Engineering Consultants, Inc., Holliston, MA; May 3, 2018.

### OPINION

Massachusetts General Laws, Chapter 40A, Section 10 governs the power of this Board to issue variances. The relevant portion of the statute reads as follows:

The permit granting authority shall have the power after public hearing for which notice has been given by publication and posting as provided in section eleven and by mailing to all parties in interest to grant upon appeal or upon petition with respect to particular land or structures a variance from the terms of the applicable zoning ordinance or by-law where such permit granting authority specifically finds that owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures, but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law.

Section 300-14.11 of the Medfield Zoning By-Law simply notes that the Board's power to grant variances is governed by Massachusetts General Laws, Chapter 40A. Accordingly, the Applicant cannot obtain a variance in this proceeding unless the requirements of the statute are satisfied.

Variances are not a matter of legal right. Ferrante v. Board of Appeals of Northampton, 345 Mass 158 (1961) and the Supreme Judicial Court has made it plain that variances are to be granted sparingly. Planning Board of Springfield v. Board of Appeals of Springfield, 355 Mass. 460 (1969). Thus, this Board must apply conservatively the provisions of Massachusetts General Laws, Chapter 40A, Section 10, which sets forth the statutory conditions for the grant of a variance. It is also important to note that all of the conditions of the statute must be found to exist before this Board can grant a variance. Blackmon v. Board of Appeals of Barnstable, 334 Mass. 466 (1956); Bottomley v. Board of Appeals of Yarmouth, 353 Mass. 474 (1968).

It is additionally important to recall here the limited suitability of variances from

local zoning ordinances or bylaws, which represent a waiver of rules adopted by the local legislative body. Thus, “[it] is only in rare instances and under exceptional circumstances that relaxation of the general restrictions established by the statute ought to be permitted. The power granted is only for the relief of specific instances, peculiar in their nature.”

Norcross v. Bd. of Appeal of the Bldg. Dep’t of the City of Boston, 255 Mass. 177, 185 (1926). Granting variances utilizing any lesser standard would only impermissibly neuter the power of the local legislative body.

The Board is guided by three (3) separate prongs outlined within Chapter 40A, Section 10, of which the Applicant is required to satisfy all three, and in this decision we address each in order:

- 1) “...owing to circumstances relating to the soil conditions, shape, or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located...”

The Board acknowledges that the lots at issue do indeed contain hydric soil conditions but we do not believe that the condition is unique to the properties. In fact, wetlands are very common in this area of Medfield. While the Applicant argues “the location of the wetland interrupting the contiguity of the upland area is unusual as compared to lots in the zoning district, and there are likely not many properties in the district that consist of two preexisting, legal nonconforming lots held in common since prior to the zoning amendment, with each lot having uplands area that could comply with non-zoning wetlands regulations, while lacking sufficient contiguous uplands to meet the new zoning standard,” the Board does not believe that this warrants a variance given that the Applicant owned the property for almost twenty years prior to the 1995 zoning bylaw amendment that currently requires the amount of contiguous uplands and did not pursue a zoning freeze pursuant to Section 6 of MGL Chapter 40A, the Massachusetts Zoning Act. Section 6 provides that an amendment to a zoning bylaw does not apply to any use lawfully begun, or any building permit or special permit issued “*before the first publication of notice of the public hearing on such ...bylaw [amendment] required by section five [of the Zoning Act].*” Section 6 also creates two categories of plan freezes: (1) a definitive subdivision plan freeze and (2) an ANR plan freeze. These so-called plan freezes are a very powerful tool for a developer, since as the court said in Long v. Board

of Appeals of Falmouth, 32 Mass.App.Ct. 232, 238 n.7 (1992), “[a]s we interpret the statute, it has the potential for permitting a developer, or at least a sophisticated one, to frustrate municipal legislative intent by submitting a plan not for any purpose related to subdivision control and not as a preliminary to a conveyance or recording but solely for the purpose of obtaining a freeze.”<sup>1</sup>

- 2) “...a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner...”

The Board does not find that a strict application of the Medfield Zoning Bylaw would result in substantial hardship to the Applicant because the properties have been classified by the Medfield Board of Assessors as “undevelopable” since 1973, prior to the Applicant acquiring the parcels in 1977. Furthermore, the Property’s soil conditions, shape, and topography have remained the same, and open and understood to the Applicant, since the time the Applicant acquired the parcels in 1977. The Board therefore does not agree with the Applicant’s assertion that a strict application of the Zoning Bylaw would result in a substantial hardship “because it would deprive the Applicant of a reasonable use of the lots that is consistent with the use made of the other abutting lots.” Rather, and plainly speaking, the Applicant knew what it had, and knew that what it had was different than its abutting lots, when the Applicant purchased the Locus some 42 years ago.

A landowner's desire to maximize his profits from his land also does not qualify as a "substantial hardship." *See Perez v. Board of Appeals of Norwood*, 54 Mass. App. Ct. 139 (2002) (citations omitted). In *Hoffman v. Cambridge Zoning Bd. of Appeals*, 2012 WL 2014271 \*1, \*20 (Mass. Land Ct. June 5, 2012), the court articulated this concept as follows:

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<sup>1</sup> The Applicant did not argue that the timing of its request had anything to do with the Trust’s settlor’s advanced age, but this fact did become a part of the discussion during the hearing. Had this been a part of the Applicant’s argument, the law is also clear that personal situations, such as a landowner’s age or health, or case-specific sympathetic bases, will likely not rise to the level of substantial hardship necessary because they have nothing to do with the soil, shape, or topography of the underlying land. *See Sodano v. Marks*, 2012 WL 1345314\*1 (Mass. Land Ct. April 17, 2012).

And while the statute [M.G.L. c. 40A, § 10] does include financial hardship among those which will support the grant of a variance, the cases are clear that this does not mean that every inability to maximize the possible economic gain theoretically available to be extracted from a lot constitutes a valid hardship . . . "[The SJC did not] construe the use of the words 'financial or otherwise' in the statute to mean that a deprivation of potential advantage constitutes a 'substantial hardship'" (quoting *Bruzzese v. Bd. of Appeals of Hingham*, 343 Mass. 421, 424 (1962)).

- 3) "...desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law."

In our judgment, the Applicant also does not satisfy this threshold of the statute, particularly as it relates to the soil conditions at the Locus. The purpose of Article 34 of 1995 Annual Town Meeting was to "further protect wetlands, groundwater and steep hillsides from encroaching development"<sup>2</sup> whereby the minimum lot area shall be calculated to include only contiguous land which is not in wetlands. If a variance were to be granted, the Board finds that it would substantially derogate from the intent or purpose of such by-law.

#### **DECISION:**

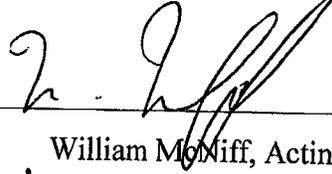
Based on the Findings of Fact and the discussion set forth above, the Board denies the Application of Anthony F. Delapa Realty Trust for a variance at 26 and 30 Millbrook Road; Assessors' Map 52 Lots 041 & 043.

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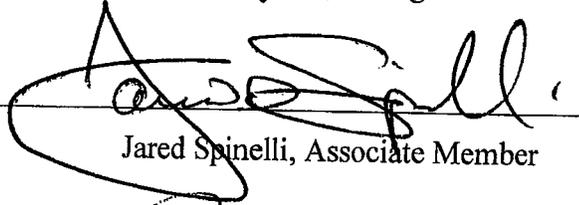
<sup>2</sup> 1995 ATM Handout (on file in Planning Department)

THIS DECISION WAS UNANIMOUS.

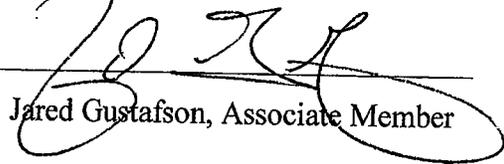
MEDFIELD ZONING BOARD OF APPEALS



William McNiff, Acting Chairman



Jared Spinelli, Associate Member



Jared Gustafson, Associate Member

JOHN J. MCNICHOLAS, CHAIRMAN, MICHAEL WHITCHER, MEMBER, AND CHARLES PECK, ASSOCIATE MEMBER, DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

APPEALS FROM THIS DECISION, IF ANY, SHOULD BE MADE PURSUANT TO GENERAL LAWS, CHAPTER 40 A, §17, AND SHALL BE FILED WITHIN 20 DAYS AFTER THE DATE OF FILING OF THIS DECISION IN THE OFFICE OF THE TOWN CLERK



# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

### ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, February 12, 2020, at the Medfield Town House, 459 Main Street, to hear the following petition:

- **John & Allison Sharry (applicant/owners)** seek a determination under MGL Chapter 40A §6 and a special permit under MGL Chapter 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.3. that the proposed work consisting of the reconstruction and minor expansion of a portion of the existing historic carriage house containing three garage bays, two bays of unfinished storage space, and a one-bedroom apartment will not be substantially more detrimental to the neighborhood than the existing nonconforming nature. The property is located at 139 Harding Street; Assessors' Map 72 Lot 061; RT Zoning District with no aquifer overlay.

The applications and plans may be viewed during regular business hours. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman  
Board of Appeals on Zoning

#### THE PRESS

- January 24, 2020
- January 31, 2020

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*Most applications and plans are available on the Town's website:*

[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals

**Questions? Comments?** Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)

*Note: Applications may be heard out of order at the Board's discretion*



SOVEREIGN CONSULTING INC.

January 2, 2020

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

Re: **Groundwater Sampling Events: March, June, September, & December 2020**  
In the Vicinity of:  
Former Texaco-branded Service Station 100084  
26 Spring Street  
Medfield, MA 02052  
RTN 2-3003830

Dear Ms. Trierwieler;

On behalf of Equilon Enterprises LLC dba Shell Oil Products US (Equilon), Sovereign Consulting Inc. (Sovereign) is submitting this notice of the planned upcoming environmental sampling activities on Town of Medfield property. During the months of March, June, September, and December 2020, Sovereign will be collecting groundwater samples from previously installed monitoring wells within the shoulder of Spring Street. This letter provides written notification of the planned activities as per 310 CMR 40.1403(10)(a)(2).

In accordance with 310 CMR 40.1403(10)(b)(1), the results of the sampling will be forwarded to you within 30 days of Sovereign's receipt and data validation of the laboratory analytical report.

As always, we thank you for your continued consideration and cooperation in our remediation efforts related to RTN 2-3003830. If you have any questions regarding this submittal, please feel free to contact the undersigned at 508-339-3200.

Sincerely,  
**SOVEREIGN CONSULTING INC.**

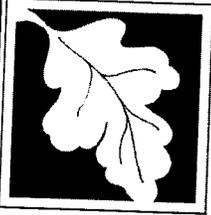
Lisa M. Stone  
Senior Project Manager

cc: Robert Rule, Equilon  
Sovereign File - 25883

**RECEIVED**

**JAN 13 2020**

**MEDFIELD SELECTMEN**



# NOTICE OF ENVIRONMENTAL SAMPLING

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

**BWSC 123**

This Notice is Related to Release Tracking Number

2 3003830

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

1. Street Address: 26 Spring Street  
City/Town: Medfield Zip Code: 02052

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

1. Name: Kristine Trierwieler, Town Administrator  
2. Street Address: 459 Main Street  
City/Town: Medfield Zip Code: 02052

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

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

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

1. Street Address: Bartlett Street, Spring Street & Pine Grove Road  
City/Town: Medfield Zip Code: 02052

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

- |                                                                 |                                                                             |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Immediate Response Action              | <input type="checkbox"/> Phase III Feasibility Evaluation                   |
| <input type="checkbox"/> Release Abatement Measure              | <input type="checkbox"/> Phase IV Remedy Implementation Plan                |
| <input type="checkbox"/> Utility-related Abatement Measure      | <input checked="" type="checkbox"/> Phase V/Remedy Operation Status         |
| <input type="checkbox"/> Phase I Initial Site Investigation     | <input type="checkbox"/> Post-Class C Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____                                        |

3. Description of property where sampling will be/has been conducted: (specify)  
 residential  commercial  industrial  school/playground  Other Municipal ROWs

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

Groundwater from monitoring wells.

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

Contact Name: Lisa M. Stone  
Street Address: 9 Payson Road, Suite 150  
City/Town: Foxborough Zip Code: 02035  
Telephone: (508) 339-3200 Email: lstone@sovcon.com



SOVEREIGN CONSULTING INC.

January 2, 2020

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

Re: **Results of Groundwater Sampling Conducted December 4, 2019**  
In the Vicinity of Former Texaco-Branded Service Station No. 100084  
26 Spring Street, Medfield, Massachusetts  
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a monitoring well on the shoulder of Spring Street on December 4, 2019. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

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

Sincerely,  
**SOVEREIGN CONSULTING INC.**

Lisa M. Stone  
Senior Project Manager

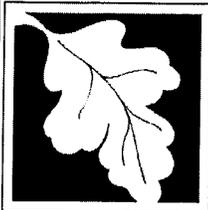
Attachments: MassDEP Form BWSC-123  
Laboratory Data Report

cc: Robert Rule, Equilon Enterprises LLC dba Shell Oil Products US  
Sovereign File - 2S883

RECEIVED

JAN 13 2020

MEDFIELD SELECTMEN



### NOTICE OF ENVIRONMENTAL SAMPLING

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

**BWSC 123**

This Notice is Related to  
Release Tracking Number

2 3003830

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

1. Street Address: 26 Spring Street  
City/Town: Medfield Zip Code: 02052

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

1. Name: Kristine Trierwieler, Town Administrator  
2. Street Address: 459 Main Street  
City/Town: Medfield Zip Code: 02052

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

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

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

1. Street Address: Shoulder of Spring Street  
City/Town: Medfield Zip Code: 02052

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

- |                                                                 |                                                                             |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Immediate Response Action              | <input type="checkbox"/> Phase III Feasibility Evaluation                   |
| <input type="checkbox"/> Release Abatement Measure              | <input type="checkbox"/> Phase IV Remedy Implementation Plan                |
| <input type="checkbox"/> Utility-related Abatement Measure      | <input checked="" type="checkbox"/> Phase V/Remedy Operation Status         |
| <input type="checkbox"/> Phase I Initial Site Investigation     | <input type="checkbox"/> Post-Class C Operation, Maintenance and Monitoring |
| <input type="checkbox"/> Phase II Comprehensive Site Assessment | <input type="checkbox"/> Other _____                                        |

(specify)

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

- residential    commercial    industrial    school/playground    Other Municipal ROWs  
(specify)

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

Groundwater from a monitoring well.

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

Contact Name: Lisa M. Stone  
Street Address: 9 Payson Road, Suite 150  
City/Town: Foxborough Zip Code: 02035  
Telephone: (508) 339-3200 Email: lstone@sovcon.com

## NOTICE OF ENVIRONMENTAL SAMPLING

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

### MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

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

### THE PERSON(S) PROVIDING THIS NOTICE

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

### PURPOSE OF THIS NOTICE

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

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

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

### FOR MORE INFORMATION

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

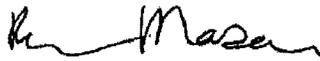
## ANALYTICAL REPORT

Eurofins TestAmerica, Buffalo  
10 Hazelwood Drive  
Amherst, NY 14228-2298  
Tel: (716)691-2600

Laboratory Job ID: 480-163786-1  
Client Project/Site: Shell Medfield MA--26 Spring Street

For:  
Sovereign Consulting Inc.  
9 Payson Road  
Suite 150  
Foxborough, Massachusetts 02035

Attn: Lisa Stone



---

Authorized for release by:  
12/18/2019 1:48:26 PM

Becky Mason, Project Manager II  
(413)572-4000  
becky.mason@testamericainc.com

### LINKS

Review your project  
results through  
**Total Access**

Have a Question?

**?** Ask  
The  
Expert

Visit us at:  
[www.testamericainc.com](http://www.testamericainc.com)

*The test results in this report meet all 2003 NELAC and 2009 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.*

*This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.*

*Results relate only to the items tested and the sample(s) as received by the laboratory.*

# Table of Contents

Cover Page . . . . .	1
Table of Contents . . . . .	2
Definitions/Glossary . . . . .	3
Case Narrative . . . . .	4
Detection Summary . . . . .	6
Client Sample Results . . . . .	7
Surrogate Summary . . . . .	8
QC Sample Results . . . . .	9
QC Association Summary . . . . .	11
Lab Chronicle . . . . .	12
Certification Summary . . . . .	13
Method Summary . . . . .	14
Sample Summary . . . . .	15
Chain of Custody . . . . .	16
Receipt Checklists . . . . .	17

## Definitions/Glossary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

### Qualifiers

#### GC VOA

Qualifier	Qualifier Description
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.

### Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
▫	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

## Case Narrative

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

**Job ID: 480-163786-1**

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Laboratory: Eurofins TestAmerica, Buffalo

**Narrative**

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**Job Narrative**  
**480-163786-1**

### Receipt

The sample was received on 12/6/2019 7:00 AM; the sample arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 3.0° C.

### GC VOA

Method MA VPH: Due to the dilutions required, per question G on the MassDEP Analytical Protocol Certification Form, the CAM reporting limits specified in this CAM protocol could not be achieved for some or all samples/analytes.

Method MAVPH: The following sample was diluted to bring the concentration of target analytes within the calibration range: MW-105 (480-163786-1). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

4

## MassDEP Analytical Protocol Certification Form

Laboratory Name: **TestAmerica Buffalo** Project #: **480-163786-1**  
 Project Location: **Medfield MA** RTN:

This form provides certifications for the data set for the following Laboratory Sample ID Number(s):  
**480-163786-1[1]**

Matrices:  Groundwater/Surface Water  Soil/Sediment  Drinking Water  Air  Other:

### CAM Protocols (check all that apply below):

8260 VOC CAM II A <input type="checkbox"/>	7470/7471 Hg CAM III B <input type="checkbox"/>	Mass DEP VPH CAM IV A <input checked="" type="checkbox"/>	8081 Pesticides CAM V B <input type="checkbox"/>	7196 Hex Cr CAM VI B <input type="checkbox"/>	Mass DEP APH CAM IX A <input type="checkbox"/>
8270 SVOC CAM II B <input type="checkbox"/>	7010 Metals CAM III C <input type="checkbox"/>	Mass DEP EPH CAM IV B <input type="checkbox"/>	8151 Herbicides CAM V C <input type="checkbox"/>	8330 Explosives CAM VIII A <input type="checkbox"/>	TO-15 VOC CAM IX B <input type="checkbox"/>
6010 Metals CAM III A <input type="checkbox"/>	6020 Metals CAM III D <input type="checkbox"/>	8082 PCB CAM V A <input type="checkbox"/>	9012 / 9014/ 4500CN Total Cyanide/PAC CAM VI A <input type="checkbox"/>	6860 Perchlorate CAM VIII B <input type="checkbox"/>	

### Affirmative Responses to Questions A through F are required for "Presumptive Certainty" status

<b>A</b>	Were all samples received in a condition consistent with those described on the Chain-of-Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>B</b>	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>C</b>	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>D</b>	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>E</b>	a. VPH, EPH and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>F</b>	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### Responses to Questions G, H and I below are required for "Presumptive Certainty" status

<b>G</b>	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocol(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <sup>1</sup>
----------	-----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------

**Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40. 1056 (2)(k) and WCS-07-350**

<b>H</b>	Were all QC performance standards specified in the CAM protocol(s) achieved?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>
<b>I</b>	Were results reported for the complete analyte list specified in the selected CAM protocol(s) ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <sup>1</sup>

<sup>1</sup> All negative responses must be addressed in an attached laboratory narrative.

**I, the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, is accurate and complete.**

Signature:  Position: Project Manager  
 Printed Name: Becky Mason Date: 12/18/19 13:47

This form has been electronically signed and approved

4

## Detection Summary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

Client Sample ID: MW-105

Lab Sample ID: 480-163786-1

Analyte	Result	Qualifier	RL	MDL	Unit	DII Fac	D	Method	Prep Type
C9-C12 Aliphatics (adjusted)	530		250		ug/L	50		MA VPH	Total/NA
C9-C12 Aliphatics (unadjusted)	1400		250		ug/L	50		MAVPH	Total/NA
C9-C10 Aromatics	820		250		ug/L	50		MAVPH	Total/NA

5

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Buffalo

## Client Sample Results

Client: Sovereign Consulting Inc.  
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

Client Sample ID: MW-105

Lab Sample ID: 480-163786-1

Date Collected: 12/04/19 15:20

Matrix: Water

Date Received: 12/06/19 07:00

**Method: MA VPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
C5-C8 Aliphatics (adjusted)	ND		250		ug/L			12/10/19 10:38	50
C9-C12 Aliphatics (adjusted)	530		250		ug/L			12/10/19 10:38	50

6

**Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		50		ug/L			12/09/19 19:55	50
C5-C8 Aliphatics (unadjusted)	ND		250		ug/L			12/09/19 19:55	50
C9-C12 Aliphatics (unadjusted)	1400		250		ug/L			12/09/19 19:55	50
C9-C10 Aromatics	820		250		ug/L			12/09/19 19:55	50
Ethylbenzene	ND		50		ug/L			12/09/19 19:55	50
Methyl tert-butyl ether	ND		50		ug/L			12/09/19 19:55	50
m-Xylene & p-Xylene	ND		100		ug/L			12/09/19 19:55	50
Naphthalene	ND		50		ug/L			12/09/19 19:55	50
o-Xylene	ND		50		ug/L			12/09/19 19:55	50
Toluene	ND		50		ug/L			12/09/19 19:55	50

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,5-Dibromotoluene (fid)	146		52 - 154		12/09/19 19:55	50
2,5-Dibromotoluene (pid)	130		58 - 142		12/09/19 19:55	50

# Surrogate Summary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Matrix: Water

Prep Type: Total/NA

## Percent Surrogate Recovery (Acceptance Limits)

Lab Sample ID	Client Sample ID	25DBTf2 (52-154)	25DBTp1 (58-142)
480-163786-1	MW-105	146	130
LCS 480-508752/4	Lab Control Sample	125	109
LCSD 480-508752/5	Lab Control Sample Dup	112	99
MB 480-508752/3	Method Blank	115	103

### Surrogate Legend

25DBTf = 2,5-Dibromotoluene (fid)

25DBTp = 2,5-Dibromotoluene (pid)

7

## QC Sample Results

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

### Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC)

Lab Sample ID: MB 480-508752/3

Matrix: Water

Analysis Batch: 508752

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Benzene	ND		1.0		ug/L			12/09/19 09:20	1
C5-C8 Aliphatics (unadjusted)	ND		5.0		ug/L			12/09/19 09:20	1
C9-C12 Aliphatics (unadjusted)	ND		5.0		ug/L			12/09/19 09:20	1
C9-C10 Aromatics	ND		5.0		ug/L			12/09/19 09:20	1
Ethylbenzene	ND		1.0		ug/L			12/09/19 09:20	1
Methyl tert-butyl ether	ND		1.0		ug/L			12/09/19 09:20	1
m-Xylene & p-Xylene	ND		2.0		ug/L			12/09/19 09:20	1
Naphthalene	ND		1.0		ug/L			12/09/19 09:20	1
o-Xylene	ND		1.0		ug/L			12/09/19 09:20	1
Toluene	ND		1.0		ug/L			12/09/19 09:20	1

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	%Recovery	Qualifier				
2,5-Dibromotoluene (fid)	115		52 - 154		12/09/19 09:20	1
2,5-Dibromotoluene (pid)	103		58 - 142		12/09/19 09:20	1

Lab Sample ID: LCS 480-508752/4

Matrix: Water

Analysis Batch: 508752

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS LCS		Unit	D	%Rec	%Rec. Limits
		Result	Qualifier				
Benzene	5.00	4.85		ug/L		97	70 - 130
C5-C8 Aliphatics (unadjusted)	15.0	15.0		ug/L		100	70 - 130
C9-C12 Aliphatics (unadjusted)	15.0	15.9		ug/L		106	70 - 130
C9-C10 Aromatics	5.00	4.97	J	ug/L		99	70 - 130
Ethylbenzene	5.00	4.91		ug/L		98	70 - 130
Methyl tert-butyl ether	5.00	5.04		ug/L		101	70 - 130
m-Xylene & p-Xylene	10.0	10.3		ug/L		103	70 - 130
Naphthalene	5.00	5.11		ug/L		102	70 - 130
o-Xylene	5.00	4.93		ug/L		99	70 - 130
Toluene	5.00	4.89		ug/L		98	70 - 130

Surrogate	LCS LCS		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	125		52 - 154
2,5-Dibromotoluene (pid)	109		58 - 142

Lab Sample ID: LCSD 480-508752/5

Matrix: Water

Analysis Batch: 508752

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD LCSD		Unit	D	%Rec	%Rec. Limits	RPD	
		Result	Qualifier					RPD	Limit
Benzene	5.00	4.78		ug/L		96	70 - 130	1	25
C5-C8 Aliphatics (unadjusted)	15.0	14.5		ug/L		96	70 - 130	4	25
C9-C12 Aliphatics (unadjusted)	15.0	13.9		ug/L		93	70 - 130	13	25
C9-C10 Aromatics	5.00	4.51	J	ug/L		90	70 - 130	10	25
Ethylbenzene	5.00	4.80		ug/L		96	70 - 130	2	25
Methyl tert-butyl ether	5.00	4.97		ug/L		99	70 - 130	1	25
m-Xylene & p-Xylene	10.0	10.0		ug/L		100	70 - 130	3	25
Naphthalene	5.00	4.77		ug/L		95	70 - 130	7	25

Eurofins TestAmerica, Buffalo

# QC Sample Results

Client: Sovereign Consulting Inc.  
 Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

## Method: MAVPH - Massachusetts - Volatile Petroleum Hydrocarbons (GC) (Continued)

Lab Sample ID: LCSD 480-508752/5

Client Sample ID: Lab Control Sample Dup

Matrix: Water

Prep Type: Total/NA

Analysis Batch: 508752

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	
								RPD	Limit
o-Xylene	5.00	4.80		ug/L		96	70 - 130	3	25
Toluene	5.00	4.83		ug/L		97	70 - 130	1	25

Surrogate	LCSD		Limits
	%Recovery	Qualifier	
2,5-Dibromotoluene (fid)	112		52 - 154
2,5-Dibromotoluene (pid)	99		58 - 142

8

# QC Association Summary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

## GC VOA

### Analysis Batch: 508752

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-163786-1	MW-105	Total/NA	Water	MAVPH	
MB 480-508752/3	Method Blank	Total/NA	Water	MAVPH	
LCS 480-508752/4	Lab Control Sample	Total/NA	Water	MAVPH	
LCSD 480-508752/5	Lab Control Sample Dup	Total/NA	Water	MAVPH	

### Analysis Batch: 509018

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-163786-1	MW-105	Total/NA	Water	MA VPH	

9

# Lab Chronicle

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

Client Sample ID: MW-105

Lab Sample ID: 480-163786-1

Date Collected: 12/04/19 15:20

Matrix: Water

Date Received: 12/06/19 07:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	MA VPH		50	509018	12/10/19 10:38	JLS	TAL BUF
Total/NA	Analysis	MAVPH		50	508752	12/09/19 19:55	JLS	TAL BUF

**Laboratory References:**

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

10

## Accreditation/Certification Summary

Client: Sovereign Consulting Inc.

Job ID: 480-163786-1

Project/Site: Shell Medfield MA--26 Spring Street

### Laboratory: Eurofins TestAmerica, Buffalo

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Arkansas DEQ	State	88-0686	07-06-20
California	State	2931	04-01-20
Connecticut	State	PH-0568	09-30-20
Florida	NELAP	E87672	06-30-20
Georgia	State	10026 (NY)	03-31-20
Georgia (DW)	State	956	03-31-20
Iowa	State	374	02-28-21
Kansas	NELAP	E-10187	01-31-20
Kentucky (DW)	State	90029	12-31-20
Kentucky (UST)	State	30	03-31-20
Kentucky (WW)	State	KY90029	12-31-20
Louisiana	NELAP	02031	06-30-20
Maine	State	NY00044	12-04-20
Maryland	State	294	03-31-20
Massachusetts	State	M-NY044	06-30-20
Michigan	State	9937	03-31-20
Minnesota	NELAP	1524384	12-31-19
New Jersey	NELAP	NY455	06-30-20
New York	NELAP	10026	04-01-20
North Dakota	State	R-176	03-31-20
Oklahoma	State	9421	09-01-20
Oregon	NELAP	NY200003	06-10-20
Pennsylvania	NELAP	68-00281	07-31-20
Rhode Island	State	LAO00328	12-30-20
Tennessee	State	02970	03-31-20
Texas	NELAP	T104704412-18-10	08-01-20
USDA	US Federal Programs	P330-18-00039	02-06-21
Virginia	NELAP	460185	09-14-20
Washington	State	C784	02-10-20
Wisconsin	State	998310390	08-31-20

Eurofins TestAmerica, Buffalo

## Method Summary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

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<b>Method</b>	<b>Method Description</b>	<b>Protocol</b>	<b>Laboratory</b>
MA VPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
MAVPH	Massachusetts - Volatile Petroleum Hydrocarbons (GC)	MA DEP	TAL BUF
5030B	Purge and Trap	SW846	TAL BUF

**Protocol References:**

MA DEP = Massachusetts Department Of Environmental Protection

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

**Laboratory References:**

TAL BUF = Eurofins TestAmerica, Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

# Sample Summary

Client: Sovereign Consulting Inc.  
Project/Site: Shell Medfield MA--26 Spring Street

Job ID: 480-163786-1

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Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
480-163786-1	MW-105	Water	12/04/19 15:20	12/06/19 07:00	

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## Login Sample Receipt Checklist

Client: Sovereign Consulting Inc.

Job Number: 480-163786-1

Login Number: 163786

List Number: 1

Creator: Kolb, Chris M

List Source: Eurofins TestAmerica, Buffalo

Question	Answer	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time (Excluding tests with immediate HTs)..	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	True	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Sampling Company provided.	True	
Samples received within 48 hours of sampling.	True	SOVEREIGN CONSULTING
Samples requiring field filtration have been filtered in the field.	True	
Chlorine Residual checked.	N/A	



January 2, 2020

Board of Selectmen  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

**Re: UPDATED INFORMATION**

Dear Chairman and Members of the Board:

I am writing to share with you, effective January 3, 2020, I will be transitioning responsibilities as the Comcast Government Relations Manager for your community to Catherine Maloney who will assume responsibility for your community and will now be your point of contact at Comcast.

Within the coming weeks Cathy will be reaching out to you personally as our goal is to make this transition as seamless as possible for you. However, should you have any issues or concerns before then please do not hesitate to contact Cathy at:

Comcast --Government & Regulatory Affairs  
375 Vanderbilt Ave., Norwood, MA 02062  
Phone: 781-769-5986  
Email: Catherine\_Maloney@cable.comcast.com

Additionally, in an effort to better assist our municipal customers, we are writing to provide you with the UPDATED emergency reporting procedures for certain outside plant and service problems.

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

**MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

***(Please note the XOC telephone number listed below IS NOT for public dissemination)***

- **STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- **STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3** **Prompted for Reason for call:**  
Option # 1 - Down Wires (will be prompted to enter zip code)  
Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** **Speak with Rep. and obtain job reference #**

Very truly yours,

*Bob Sullivan*

Bob Sullivan, Sr. Manager  
Government Affairs